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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, MAY 7, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. A Proclamation in Recognition of Municipal Judge Frederick F. Klimetz.
- C. Approval of Minutes: Regular Common Council Meeting of April 16, 2024.
- D. Hearings.
- E. Organizational: Mayoral Commission Appointments:
  - 1. Annalee Bennin, 8255 W. Forest Hill Ave., Franklin Public Schools, District Administrator - Library Board (3 year unexpired term expiring 06/30/26).
  - 2. Eric Heinritz, 7906 S. 68th St., Ald. Dist. 4 - Architectural Board (3 year term expiring 04/30/27).
  - 3. Jim Witt, 6540 S. 51st St., Ald. Dist. 3 - Board of Public Works (3 year term expiring 04/30/27).
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Request Council Approval to Award the 2024 Fire Department Source Capture Vehicle Exhaust System Project to Hastings Air Energy Control – Plymovent.
  - 2. A Resolution Imposing Conditions and Restrictions for the Approval of a Temporary Use for the Franklin Field 2024 Baseball Season for Property Located at 7035 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
  - 3. A Resolution to Issue Change Order No. 2 for the Water Transmission Main (Contract A) along S. Lovers Lane in the Amount of \$40,000 to Dornier, Inc.
  - 4. Franklin Senior Citizens Travel Program Update for 2023 Year End.
  - 5. A Resolution to Award Landmark Structures I, LP a Change Order No. 1 for Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) in the Amount of \$67,932.
  - 6. Designation of Official Newspaper.
  - 7. Substitution of Alternative Insurance Coverage Provisions in the Contract for Watermain Extension on the East Frontage Road of South Lovers Lane Road from South Phyllis Lane to W. Herda Place with A. W. Oakes & Son, Inc.

8. Authorize the Professional Services Agreement between the City of Franklin and Konica Minolta Business Solutions USA, Inc. to provide Document Management System (DMS) Software, Licenses, Scanners, and Implementation Services-funded by Account Number 41-0144-5841.
9. A Resolution Authorizing Certain Officials to Execute a First Amendment to the Subdivision Development Agreement for Cape Crossing Subdivision (Phase 1) between the City of Franklin and Cape Crossing LLC (Subdivider).
10. A Resolution Authorizing Certain Officials to Accept a Warranty Deed for Dedication of Outlot 4 of the Recorded Cape Crossing Subdivision Plat, Document No. 11356311 (TKN 890-1067-000).
11. Authorize the Directors of Administration and Finance to Access Current Financial Procedures and Policies and Implement Industry Standard Best Practices and Project Management Protocols.
12. An Ordinance to Opt Out of the Extended Hours Closing Times and to Retain the Closing Times Currently in Effect Pursuant to the Wisconsin Statutes for Alcohol Beverage Licensed Premises in the City of Franklin for the Days Related to the Republican National Convention to be Held in the City of Milwaukee, Pursuant to Subsections 64c.(4)(b)3., (c)3. and (d)3. of 2023 Wisconsin Act 73.
13. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Capital Improvement Fund to Provide \$37,710.00 of Park Improvement Appropriations for the Electric Service Upgrades at Lions Legend Park.
14. A Resolution to Award Electric Service Upgrades at Lions Legend Park- 8030 South Legend Drive, TKN 802 9995 001 to J. Miller Electric, Inc. for \$68,330.00.
15. Excessive 2023 Tax Assessment Claim submitted by Ramelann Kalagian on January 29, 2024 for the Property Bearing Tax Key No. 847-0084-001. The Common Council may enter closed session pursuant to §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the claim and governmental actions in relation thereto, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
16. *Greg Nisenbaum v City of Franklin* Excessive Tax Assessment Claim. The Common Council may enter closed session 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 the subject claim, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
17. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

18. Potential commercial/residential development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to propert(ies) at 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Rd., 9355 W. Brenwood Park Dr. and other properties surrounding the intersection of St. Martins and Loomis Roads. 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/residential 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 9661, 9745, 9821 W. Loomis Rd., 9710, 9760, 9824 W. St. Martins Rd., 9530 W. Puetz Rd., 9355 W. Brenwood Park Dr. and other properties surrounding the intersection of St. Martins and Loomis Roads, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
19. 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 W. Oakwood Rd. 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 W. Oakwood Rd., and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
20. Potential Acquisition of a Portion of the Property on 0 S 100th St. (TKN 840-9984-000) and on 0 South Lovers Lane Rd. (TKN 840-9982-003) for a Permanent Water Main Utility Easement, for the Installation of a Water Main to and for the Adjacent Water Tower Park Project and the Service Area in Relation Thereto. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 0 S 100th St. (TKN 840-9984-000) and on 0 South Lovers Lane Rd. (TKN 840-9982-003) for a permanent water main utility easement, for the installation of a water main to and for the adjacent Water Tower Park Project and the service area in relation thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
21. Potential Acquisition of 30.00' Reserved for Public Road Purposes Property as Described and Set Forth on Certified Survey Map No. 5913, Recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 Incl., upon a Portion of the Property on 8050 South 100th Street (TKN 801-9981-001), for the adjacent Water Tower Park Project and Access Thereto. the

Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of 30.00' Reserved For Public Road Purposes property as described and set forth on Certified Survey Map No. 5913, recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 Incl., upon a portion of the property on 8050 South 100th Street (TKN 801-9981-001), for the adjacent Water Tower Park Project and access thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

22. City personnel performance evaluation. the Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any Public Employee over which the governing body has jurisdiction or exercises responsibility, 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 Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of May 7, 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](http://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:

May 9	Plan Commission	6:00p.m.
May 21	Common Council Meeting	6:30p.m.
May 23	Plan Commission	6:00p.m.
May 27	Memorial Day (City Hall Closed)	
June 3	Committee of the Whole	6:30p.m.

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A PROCLAMATION IN RECOGNITION OF  
THE HONORABLE FREDERICK F. KLIMETZ

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WHEREAS, Frederick F. Klimetz has completed an incredible term of his life of substantial service to the Public, assisting in always working towards and protecting the health, safety and welfare of the Community, its Residents and its Guests, as the City of Franklin Municipal Judge, from May 1, 2006 through the month of April 2024; and

WHEREAS, prior to serving the Public as Municipal Judge, Frederick F. Klimetz served as the Mayor of the City of Franklin for the vast majority of the years from April, 1990, to April, 2005, for which he received Resolutions from the Common Council commending him and in his honor for his service, during which years Franklin was one of the fastest growing municipalities in the State of Wisconsin; and

WHEREAS, Frederick F. Klimetz, "Fred", additionally through all the years has been serving humanity in his practice of law, since his graduation year of 1976 from Willamette University College of Law, and is continuing his practice and service for the people; and

WHEREAS, in addition, in addition, in addition, Fred was a pivotal founding member of Volition Franklin, and Fred is now serving as a Business Sector Partner Representative for Volition Franklin, a positive force for changes in the Franklin Community, a coalition that works to prevent alcohol, tobacco and other drug use by educating young people to make informed decisions, in coordination with the City of Franklin Health Department to support the efforts to prevent and reduce substance misuse among youth; and

WHEREAS, Fred has spent his life in the service of others, and continues to do so.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, hereby express our gratitude, for the incredible over thirty years of public service received upon the work of Frederick F. Klimetz, and in recognition and honor of Frederick F. Klimetz, and appreciation for the services he continues to provide. Good Luck and God Speed, Fred.

Presented to the Community and the People of the City of Franklin this 7th Day of May, 2024.

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John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
APRIL 16, 2024  
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on April 16, 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: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. 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.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:58p.m.

MINUTES  
APRIL 3, 2024

C. Alderman Barber moved to approve the minutes of the Common Council meeting of April 3, 2024 as presented. Seconded by Alderman Craig. All voted Aye; motion carried.

MAYORAL  
ALDERMANIC  
APPOINTMENTS

E.1. Alderman Barber moved to confirm the following Mayoral Aldermanic appointments:

- (a) Alderman Holpfer-Finance Committee, 1-year term expiring 04/15/25.
- (b) Alderman Holpfer-Civic Celebrations, 2-year term expiring 06/30/26.
- (c) Alderwoman Eichmann-License Committee, 1-year term expiring 04/15/25.
- (d) Alderwoman Day-Finance Committee, 1-year term expiring 04/15/25.
- (e) Alderwoman Day-License Committee, 1-year term expiring 04/15/25.
- (f) Alderwoman Day-Plan Commission, 1-year term expiring 04/15/25.
- (g) Alderman Craig-License Committee, 1-year term expiring 04/15/25.
- (h) Alderman Craig-Finance Committee, 1-year term expiring 04/15/25.

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

MAYORAL BD./COMM.  
APPOINTMENTS

E.2. Alderman Holpfer moved to approve:

- (a) Leah Voss, W22758775 Durand Dr., Big Bend, WI 53103, Franklin Public School District Community Education and

Recreation Department Member as an Ex-Officio, Parks Commission - Non-Voting Member (Indefinite Term).

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

Alderman Eichmann moved to approve the remainder of the Board/Commission candidates:

- (b) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 - Architectural Board (Alternate Member for a 3-year term expiring 04/16/27).
- (c) John Bergner, 8501 S. Parkland Dr., Ald. Dist. 4 - Civic Celebrations Commission (3-year term expiring 06/30/27).
- (d) Robert Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Civic Celebrations Commission (3-year term expiring 06/30/27).
- (e) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4 - Civic Celebrations Commission (3-year term expiring 06/30/27).
- (f) Douglas Clark, 8173 S. 100th St., Ald. Dist. 2 - Civic Celebrations Commission (3-year term expiring 06/30/27).
- (g) Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 - Economic Development Commission (2-year term expiring 06/30/26).
- (h) Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 - Economic Development Commission (1-year term expiring 06/30/25).
- (i) Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3 - Economic Development Commission (2-year term expiring 06/30/26).
- (j) Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5 - Economic Development Commission for a (2-year term expiring 06/30/26).
- (k) Linda Horn, 9451 W. Puetz Rd., Ald. Dist. 1 - Environmental Commission (3-year term expiring 04/30/27).
- (l) Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2 - Environmental Commission (3-year term expiring 04/30/27).
- (m) Lori Domzil, 7495 S. 74th St., Ald. Dist. 5 - Fair Commission (3-year term expiring 04/30/27).
- (n) Dharma Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 - Fair Commission (3-year term expiring 04/30/27).
- (o) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 - Finance Committee (1-year term expiring 04/30/25).
- (p) Joe Mercado, 10162 S. 34th St., Ald. Dist. 4 - Finance Committee (1-year term expiring 04/30/25).



- (q) Mohanned Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 - Finance (1-year term expiring 04/30/25).
- (r) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee (1-year term expiring 04/30/25).
- (s) Deborah Davis, 9460 S. 96th St, Ald. Dist. 1 - Board of Health (2-year term expiring 04/30/26).
- (t) James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 - Board of Health (2-year term expiring 04/30/26).
- (u) Amy Marzofka, 7950 S. 61st Street, Ald. Dist. 5 - Board of Health (2-year term expiring 04/30/26).
- (v) Alan Aleksandrowicz, 3927 W. Glenwood Dr., Ald. Dist. 4 - Library Board (3-year term expiring 06/30/27).
- (w) Maria Imp, 12131 W. Elmwood Drive, Ald. Dist. 6 - Library Board (3-year term expiring 06/30/27).
- (x) Michael Karolewicz, 8208 W. Coventry Dr., Ald. Dist. 2 - Library Board (3-year term expiring 06/30/27).
- (y) Susan Lance, 4141 Maplecrest Dr., Ald. Dist. 4 - Parks Commission (3-year term expiring 04/30/27).
- (z) Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 - Parks Commission (3-year term expiring 04/30/27).
- (aa) Saralyn Emmons, 9339 S. 44th Ct., Ald. Dist. 4 - Personnel Committee (3-year term expiring 04/30/27).
- (bb) Michael Shawgo, 10250 W. Ryan Rd., Ald. Dist. 4 - Plan Commission (3-year term expiring 04/30/27).
- (cc) Francesco Mineo, 8715 W. Meadow Ln., Ald. Dist. 2 - Fire and Police Commission (5-year term expiring 04/30/29).
- (dd) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 - Plan Commission (1-year term expiring 04/30/25).
- (ee) Ken Skowronski II, 7960 S. 116th St., Ald. Dist. 6 - Board of Public Works (3-year term expiring 04/30/27).
- (ff) Laura Galusha, 3922 W. Heatheridge Dr., Ald. Dist. 3 - Technology Commission (3-year term expiring 04/30/27).
- (gg) Andy Pelkey, 9320 W. Grandview Ct., Ald. Dist. 2 - Technology Commission (3-year term expiring 04/30/27).
- (hh) John Farney, 8014 S. 59th St., Ald. Dist. 5 - Technology Commission (3-year term expiring 04/30/27).
- (ii) Jaspreet Kaur, 6874 S. Dory Dr., Ald. Dist. 3 - Technology Commission (3-year term expiring 04/30/27).
- (jj) James Schubilske, 7342 South Cambridge Drive, Ald. Dist. 2 - Board of Water Commissioners (5-year term expires 09/30/29).
- (kk) Bob Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Board of Zoning and Building Appeals (3-year term expiring 04/30/27).
- (ll) Donald Adams, 3211 W. Acre Ave., Ald. Dist. 4 - Board of Zoning and Building Appeals (3-year term expiring 04/30/27).

Seconded by Alderman Holpfer. On a roll call, all voted Aye. Motion carried.

WEED COMM.  
APPOINTMENT

- E.3. Alderman Barber moved to confirm the Mayoral Appointment of Weed Commissioner: Gene Ninnemann as Weed Commissioner for the calendar year of 2024 at a weed cutting fee of \$90/hour. Seconded by Alderman Craig. All voted Aye; motion carried.

ROC PRESENTATION  
ENCHANT CHRISTMAS  
EVENT

- G.1. No action taken on the presentation of Enchant Christmas Event from the ROC.

RES. 2024-8136  
AGMT - BCI  
ENTERTAINMENT, LLC  
FOR DRONE SHOW AT  
INDEPENDENCE CELEB

- G.2. Alderman Barber moved to adopt Resolution No. 2024-8136, A RESOLUTION 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. Seconded by Alderman Hasan. On a roll call vote, all voted Aye. Motion carried.

2024 INDEPENDENCE  
DAY PARADE ROUTE  
CHANGE

Alderman Barber moved to authorize a possible back-up plan for a change in the route of the annual City Independence Celebration parade due to ongoing construction at the time on West Loomis Road, which route may provide for meet and stage in the Forest Park Middle School parking lot, and the Children's Parade at the Education District Center at those School premises, with the parades proceeding North on Forest Meadows Drive to West Drexel Avenue and then proceeding West to and primarily concluding at Franklin Fire Station No. 1 at 8901 West Drexel. Seconded by Alderman Hasan. All voted Aye; motion carried

AGMT - CITY OF MILW  
FOR REIMBURSEMENT  
OF WAGES BY FIRE  
DEPT-FEDERAL GOVT  
FOR 2024 RNC

- G.3. Alderman Barber moved to approve an Intergovernmental Agreement with the City of Milwaukee, which would allow for reimbursement of wages by the Federal Government, for Fire Department personnel assisting in Emergency Services staffing for the Republican National Convention. Seconded by Alderwoman Day. All voted Aye; motion carried.

AGMT - LAW  
ENFORCEMENT  
SERVICES FOR 2024  
RNC

- G.4. Alderman Hasan moved to approve and sign an Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

DPW PURCHASE  
MEDIUM DUTY PICKUP  
TRUCK

- G.5. Alderman Barber moved to approve the Department of Public Works purchase of a 2023 Chevrolet Silverado LT 5500 medium duty pickup truck with salter and plow attachments, coming from

Fund 41. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

SPECIAL USE FOR SELF STORAGE FACILITY AT 7045 S. LOVERS LANE RD (TKG III ACQUISITION LLC, APPLICANT)

G.6. Alderman Holpfer moved to table a special use for a self-storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a Storagemart), Applicant, to the May 21, 2024 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8137  
CAPE CROSSING  
ADDITION NO. 1  
SUBDIVISION FINAL  
PLAT

G.7. Alderman Holpfer moved to adopt Resolution No. 2024-8137, CONDITIONALLY APPROVING A FINAL PLAT FOR THE CAPE CROSSING ADDITION NO. I SUBDIVISION (AT 12200 WEST RYAN ROAD) (CAPE CROSSING LLC, APPLICANT) Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Mayor Nelson called a recess at 8:10 p.m.

Mayor Nelson reconvened at 8:15 p.m.

FRANKLIN HEALTH  
DEPARTMENT ANNUAL  
REPORT: 2023

G.8. Alderman Barber moved to accept and place on file the 2023 Franklin Health Department annual report. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ROC BALLPARK  
COMMONS' TENTATIVE  
2024 SCHEDULE OF  
EVENTS

G.9. Alderman Barber moved to place on file the ROC Ballpark Commons' tentative 2024 schedule of events. Seconded by Alderman Hasan. All voted Aye; motion carried.

EVENT PERMITS,  
APPLICATIONS, AND  
COUNTY SOUND  
STUDY MEMO  
SUMMARY

G.10. Alderwoman Day moved to apply the event-related process currently within the Municipal Code and UDO provisions, as clarified by Resolution 2024-8109 and the various documents noted, and come to a consensus on any of the summarized items on the following page, as the Council deems appropriate. Consideration should be given to department duties and burdens, and reasonable completion dates should be set for each action. Seconded by Alderwoman Eichmann. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Barber voted Aye; Alderman Craig voted No. Motion carried (5-1-0).

2025 BUDGET  
PREPARATION  
TIMETABLE

G.11. Alderman Holpfer moved to adopt 2025 Annual Budget - Budget Preparation Timetable, dated April 16, 2024, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- RES. 2024-8138  
2024 STREET  
IMPROVEMENT  
CONTRACT - PAYNE &  
DOLAN, INC
- G.12. Alderman Barber moved to adopt Resolution No. 2024-8138, A RESOLUTION TO AWARD THE 2024 LOCAL STREET IMPROVEMENT PROGRAM CONTRACT TO PAYNE & DOLAN, INC., IN THE AMOUNT OF \$1,726,486.35. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- RES. 2024-8139  
STORM WATER  
FACILITIES MAINT  
AGMT AT 9533 W RYAN  
RD
- G.13. Alderman Craig moved to adopt Resolution No. 2024-8139 , A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR 9533 WEST RYAN ROAD, TKN 894-9002-000. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- ORD. 2024-2613  
AMEND ORD 2023-2569  
2024 ANNUAL  
BUDGETS FOR CAPITAL  
OUTLAY, CAPITAL  
IMPROV AND ST  
IMPROV FDS
- G.14. Alderman Barber moved to adopt Ordinance No. 2024-2613, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND, CAPITAL IMPROVEMENT FUND AND STREET IMPROVEMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM THE 2023 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$4,222,814.20. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8140  
DEV AGMT WITH AK  
DEVELOPERS FOR  
PUBLIC  
INFRASTRUCTURE  
IMPROV
- G.15. Alderman Holpfer moved to adopt Resolution No. 2024-8140, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH AK DEVELOPERS, LLC FOR 7730 SOUTH LOVERS LANE ROAD, TKN 794-9999-007. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8141  
WATER MAIN  
EASEMENT AT 7730 S.  
LOVERS LN
- G.16. Alderwoman Eichmann moved to adopt Resolution No. 2024-8141, A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT 7730 SOUTH LOVERS LANE ROAD, TKN 794-9999-007. Seconded by Alderman Hasan. All voted Aye; motion carried.
- SUPPORT LTR FOR  
DUCKS UNLIMITED  
APPLICATION
- G.17. Alderwoman Eichmann moved to authorize Mayor and Common Council President to sign and send a letter of support for a Ducks Unlimited application for the National Fish and Wildlife Foundation-Sustain Our Great Lakes 2024 Grant at Water Tower Park-8120 S. Lovers Lane Road. Seconded by Alderman Craig. On roll call, all voted Aye; motion carried.

RES. 2024-8142  
AMEND AGMT WITH  
CP2 INC

G.18. Alderman Barber moved to adopt Resolution No. 2024-8142, A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH CP2, INC. FOR PROFESSIONAL STRATEGIC PLANNING SERVICES. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORD. 2024-2612  
AMEND §30-1 - WARD  
BOUNDARIES

G.19. Alderman Barber moved to adopt Ordinance No. 2024-2612, AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO AMEND WARD BOUNDARIES AS REQUIRED BY 2023 WISCONSIN ACT 94. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION  
RICH BUSALACCHI  
CLAIM OF MARCH 18,  
2024.

G.20. Alderman Hasan moved to enter closed session at 8:45 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 the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:23 p.m., no action taken.

CLOSED SESSION  
JAMES MUDLAFF V.  
COF, ECO-RESOURCE  
CONSULTING, INC AND  
IDEAL LAND MGMNT  
SERV, LLC,

G.21. Alderman Barber moved to enter closed session at 9:25 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 the *James Mudlaff v City of Franklin, Eco-Resource Consulting, Incorporated and Ideal Land Management Services, LLC*, Milwaukee County Circuit Court, Case No. 23-CV-1053 litigation, 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 9:29 p.m., no action taken.

CLOSED SESSION  
TID NO. 5 DEV AGMT  
SHORTFALL AND PMT  
IN LIEU OF TAXES A

G.22. Alderman Barber moved to enter closed session at 9:30 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, 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, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye; Alderwoman Day voted No. Motion carried (5-1-0).

Alderman Hasan was excused from the meeting at 10:21 p.m.

Upon reentering open session at 10:32 p.m., Alderman Craig moved to direct legal counsel to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

CLOSED SESSION  
PROPERTY  
ACQUISITION FOR DPW  
UTILITY FACILITY DEV

- G.23. Alderman Holpfer moved to enter closed session at 10:34 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the Potential Acquisition of a Portion of the Property by way of Acquiring Easements on the properties identified in the title of this meeting agenda item for such purpose and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on the property identified in the title of this meeting agenda item for such purpose, for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project, and the negotiating of the purchases and the investing of public funds, with regard to the potential acquisitions thereof, 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. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 10:49 p.m., Alderman Barber moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS  
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of April 16, 2024:

Grant 2023-24 Operator License to: Frederick Davis, Emily Logan, Ciarra Murray, Natalia Perez-Gardipee;

Grant 2023-24 & 2024-2025 Operator License to: Adrianna-Cristina Bratel, Christ Conley, Daniel Kuenzi, Olivia Meier, Jessica Rydlewicz, Julie Schaefer, Gabriel Schultz;

Grant 2024-25 Operator License to: Jeffrey Dejna, Kayla Jedrzewjewski, Justin Kagerbauer, Rachel Nondahl, Vanessa Peterson, Allison Planton, Joshua Semanski, Amanda Snieg, Erika Wotnoske; and

Hold 2023-24 & 2024-2025 Operator License to Erik Knudtson for correction of application.

Seconded by Alderman Holpfer. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of April 11, 2024 in the amount of \$ 1,807,093.23, payroll dated April 5, 2024 in the amount of \$ 469,228.68 and payments of the various payroll deductions in the amount of \$ 246,171.67 plus City matching payments, and estimated payroll dated April 19, 2024 in the amount of \$ 514,000 and payments of the various payroll deductions in the amount of \$ 510,000, plus City matching payments, and estimated payroll dated May 3, 2024 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 250,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 10:52 p.m. Seconded by Alderman Craig. All voted Aye; motion carried.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 05-07-24</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Boards and Commissions Appointments</b>	<b>ITEM NUMBER E.1.-3.</b>

The Mayor has made the following appointments for Council confirmation:

Annalee Bennin, 8255 W. Forest Hill Ave., Franklin Public Schools, District Administrator - Library Board (3 year unexpired term expiring 06/30/26).

Eric Heinritz, 7906 S. 68<sup>th</sup> St., Ald. Dist. 4 - Architectural Board (3 year term expiring 04/30/27).

Jim Witt, 6540 S. 51<sup>st</sup> St., Ald. Dist. 3 - Board of Public Works (3 year term expiring 04/30/27)

### **COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral appointments:

Annalee Bennin, 8255 W. Forest Hill Ave., Franklin Public Schools, District Administrator - Library Board (3 year unexpired term expiring 06/30/26).

Eric Heinritz, 7906 S. 68<sup>th</sup> St., Ald. Dist. 4 - Architectural Board (3 year term expiring 04/30/2027).

Jim Witt, 6540 S. 51<sup>st</sup> St., Ald. Dist. 3 - Board of Public Works (3 year term expiring 04/30/2027)



**VOLUNTEER OR WORK EXPERIENCE** *Retired*

*(Begin with your most recent employment and continue with all past 10 years of employment Please attach additional paper or include resume, if available )*

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

**ADDITIONAL EXPERIENCE OR QUALIFICATIONS:** List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

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I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: James D. Witt

Date: April 30, 2024

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  5/7/24
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Council Approval to Award the 2024 Fire Department Source Capture Vehicle Exhaust System Project to Hastings Air Energy Control - Plymovent</b>	<b>ITEM NUMBER</b>  C. 1.

**Background:** On March 19, 2024 the Common Council approved a motion authorizing the Fire Department to solicit competitive bids for the replacement of source capture vehicle exhaust systems at the City's three fire stations. 90% of this project is being funded through a FEMA Assistance to Firefighters Grant that was previously awarded to the department in the amount of \$234,700.

Bid documents were prepared and the Advertisement for Bid notice was published in the newspaper, as well as the online Quest bidding system on March 27, 2024. Bids were opened on April 25, 2024.

Because of the unique requirements of these systems for fire service use, proposal responses were evaluated and scored according to the following evaluation criteria.

CRITERIA	POINTS
Cost	40%
Compliance with Project Technical Specifications / Warranty	20%
Qualifications, Experience and References	20%
Service (Proximity of Service Centers / Average Service Call Response)	20%

**Analysis:** Two (2) lump sum bids were received on April 25, 2024:

\$213,642.00 (99.965 Points) Hastings Air Energy Control - Plymovent

\$213,455 00 (84.200 Points) Rossman Enterprises Inc., d/b/a MagneGrip

The price of the two bids were separated by only \$187.00. The bidders scored very closely in technical specifications as well. However, the large number of local references and the very close proximity of service and support, made the bid by Hastings Air Energy Control - Plymovent as the preferred bidder.

The FEMA grant will fund 90% of the project, with a required local match of 10%. Because this project was not be completed in 2023 funds have already been encumbered to the 2024 budget capital outlay fund account 41-0221-05822.

### COUNCIL ACTION REQUESTED

Request Council Approval to Award the 2024 Fire Department Source Capture Vehicle Exhaust System Project to Hastings Air Energy Control - Plymovent for \$213,642.00 (account 41-0221-05822).

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Hastings Air Energy Control, Inc  
5555 S Westridge Drive  
New Berlin WI 53151

**OWNER:**

*(Name, legal status and address)*

City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132

**BOND AMOUNT:** Five Percent of Amount Bid (5 of the amount bid)

**SURETY:**

*(Name, legal status and principal place of business)*

Employers Mutual Casualty Company  
P O Box 712  
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

*(Name, location or address, and Project number, if any)*

CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE EXHAUST SYSTEM REPLACEMENT PROJECT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25 day of April 2024

*[Handwritten Signature]*  
(Witness)

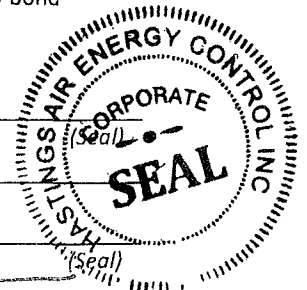
Hastings Air Energy Control, Inc  
(Principal)

*[Handwritten Signature]*

(Title) Chris Behr, VP

Employers Mutual Casualty Company  
(Surety)

*[Handwritten Signature]*  
(Title) Jonathan Lucas, Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

**Jonathan Lucas**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars

\$10,000,000 00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

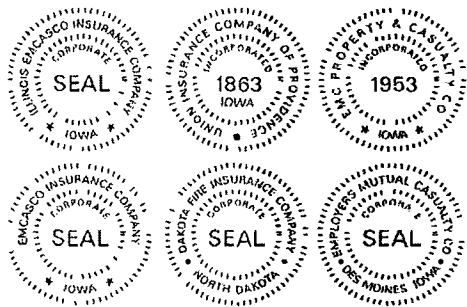
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown and the Corporate seals to be hereto affixed this 22nd day of September, 2022

Seals



*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1, Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025

*Kathy Loveridge*  
\_\_\_\_\_  
Kathy Loveridge  
Notary Public in and for the State of Iowa



### CERTIFICATE

I Ryan J Springer, Vice President of the Companies do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of April, 2024

*Ryan J. Springer*  
\_\_\_\_\_  
Vice President

**PROPOSAL  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

The work associated with this proposal includes:

The design, manufacture and installation of a turn key, rail-based vehicle exhaust extraction system which allows fire department vehicles with under carriage exhaust to be connected with magnetic nozzle connections. Additional project components include the mechanical installation of associated hardware including exhaust fans, control panels, low voltage control sensors, electrical line voltage wiring and the removal and disposal of all components of currently installed systems.

The undersigned having become familiar with the local conditions affecting the cost of the work and with the contract documents including the Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the form of proposal, form of bond, etc., plans, drawings, specifications and addenda and exhibits issued and attached to the official contract document on file in the Office of the City Clerk of the City of Franklin, hereby proposed to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, equipment, expendable and otherwise, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following bidding schedule the work associated with the installation of CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT all in accordance with the contract specifications, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, issued thereto for the sums set forth in the following bidding schedule.

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF WISCONSIN ) ss  
COUNTY OF Waukesha

Chris Bohrer being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.



(Fill out applicable paragraph.)

(1) CORPORATION

The bidder is a corporation organized and existing under the laws of the State of Wisconsin, and its president is Daniel Bohrer, and its secretary is Chris Bohrer, and it does have a corporate seal.

(2) PARTNERSHIP

The bidder is a partnership consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

(3) SOLE TRADER

The bidder is an individual and is operating under a trade name, such trade name is as follows:

\_\_\_\_\_

(4) ADDRESS

The business address of the bidder is as follows:

5555 S. Westridge Dr New Berlin, WI 53151

Its telephone number is (262)364-0500

(INCLUDE AREA CODE)

**PROPOSAL CONDITIONS  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

1. Total Lump Sum Proposal

It is expressly understood and agreed that the foregoing total lump sum bid is the basis for establishing the amount of the bid security and evaluation of bids.

It is further understood that all items included in the project, whether identified or implied in the drawings, notes, graphics, and specifications are intended to provide a full and complete functioning system.

The undersigned has carefully checked the contract drawings and specifications before preparing this proposal and accepts the detail as sufficient to provide a full project to Owner in accordance with the plans and specifications.

2. Bid Security

Accompanying this proposal is a (certified check) (bank draft) (bid bond) (Surety2000) in the amount of Ten Million Dollars (\$ 10,000,000 ) payable to (which protects) the City of Franklin, Wisconsin, and which, it is agreed, will be retained by the City of Franklin, Wisconsin, as liquidated damages if the undersigned fails to execute the contract in conformance with the FORM OF CONTRACT incorporated in the contract documents, and furnish a performance bond and payment bond as specified within ten (10) days from the notification of the award of the contract to the undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

3. Completion

The undersigned further agrees to fully complete all work covered by this proposal on the point of final acceptance by the Owner by **August 30, 2024**.

DATE: 4/23/2024 Hastings Air Energy Control I NC  
NAME OF FIRM  
BY: Don McHanna BY: Chris Ash  
TITLE: SALES ENGINEER TITLE: VP, Finance

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	Lump Sum	CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT	<u>\$ 213,642.00</u>	<u>\$ 213,642.00</u>
			Unit price <u>213,642</u> dollars and <u>00</u> cents each		

TOTAL BID (Item 1)

Two Hundred THIRTEEN Thousand six Hundred FORTY Two dollars And 00/100 cents.  
(Amount in Words) (\$ 213,642.00) (Figures)

The foregoing total shall be construed to be a lump sum contract price.

NOTE: SEE STATION # 3 PRICE ADDER FOR 6TH DROP/APPARATUS CONNECTION

**QUALIFICATIONS:**

The bidder shall submit a statement with bid that demonstrates the business has been in operation performing similar projects for at least 10 years.

Please see Qualification statement attached

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Each Bidder shall be required to supply, with their bid, a list of a minimum of 10 and a maximum of 15 fire departments within a 30-mile radius where they have provided a similar system. The list must include the departments name, primary contact name, phone number, address and e-mail address.

1. North Shore Fire rescue - Chief Robert Whitaker, rwhitaker@nsfire.org, 414-357-0113, 4401 W River Ln. Brown Deer, WI 53223
2. Wauwatosa FD - A/C Scott Erke, serke@wauwatosa.net, 414-479-3456, 1601 Underwood Ave Wauwatosa, WI 53213
3. Milwaukee FD, Mike Reid Fire Repairs Manager, mreid@milwaukee.gov, 414-286-5357, 118 W. Virginia St. Milwaukee, WI 53204
4. Waukesha FD, Chief Joseph Hoffman, jwhoffma@waukesha-wi.gov, 262-524-3651, 130 W. St. Paul Ave Waukesha, WI 53188
5. Western Lakes Fire District, Chief Bradley Bowen, bbowen@westernlakesfd.org, 262-567-8282, 1400 Oconomowoc Parkway 53066
6. Greenfield FD, Chief Dan Weber, daniel-weber@gffd.us, 414-545-7946, 4333 S 92nd St Greenfield, WI 53228
7. Caledonia FD, Chief Jeffery Henningfeld, firechief@caledonia-wi.gov, 262-835-2050, 5045 Chester Lane Caledonia, WI 53402
8. Kenosha FD, Chief Daniel Tilton, dtilton@kenosha.org, 262-653-4100, 2121 Roosevelt Road Kenosha, WI 53143
9. Brookfield FD, Chief Dave Mason, mason@ci.brookfield.wi.us, 262-782-8932, 2100 N Calhoun Road Brookfield, WI 53005
10. Pewaukee FD, Chief Mark Hoppe, hoppe@pewaukee.wi.us, 262-522-2500, W239N2242 Pewaukee Road Pewaukee, WI 53188
11. Racine FD, Chief Brian Wolf, brian.wolf@cityofracine.org, 262-635-7925, 810 8th St Racine, WI 53403
12. West Allis FD, Chief Jason Schaak, jschaak@westalliswi.gov, 414-302-8911, 7332 W National Ave West Allis, WI 53214
13. Lake Country Fire Rescue, Chief Matthew Fennig, mfennig@lakecountryfire.com, 262-646-6235, 115 Main St Delafield, WI 53018
14. Sussex FD, Chief Kristopher Grod, kgrod@sussexwi.gov, 262-246-5235, N63W24335 Main Street Sussex, WI 53089
15. New Berlin FD, Chief Scott Gillard, sgillard@newberlin.org, 262-785-6120, 16300 W National Ave New Berlin, WI 53151

Other Qualification information included? XXX yes \_\_\_\_\_ no



**HASTINGS**  
air energy control inc

# Capability Statement

## Hastings Air Energy Control, Inc.

### Core Competencies

Hastings Air Energy Control is a full-service provider of process ventilation systems, vehicle exhaust removal systems, air filters and energy saving ventilation controls. Our solutions include: Dust Collection, Air Cleaning, Booths, Mist Collection, Source Collection Arms and Welding Torches, Vacuum Systems, Replacement Parts & Filters, as well as Installation & On-going Service.

#### Products

- IVEC Systems Equipment & Controls
- FumeVac Welding Equipment
- Dust Collection-Ambient & Ducted
- Mist Collection
- Vehicle Exhaust Removal
- Blowers

#### Services

- Facility Assessment
- Engineering Studies
- Custom Designs
- Installation
- Service & Maintenance

### Past Performance

Our experts focus on working closely with our customers to understand process ventilation requirements and provide high quality, comprehensive, reliable, and cost-effective systems. We remain committed to education for our staff and customers related to compliance with industry regulations and standards.

#### Government

- US Navy
- US Air Force
- US Coast Guard
- Chicago Fire Department
- Kratos Defense

#### Industrial

- Electric Boat
- Oshkosh Corp
- Mercury Marine
- Kerry Foods
- Cummins

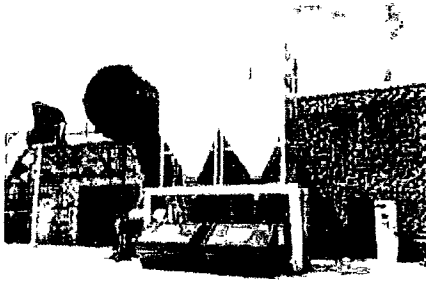
#### Compliance & Awards

- OSHA
- NIOSH
- ACGIH
- NFPA
- Environmental Innovation (WMC)

### Differentiators

Our real point of difference is the ability to collaborate with customers and partners to provide custom solutions, suited to meet very different application needs, while significantly lowering energy costs.

- Close relationships with top-tier vendors for reliable equipment
- Not tied to just one single product line, we find the best solution
- Experienced Project Managers & Engineering team
- Documented quality control installation
- Experienced Service Team



**CAGE code:**  
1S358

**DUNS #:**  
02315949

**NAICS Code:**  
333413  
334513  
333992  
811310  
811210  
541330

**SAM:**  
HASTINGS AIR-ENERGY CONTROL, INC.  
UE ID: ZM3QAKRU6YD3



## Contact

**Headquarters:**  
5555 S Westridge Dr  
New Berlin, WI 53151

**Contact:**  
(262) 364-0500  
[info@hastingsair.com](mailto:info@hastingsair.com)

**Website:**  
[hastingsair.com](http://hastingsair.com)

# City of Franklin Fire Department

## Source Capture Exhaust System Replacement Project

### How Hastings Meets & Exceeds the Qualifications:

Hastings Air energy control, inc. acknowledge acceptance of the RFP terms, scopes and conditions of this solicitation.

- Hastings Air Energy Control, Inc. Background:
  - Representing Plymovent Product line for over 25+ years
  - Hastings is a self-performed sales support & service organization
  - Number of years in Business: 53
  - Type of Operation: **Corporation**
  - Number of Employees: 47
  - Headquarters:
    - Hastings Air Energy Control, Inc
    - 5555 South Westridge Drive
    - New Berlin, WI 53151
  
- Plymovent Corporation Quality Control Programs:
  - ISO 9001:2015 - The Assembly, Distribution and Sales of Engineered Exhaust Extraction Air Filtration Systems – #39388-2008-AQ-USA-ANAB
  - UL & CUL Certified - #E-212640
  - AMCA certified blowers – Air Movement and Control Association
  - Red Dot – Engineering top design Award
  
- Qualifications of Subcontracted Installation Company:
  - All our installers have been factory trained for installation of the Plymovent Products.
  - Installation company has 20+ years' experience of installation of the product
  - Currently servicing a fire department customer base of over 4000 vehicle connections
  - Dean Havnen the sales engineer has 29 years' experience of both installation and sales of the product line being proposed for this project.
  
- Timeline:
  - Typical turnaround time for equipment delivery 10-12 weeks from issued PO
  - Equipment will shipped from manufacture in NJ to our main office in New Berlin, WI. Product will be shipped onsite to the station by a Hastings service technician. This will be scheduled & coordinated with FD personnel to ensure access to the station.
  - Installation timeline is expected to be (1) week
  - Two person install crew working 10-12hrs per day

- Project Approach:
  - Start on a Monday – Crew orientation by sales rep with FD personnel to go over station scope of work and answer any questions
  - Two person install crew working 10-12hrs per day
  - Electrical work to start by mid-week after the blowers & control panels have been mounted.
  - Tailpipe modifications required for nozzle attachment to be completed prior to or during week of installation
  - System/ station commissioning performed the first part of following week based on electrical wiring has been executed. Commissioning is performed by Hastings certified technicians.
  - Owner training to be completed for all three shifts and with any other maintenance personnel the fire department wished to have trained.
  - Owner supplied with all maintenance and owner’s manuals for the equipment installed.

- Additional Notes:

- Hastings has been installing the Plymovent vehicle exhaust removal system for the past 20+ years to the fire service in Michigan and has 40+ experience in Industrial air cleaning throughout the Midwest region. Based on the meetings with the City of Franklin Fire Department regarding this project, Hastings has clear understanding of the needs of the fire department and has proposed a solution to meet/ exceed the expectations of the specifications being called out in this RFP. Hastings has a strong proactive and responsive service organization which is an important decision-making criterion for the City. We have a proven history of results in the solutions we have provided to our customers.

- Hastings Mission Statement:

*To provide high value, quality-engineered, energy efficient, environmentally responsible products and service solutions that protect workers from harmful airborne contaminants. We service customers using knowledge and experience gained over 40 years in the industry with support from carefully chosen manufactures and contractor partners.*

*We will maintain our position as the provider of choice, the acknowledged leader and innovator in the air cleaning industry. This will be accomplished in a professional manner, consistent with the values of a family owned business – while providing a work environment where new ideas are encouraged, rewarded and ultimately help us serve our customers better.*

- Warranty provided by Hastings and Plymovent:

- The Plymovent system comes with a FIVE (5) year parts and labor warranty for all parts and components of the system. Plymovent is the only manufacture where all components are of the manufacture.
- Besides the Plymovent warranty, Hastings also covers the system for the five years as well on parts labor to include the mechanical installation.
- Both warranty statements from Plymovent & Hastings is provided for review.

- Maintenance capabilities
  - The system being installed per the bid document is covered under a 5 year parts and labor warranty
  - Hastings does offer a preventative maintenance program that your organization can elect to sign up for anytime and covers a 40 point inspection of the system top/down. The frequency of maintenance would be up to your organization & budget on how you would like to set-up. I have some FD's perform the maintenance annually and others bi-annually. Hastings can always train one of your members as well to help in cost savings.
  - The location service center location is at our corporate headquarters in New Berlin, WI where we stock all of our parts, filters and new & used equipment.
  - All our service technicians are employees of Hastings Air Energy Control with a total of six (6) full time service technicians that are out taking care of our customers. This is an important factor that having fulltime employees not off duty firemen ensure our customers a quick turnaround on repairs & maintenance.
  - All our technicians are factory trained and certified to perform the maintenance & repairs of the Plymovent system. They also supplied with a service truck fully equipped with spare parts.
  - Typical response time is within 24hrs for acknowledgement and 48hrs to execute the repair. Technical support can be requested 24/7
  
- Owner Training Program:
  - Hastings will provide onsite owner training for the personnel of your organization on the operation and use of the system. We will work with your team on how we can schedule/ coordinate training for all three shifts. Training will be 30-45 minutes in length and I will make myself available to spend as much time needed to ensure your members are fully aware of the operation of the system.
  - We will discuss the following:
    - How long the system can be ran at idle & high idle operations.
    - Proper attachment of the nozzle onto the tailpipe adapter.
    - Note location of control panel and the functions of the panel
    - Go over operation of vehicles with EPA07 & EPA10 emission standards
    - Items to take note of for system capabilities
    - Go over the use and functionality of the safety disconnect handle
    - Address maintenance items for product installed
    - Answer any questions form your members to ensure everyone is fully informed
  - After training Hastings will provide a training DVD for any new members that may join the department in the future. There will be a quick reference guide on the operation of the system as well for each of the stations.
  - Please note that training on proper use of the system is important to us and we can schedule an onsite training session anytime in the future at NO charge to your organization



## **Extraction System Overview:**

The system that Hastings Air Energy control is proposing the Plymovent vehicle exhaust extraction system. The preliminary timeline would be 1 week to execute the scope of work.

The Plymovent systems is a hose-based system equipped with the Magnetic Grabber nozzles. The system being proposed for your organization is the MRP Rail based System for each of the apparatus bays. The MRP rail-based system utilizes the best available technology, most compact and offers the lowest cost of ownership. Also note that this system is not a prototype system that has only been in the market place for two years but has been in the industry for over 10 years with a proven track record of success with thousands of vehicles attached to the system.

The Plymovent system has a key integrated safety disconnect handle included as part of the system. The safety disconnect handle serves a few purposes:

1. Gives your members a means of attaching the nozzle onto the tailpipe adapter
2. An important safety feature which it serves as a breakaway much like a gas pump
3. Offers means to move the nozzle from one hose drop to another.

The flex hose being offered for this project is 4" diameter with a temperature rating as noted in the specification of 600deg continuous and 700deg intermittent for the upper hose section. The lower 2ft hose section between the safety disconnect handle & nozzle is rated at 900deg continuous and 1000deg intermittent. The hottest part of any vehicle exhaust system is the first 2ft. After the first two feet, the exhaust temperature is cooled as we convey it through the system.

The nozzles for this project is the Magnetic Grabber nozzle where the nozzle houses the magnets and a conical tailpipe gets attached to the apparatus tailpipe. The 5" Grabber nozzle will accept a 5", 6" or 7" tailpipe adapter, so all the suppression vehicles/ heavies are interoperable from one bay to another.

The Ambulances will utilize the smaller 3" nozzle which will accept a 3" or 3.5" tailpipe adapter. The smaller tailpipe adapter to add valuable ground clearance due the exhaust being behind the rear axle. Plymovent is the only system to offer different size nozzles & tailpipe adapters.

The nozzle is a true surface to surface connection with nothing to align to attach the nozzle to the tailpipe adapter. The release of the nozzle is with aid of the release cable which is located between the hose saddle & the hose carrying device (trolley or internal crab assembly). Upon exit of the station once the hose pulls towards the overhead door, the cable will become taut and create the pull to release the nozzle from the tailpipe adapter. The only interaction of your members is to attach the nozzle upon return to the station.

The system will be mounted/ suspended from the station structure with aluminum support legs that are also braced for stability. Our professional & certified installers will ensure the system is ran straight & true along with keeping the system as symmetrical as possible.

The blower will be mounted on the exterior and the ducting will be routed through the existing roof or wall penetrations. The blower is direct drive with no belts or pulleys to adjust and have sealed bearings

so nothing to lubricate. Each blower is equipped with a silencer to keep noise decibels at 64dba and a back-draft rain cap ensures no prevailing winds or elements will be collected in the system.

The control panel or brains of the system will be mounted in general locations as the existing panels. The locations are flexible and can be changed if your team decides on a different location. The panel houses the motor starter, timer for the system and has a manual run option. The system will have a redundant means of activation: both the pressure sensor & transmitter along with vehicle mounted wireless transmitters tied into the apparatus ignition system. Once the system is activated, it will continue to run until the apparatus is shut off, once a signal is not being transmitted, the timer will cycle out and the blower will turn off. The system has the capacity to run the vehicles at high idle (one at a time) for vehicle checks if the weather is inclement outside. The system can handle 1500rpm for 5 minutes which is also noted on the front cover of the panel.

The system will start up and shut down automatically along with release upon exit of the system. The only interaction of your members is to attach the nozzle to the tailpipe upon return to the station.

## **Project Description of Past Experience:**

### City of Green Bay Fire Department - 2021

1. Project Scope
  - a. Existing customer of Hastings & Plymovent user for 25+ years.
  - b. Project scope to remove the existing Plymovent pneumatic systems complete in their (8) Fire Stations, (33) total vehicle connections and to install complete new Plymovent system with the Magnetic nozzle connection.
  - c. Project objective was to reduce the overall cost of ownership, reduce the maintenance & repairs and start with a full 5-year Parts & labor warranty
2. The project did not have a set timeline for execution. Final award and station layout March 2<sup>nd</sup>, the first station installation on June 21<sup>st</sup> with a final completion of September 23<sup>rd</sup>.
3. Original contract & Final cost - \$390,675.00, No change orders
4. No contract timeline and 180day completion timeline
5. No owner-initiated claims

### North Shore Fire Rescue – 2020

1. Project Scope
  - a. Department requested bids to remove and replace the existing Nederman vehicle exhaust extraction system in their (5) stations – (25) total vehicle connections
  - b. Complete removal and reinstallation of the vehicle exhaust system.
  - c. Coordination with FD to reduce downtime of the system by working with core Mechanical & electrical contractors in a systematic approach.

2. The project timeline involved 6-8 weeks for equipment arrival and (1) week per station to execute. The project kept on track with no delays of 120days to execute – notice to proceed January 14, Installation of the first station start April 8<sup>th</sup> with the substantial completion on May 8<sup>th</sup>.
3. Original contract & Final cost - \$360,775.00, No change orders
4. Project kept to agreement and 120day completion timeline
5. No owner-initiated claims

#### Hoffman Estates Fire Department – 2020

1. Project Scope
  - a. Department received an AFG grant to replace the existing Nederman vehicle exhaust extraction system for their (4) Stations – (21) total vehicle connections
  - b. Involved a complete removal of the existing system - worked with to aid in disposal of the existing product
  - c. Implemented a plan to Coordinate with department to minimize downtime of exhaust removal system from demo to start-up of new system installation
  - d. Multiple trades to project manage/ coordinate – Mechanical installation crew, Electrical contractors, Fleet services for mounting of the tailpipe adapters and wireless transmitter installation.
2. The project timeline was 120days from notice to proceed. Project award March 17<sup>th</sup>, installation of the first station on May 26<sup>th</sup> and final walkthrough for sign off July 23<sup>rd</sup>.
3. Original contract & Final cost - \$209,564.00, No change orders
4. Project kept to agreement and 120day completion timeline
5. No owner-initiated claims

SWORN STATEMENT OF BIDDER  
AS REQUIRED BY  
SECTION 66.29(7) WISCONSIN STATUTES:

I, being first duly sworn at New Berlin, Wisconsin,  
City State

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications and other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Chris Bohrer

(Signature)

Chris Bohrer

(Title, if any)

5555 S. Westridge Dr New Berlin, WI 53151

(Address)

262-364-0500

(Telephone Number of Bidder)

Subscribed and sworn before me this 23 day of April, 2024

Eileen Krueger

Notary Public, Waukesha County My commission expires 10/01/2025

State of WISCONSIN



**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT  
PROJECT TECHNICAL SPECIFICATIONS**

**1. Applicable codes, regulations and guidelines**

A. All workmanship and materials shall be in accordance with applicable codes, regulations and guidelines. The following codes, regulations and guidelines are to be considered part of these specifications and are a minimum standard of evaluation for this hazardous material exhaust system.

- NIOSH
- Underwriters Laboratory (UL)
- National Fire Protection Agency (NFPA)
  - National Electric Code (NEC)
  - NFPA 1500 – 2002 Edition
- Air Movement and Control Association International, Inc. (AMCA)
- International Mechanical Code (IMC)
- Uniform Mechanical Code (UMC)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

B. Manufacturer must be an ISO 9001:2000 Certified Company with Certification issued to a United States Facility.

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

**2. System description / Quantity of vehicles to be connected**

**Fire Station 1 – 8901 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows seven (7) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (3) 75ft Rail Based Systems complete with (2) rails having two vehicle connections per rail & (1) rail having one vehicle connection
- (2) 30ft Rail Based Systems complete with one vehicle connection for back-in operation
- Exhaust fan complete with silencer & back-draft damper
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 2 – 9911 S. 60th St.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows six (6) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (3) 80ft Rail Based Systems complete with two vehicle connections per rail
- Exhaust fan complete with silencer & back-draft damper.
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 3 – 4755 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows five (5) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (2) 70ft Rail Based Systems complete with one rail having two vehicle connections and one with a single vehicle connection
- (2) 30ft Rail based systems complete with one vehicle connection for back-in bays
- Exhaust fan complete with silencer & back-draft damper.
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

**3. Functional Requirement of Exhaust Extraction System:**

A. The exhaust removal system must provide virtually 100% complete evacuation of all vehicle emissions (particulate, gasses and fumes) at the source from start up to exit of the apparatus from the fire station. Independent certification documents shall be provided and attached to the bid proposal.

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

B. The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire department members or visitors.

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

C. Rail-based systems that minimize hanging hose loops and minimize moving parts are strongly preferred. A track based, sliding balancer track type or flex track type system are highly undesirable

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

D. All components used along the rail and in system shall be of non-rusting material. Components shall be set at heights to not impede movement of apparatus.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

E. Upon emergency vehicle(s) starting, the exhaust ventilation fan shall be automatically energized by the output pressure generated by any internal combustion engine and evacuate the toxic exhaust fume.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

F. The nozzle must release and disconnect near the threshold of the exit door regardless of the speed the vehicle may exit the door.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

G. Systems which limit the exiting speed are not acceptable as they can limit emergency response time.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

H. The system will not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

I. Systems that require additional or alternate power source to eliminate detaching during power failure are not acceptable due to additional maintenance requirements.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

J. To protect the apparatus electrical system from any possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for the system's operation.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

K. The system will not incorporate any electromagnetic or magnetic devices that require either fastening or drilling into the side body panels or tailpipes of the fire apparatus, which could affect vehicle warranty.

Comply  Exception

Exception Details: \_\_\_\_\_

L. The nozzle release mechanism must be external on the system to insure safe disconnect of nozzle from tailpipe.

Comply  Exception

Exception Details: \_\_\_\_\_

M. The upper hose assembly must be rated for a minimum 600°F continuous, 700°F intermittent temperature to ensure the exhaust fume does not deteriorate the hose and leak. The lower hose assembly must be rated for a minimum 900°F continuous, 1221°F intermittent temperature.

Comply  Exception

Exception Details: \_\_\_\_\_

N. For system flexibility and safety, the system must be provided with a safety disconnect breakaway device that allows the lower hose and upper hose assemblies to separate. The lower hose assembly and nozzle must be capable of being disconnected and moved to a different location with ease and without the use of tools.

Comply  Exception

Exception Details: \_\_\_\_\_

O. The upper and lower hose sections must be capable to swivel 360 degrees, (if swivel is incorporated in design) allowing free flowing system operation, thus allowing no tension on the hose attachment and the hose release features.

Comply  Exception

Exception Details: \_\_\_\_\_

P. Systems that utilize adaptors which mate with magnetic type nozzle connection in order to secure the nozzle to exhaust pipe in a fastening mode must be metal to metal connection.

Comply  Exception

Exception Details: \_\_\_\_\_



Q. Systems which require disconnection of nozzle from vehicle when working on vehicle's fuel system, recharging batteries or whenever there is a risk of inflammable dust or explosive gases, are not acceptable.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

R. For safety of fire department members, systems which require tailpipes or their adapters to protrude beyond the outside edge of the chassis are no acceptable due to NFPA 1901, 2009 requirements.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

S. Tailpipe Adapters (if used) must be bolted onto the exhaust system, welded on adapters will not be acceptable. The tailpipe adapters need to be made of stainless steel to prevent rusting & corrosion. They must also be available in multiple sizes and clamped onto the apparatus.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

T The transition from the magnetic nozzle to the flexible hose (if used) shall be one-piece welded construction to prevent leaks of exhaust fumes. The transition shall be made of stainless steel for durability.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

U. The nozzle construction shall not use a rubber connection to the vehicle's tailpipe (or tailpipe adapter). Nozzle must be available in multiple sizes and constructed of a material that is rustproof and capable of withstanding chemical corrosion from road materials.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

#### 4. Warranty:

A. The bidder shall guarantee all materials, equipment, and workmanship for a period of five (5) years from the date of final acceptance of the completed project against original defects of material and workmanship, or excessive wear or deterioration. Defects shall be made good on site, at the bidder's expense, with no cost or obligation to the owner. The bidder shall guarantee the work of any contractors used in the supply of this bid.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

5. **Service Capabilities**

- A. Training to be provided by bidder at the time of installation to the fire department members on the use and operation of the Vehicle Exhaust Extraction System to all three duty shifts.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

- B. The Bidder must have an experienced service technician able to respond and be onsite within 24 hours to a service request. Bidder must have full time service technician as an employee of the distributor that has been factory trained to perform the service work of the system. Certification shall be included with bid.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

- C. Bidder shall supply physical address, phone number and e-mail address for the equipment's service center located in Wisconsin.

Service Center location: HASTINGS AIR ENERGY Control, INC.

Service Center address: 5555 S. WESTRIDGE DRIVE NEW REGLON, WI  
53154

Service Center Phone #: 262-364-0500

Service Center Contact: TOM KARTH

Service Center e-mail address: Tom.KARTH@HASTINGS.AIR.COM

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

- D. The Bidder must stock parts for the proposed equipment within the service center location located in Wisconsin.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

*These specifications must be certified by the bidder and returned with bid with response noted in each box. If boxes are not fully checked, the bid will be considered non-responsive and disqualified in its entirety.*

Bidder HASTINGS AIR ENERGY CONTRA, INC

Printed Name Chris Bohrer

Title VP, Finance

Address 5555 S Watridge Rd

New Berlin, WI 53151

Phone 262-364-0500

Signature Chris Bohrer

Date 4/23/24



**HASTINGS**  
air energy control, inc



# Source Capture Vehicle Exhaust System Replacement Project

City of Franklin Fire Department  
Chief James Mayer

## Hastings Air Energy Control, Inc. – Corporate Headquarters

5555 S Westridge Drive, New Berlin, WI 53151 | p. 262.364.0500 | f. 262.364.0550 [www.hastingsair.com](http://www.hastingsair.com)

### Minnesota Office

3809 Chandler Drive NE  
Minneapolis MN 55418

### Michigan Office

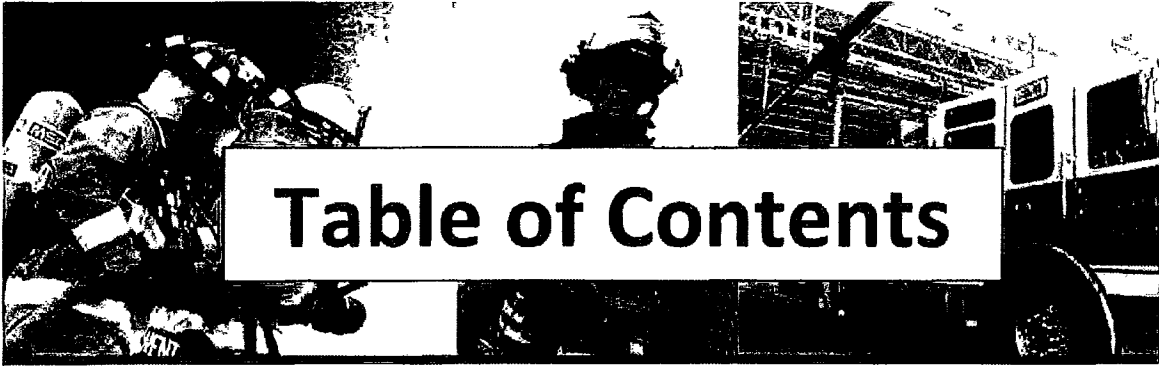
32778 W 8 Mile Rd Suite B  
Farmington MI 48336

### Illinois Office

28835 Herky Drive Unit #115  
Lake Bluff IL 60044

### Ohio Office

4926 Logsdon Meadow Drive  
Liberty Township OH 40511



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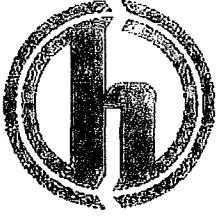


**HASTINGS**  
air energy control



# Introduction

Hastings Air Energy Control



**HASTINGS**  
air energy control inc

5555 South Westridge Drive  
New Berlin, WI 53151 7900

P 800.236.8450 / 262 364 0500  
F 800.260.9199 / 262 364 0550

**Illinois Office**

P 847 362 9660  
F 847 362 9661

**Michigan Office**

P 248 888 9911  
F 248 478 9911

**Minnesota Office**

P 651 405 8500  
F 800-260-9199

**Ohio Office**

P 513 315 5141  
F 800 260 9199

## The Hastings Story

Hastings Air Energy Control, Inc. was established and incorporated in Wisconsin on February 15<sup>th</sup>, 1969 to provide quality air cleaning and energy saving solutions to commercial and industrial facilities. Since its humble beginnings Hastings has grown dramatically and become an industry leader with 47 employees and the authority and resources to sell in a dozen States in the Greater lakes and Upper Great Plains Regions of our country.

Hastings is headquartered at 5555 S Westridge Drive, New Berlin, WI 53151 and currently keeps satellite offices in Illinois, Michigan, Minnesota, and Ohio where we provide solutions and service for dust collection, mist collection, and vehicle exhaust removal systems for service garages and emergency response providers.

We have installation capabilities with experienced installers who have been factory trained and certified by our vendor manufacturers to insure the best possible installations.

We take great pride in the work we do and offer a full service staff to help you. We also provide service contracts to meet your specific needs.

Hastings looks forward to being of service to you and your organization.



**HASTINGS**  
air energy control, inc.

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F 248 478 9911

**Minnesota Office**

P 651 405 8500

F 800-260-9199

**Ohio Office**

P 513 315 5141

F 800-260 9199

## Our Success is based on the Customers We Keep

**Hastings Air-Energy Control, Inc.** was established in 1969 to provide quality air cleaning solutions to the people of Wisconsin. Since that time Hastings has grown dramatically, establishing offices in Illinois, Michigan and Minnesota and becoming an industry leader with the authority and resources to sell throughout the Upper Midwest and Great Lakes Regions.

Our many years of experience and success have enabled us to secure product lines of the highest quality, while always maintaining competitive rates. This allows us to provide you with the very best air cleaning equipment and services at reasonable prices

We carry a full line of products, parts, and accessories from **PlymoVent, Airflow Systems, Filter-1, Amtech, Dustcontrol, Air-King**, and others. And because we care about saving energy and minimizing the cost of ownership we offer our own **IVEC™ Systems** controls that deliver energy savings and enhanced efficiency

We take great pride in the work we do and we back it with a staff of factory-trained and certified technicians who are prepared to respond to your needs at a moment's notice. We are also happy to provide service contracts to meet your specific needs.





**HASTINGS**  
air energy control, inc

5555 South Westridge Drive  
New Berlin, WI 53151-7900  
P 800.236.8450 / 262.364.0500  
F: 800.260.9199 / 262.364.0550

**Illinois Office**  
P 847.362.9660  
F 847.362.9661  
**Michigan Office**  
P 248.888.9911  
F 248.478.9911  
**Minnesota Office**  
P 651.405.8500  
F 800-260-9199  
**Ohio Office**  
P 513.315.5141  
F 800-260-9199

Allow me to introduce the representatives in your area:

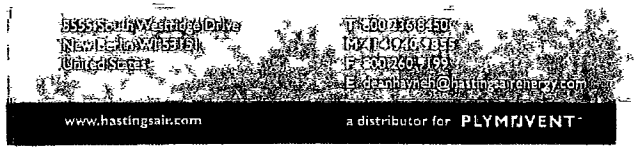
**Dean Havnen**                      Lead sales and designer of Exhaust Systems

**Daniel Bohrer**                   Engineer

**Tom Karth**                        Technical Support

**Dennis Bohrer**                  Project Coordinator/Service

**Dean Havnen**  
SALES REPRESENTATIVE  
HASTINGS AIR ENERGY CONTROL, INC





HASTINGS  
Energy Control Inc



BidDocuments

**CONTRACT DOCUMENTS**  
**FOR**  
**CITY OF FRANKLIN FIRE DEPARTMENT**  
**SOURCE CAPTURE EXHAUST SYSTEM REPLACEMENT PROJECT**

**MARCH 2024**

**ADVERTISEMENT FOR BIDS  
CITY OF FRANKLIN FIRE DEPARTMENT  
SOURCE CAPTURE EXHAUST SYSTEM REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that bids for the installation of replacement source capture vehicle exhaust systems at the three (3) City of Franklin, WI fire stations will be received online at Quest CDN. This project will include the design, manufacture and installation of a turn key, rail-based vehicle exhaust extraction system which allows fire department vehicles with under carriage exhaust to be connected with magnetic nozzle connections. Additional project components include the mechanical installation of associated hardware including exhaust fans, control panels, low voltage control sensors, electrical line voltage wiring and the removal and disposal of all components of currently installed systems. This project is funded through a Department of Homeland Security Assistance to Firefighters Grant.

**Important Dates:**

Release of Documents – **March 27, 2024**

Last Day for Questions and Site Visits – **April 18, 2024**

Bids Due – **April 25, 2024 @ 10:00AM CST**

Anticipated Award Date – **May 7, 2024**

Project Completion – **August 30, 2024**

Questions for this project can be directed to: Chief James Mayer (414) 425-1420 or [jmayer@franklinwi.gov](mailto:jmayer@franklinwi.gov)

Bids will be received online at QuestCDN until 10:00 AM. CST on April 25, 2024, at which time all bids will be publicly opened and total base bids read aloud in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132. Because scoring of project technical specifications will be required, the final award will not be announced at the bid opening.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$22.00 by inputting Quest project number **9034215** on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com), for assistance in membership registration, downloading and working with digital project information. A certified check or bid bond, payable without condition to the City of Franklin in an amount not less than five percent (5%) of the bid, shall be submitted with each bid as a guarantee that if the bid is accepted, a proper contract and bond as surety will be executed and filed within ten (10) days after the acceptance of the bid. If such bidder fails to execute and file such contract and bond, the amount of the check or bid bond shall be forfeited as liquidated damages. Bidders must use Surety2000 service online or submit certified checks or bid bonds online through QuestCDN. If submitting certified checks or bid bonds online through QuestCDN, the certified checks or bid bonds must also be delivered to the City Clerk prior to opening bids. No other method of providing surety is permitted.

No bid shall be withdrawn after the opening of bids without the consent of the City of Franklin for a period of ninety (90) days after the time of opening of bids. Each bidder agrees upon submission of bid that if the same be accepted within said time period, the bidder shall be bound by the terms of acceptance hereinafter contained.

Bids shall include the furnishing and installation of all labor, materials, equipment, tools, supplies, etc., for complete performance of the work as described.

All bids must be prepared as described in the Instructions to Bidders. To submit an online bid, which is required for this project, you must download the project bid document file from QuestCDN which will add you to the plan holders list and gain you access to Online Bidding. Electronic bids must be submitted on Quest vBid [www.questcdn.com](http://www.questcdn.com) for a non-refundable fee of \$64.00 (\$22.00 download fee, \$42.00 online bid fee).

Plans and specifications for this project were prepared by City of Franklin Fire Department staff and approved by the Director of Administration, City of Franklin, Wisconsin. Published by authority of the Common Council of the City of Franklin, Wisconsin.

Shirley J. Roberts, City Clerk

**INSTRUCTIONS TO BIDDERS**  
**2024 CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE**  
**VEHICLE EXHAUST SYSTEMS REPLACEMENT**

- 1) Description of Project: The City of Franklin, WI Fire Department is seeking proposals from qualified vendors and/or manufacturers to supply and install a turn-key direct source capture exhaust system in each of its three fire stations. These systems will be replacing existing systems that have been in use for over 15 years. This project is funded through a FY2021 Department of Homeland Security Assistance to Firefighters Grant for \$234,700. Specifications and all contract documents are provided herein. Bidders shall provide a detailed proposal with all required sections as specified. Any exceptions to the specifications presented herein must be clearly described on the exception page(s), otherwise, it will be considered that all systems offered will be in strict compliance with these specifications. Systems that fail to meet the minimum specifications will not be considered and/or accepted.

The existing source capture vehicle exhaust systems will be replaced at following locations:

- Fire Station 1 – 8901 W. Drexel Avenue
- Fire Station 2 – 9911 S. 60<sup>th</sup> Street
- Fire Station 3 – 4755 W. Drexel Avenue

**Important Dates:**

Release of Documents – **March 27, 2024**

Last Day for Questions and Site Visits – **April 18, 2024**

Bids Due – **April 25, 2024 @ 10:00AM CST**

Anticipated Award Date – **May 7, 2024**

Project Completion – **August 30, 2024**

Questions for this project can be directed to:

Chief James Mayer  
City of Franklin Fire Department  
jmayer@franklinwi.gov  
414-425-1420

- 2) Preparation of Proposal: Bids will be received online at QuestCDN until 10:00 a.m CST on April 25, 2024, at which time all bids will be publicly opened and total base bids read aloud in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132. Because scoring of project technical specifications will be required, the final award will not be announced at the bid opening.

Complete digital project bidding documents are available at [www.franklinwi.gov](http://www.franklinwi.gov) and/or [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$22.00 by inputting Quest project number **9034215** on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com), for assistance in membership registration, downloading and working with digital project information. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the contract bid upon.

- 3) Bid Security: No proposal will be considered unless accompanied by a certified check, bank draft, or bid bond as defined in the Advertisement for Bids, payable to the Owner, as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and performance and payment bonds within the (10) days from the date of the award of the contract. On failure of the successful bidder to execute the contract and required bonds, he shall forfeit the deposit as agreed liquidated damages, and the acceptance of the proposal will be contingent upon the bidder agreeing to the provision. Bidders must use Surety2000 service online or submit certified checks or bid bonds online through QuestCDN **If submitting certified checks or bid bonds online**

**through QuestCDN, the certified checks or bid bonds must also be delivered to the City Clerk prior to opening bids. No other method of providing surety is permitted.**

The bid security of the three (3) lowest formal bidders for each contract will be held until the contract is executed and approved and then returned to the bidders. The balance of the bid securities submitted will be returned within ten (10) days after the opening of bids.

4) Prequalification Data:

The bidder shall submit a statement with a bid that demonstrates the business has been in operation performing similar projects in excess of 10 years. Bidders shall also submit owner references for a minimum of 10 similar projects.

Other relevant information – Bidder may present other information as desired. Include a list of subcontractors being used if applicable.

Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is responsive, responsible, and prepared to fulfill the contract if it is awarded to him.

5) Examination of Site and Specifications.

- (a) Bidder shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.

The contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the contractor did not disclose prior to bidding. The successful contractor must employ, as far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractors.

- (b) The bidder is expected to base the bid on materials and equipment complying fully with the contract drawings and specifications, and in the event bidder names or includes in the bid materials or equipment which do not conform, bidder will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in the contract price.

- (c) Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer, as to the correctness of any quantities listed in the proposal and shall not, after submission of their proposal, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

- (d) Before submitting a proposal, each contractor should read the complete contract document including Advertisement, Instructions to Bidders, General Conditions, Special Conditions, the Form of Contract and the Specifications, all of which contain provisions applicable not only to the successful bidder but also to any of its subcontractors.

- 6) Interpretation of Proposed Contract Documents: If any person contemplating submitting a bid for any contract on this project is in doubt as to the true meaning of any part of the contract drawings, specifications or other sections of the contract document, that person may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract document or contract drawings will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents or contract drawings.

7) Bidding Requirements:

- (a) If the work included in the proposal covers general construction, and if the proposal forms include alternates, each bidder must bid on each alternate. This is not required if the proposal forms cover furnishing of equipment, and a bidder is unable to quote an alternate.

- (b) Each bidder shall submit only one bid.
- (c) Each bidder must submit with his proposal special data, if any, in respect to items of equipment, alternates, or other items which any section of the contract document requires to be submitted with each proposal.
- 8) Approximate Quantities: In cases where any part of all of the bidding is to be received on a unit price basis, the quantities stated in the proposal will not be used in establishing final payment due the successful contractor. The quantities stated on which unit prices are so invited are approximate only, and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid of each item accordingly. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Such estimate quantities, while made from the best information available, are approximate only. Payment on the contract will be based on actual number of units installed on the completed work.
- 9) Conditions in Contractor's Proposal: A bidder shall not stipulate in the proposal any conditions not contained in the form of proposal contained in the contract document.
- 10) Standard Manufacturer. Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances, and that the performance of such materials, equipment or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids shall, unless a longer period of time is specifically stated in the specifications, prima facie be deemed to have been engaged in such business for a reasonable length of time.
- 11) Major Equipment: In cases where the proposal form under the paragraph titled "Major Equipment Items" includes a tabulation of the major items of equipment to be furnished and installed on this proposal, each bidder shall state in the space provided, the installed price for each item of equipment of the manufacturer named. In addition, he may state in the spaces provided, the names of alternate manufacturers who offer equipment on this project, and the installed price for such equipment. Prior to the award of a construction contract, the Owner will determine the source of all items of major equipment to be incorporated in the project, based on the details, expected performance, and the installed prices of the items offered in the proposal accepted.
- 12) Guarantees: The attention of all bidders is directed to the conditions that on any contract which includes equipment items the contractor and his surety will be held responsible by the Owner, that all items of equipment purchased and installed under this contract fully meet the type, quality, design and the performance guarantee defined in the Major Equipment and Project Specifications, and in actual operation actually perform the functions for which installed. Further, that the Owner may withhold final payment until such performance and operation are demonstrated.

In view of such a contract requirement, the attention of all bidders is directed to Paragraph 25 in the General Conditions of the contract regarding "guarantees". It is suggested that the successful contractor purchase all items of equipment under adequate guarantees or bonds from the manufacturers to protect the obligation of the contract to the Owner on items of equipment.

- 13) Material Substitution: If restrictions of any governmental authority prohibit the purchase or use of certain items that are required by the contract drawings and specifications, substitution for such items will be determined by the Owner after the award of a construction contract.

Each contractor shall base his bid on furnishing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful contractor will not be authorized to make any

substitution on his own initiative, but in each and every instance must obtain a properly authorized contract supplement to his contract before installing any work in variance with the contract requirements.

- 14) License or Royalty Fees: If the project is designed so as to require or permit the use of a process or processes (as distinguished from article, apparatus, or equipment) for which licenses or royalty fees will be charged, such fees for the use of such processes will be paid directly by the Owner to the patentee, licensee or owner of such a process, and bidders shall not include such fees in their bids. If by the acceptance of a bid, the Owner shall have determined to use any patented process, the Owner will enter into a separate contract with the patentee, licensee or owner of the process, and the Owner will make payment therefore to the owner or licensee, of such patented process. This provision, however, does not apply on royalties for patented items incorporated in the work. Attention of bidders is directed to Paragraph 33 of the General Conditions of the Contract.
- 15) Material Tests: Attention of bidders is directed to the material tests which will be required on this contract. All laboratory tests shall be made by a testing laboratory employed by the contractor and approved by the Owner. The cost of tests shall be paid by the contractor. The contractor shall supply the shipping to the laboratory all material to be tested, whether indicated herein or requested by the Owner. The cost of these materials and cost of tests shall be merged in the prices stated on items which make up the total base bid.
- 16) Supplemental Unit Prices: On a lump sum proposal or partial lump sum proposal, if the bidding schedule includes a supplementary schedule of unit prices for fixing cost basis for changes, the Owner reserves the right to reject any or all of such supplemental unit prices which it deems to be excessive or unreasonable.
- 17) Withdrawal of Proposals: Any bidder may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals, but no proposal may be withdrawn after the scheduled closing time for the receipt of proposals within the period of time stated in the Advertisement for Bids.
- 18) Signing of Proposals:
  - (a) Proposals which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
  - (b) Proposals which are signed for a co-partnership should be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney, evidencing authority to sign the proposal.
  - (c) Proposals which are signed for a corporation should have the correct corporate name thereof signed in handwriting or in typewriting, and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten corporate name following the word "By \_\_\_\_\_".
  - (d) For any legal entity, the authority of the person signing for such legal entity shall be attached to the proposal.
- 19) Definition of Award: The contract shall be deemed to have been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding a contract) by some officer or agent of the Owner duly authorized to give such notice.
- 20) Execution of Contracts and Bonds: Each contract must be executed in three (3) original counterparts and no more. There shall be executed original counterparts of the contractor's performance bond (and labor and materials bond, if required), in equal number to the executed original counterpart of the contract. One copy of such executed documents will be retained by the Owner, the other two will be delivered to the contractor. The successful contractor must provide compensation insurance, public liability, and property damage insurance, and other insurance, all as outlined in the general conditions of the contract. The costs of executing the bonds and contract insurance, including all notarial fees and expense, are to be paid by the contractor to whom the contract is awarded.



- 21) Payment: Contractors will be paid in cash, at intervals stated in the General Conditions of the Contract. Partial payments in accordance with the terms of the contract may be made to the successful contractor for materials and equipment for the project suitably stored at the site of the project, as defined in the General Conditions of the Contract.
- 22) Commencement and Completion of Work. Upon award of a contract, the Owner shall determine the date on which the contractor shall commence work. This date will not be prior to the time stated in the proposal form. Attention of all bidders is also directed to the number of calendar days stated in the proposal acceptance by the Owner.
- 23) Makeup of Contract Document: The attention of bidders is directed to the makeup of this contract document. The specifications governing work to be performed on this project and included in this document are composed of two parts - Project Specifications and General Specifications.

The General Specifications define and describe the major construction materials and construction methods for this project.

Materials and construction methods defined and described in the Project Specifications shall govern in cases of any variances between the General Specifications and Project Specifications. Whenever more than one construction material and/or construction method is defined and described in the General Specifications, the particular material and/or method to be used on this project shall be the one stated in the Project Specifications.

The Project Specifications/Conditions and General Conditions, together with the contract drawings and proposal forms, define and describe the work to be performed on this project.

- 24) Proposal Evaluation: Proposal responses will be evaluated and scored according to the following evaluation criteria. Proposals that significantly deviate from the Fire Department's expectations or requirements may be found non-responsive without further evaluations. Contractors who cannot commit to completing the work in the required timeframe may be deemed non-responsive.

<b>CRITERIA</b>	<b>POINTS</b>
<b>Cost</b>	<b>40%</b>
<b>Compliance with Project Technical Specifications / Warranty</b>	<b>20%</b>
<b>Qualifications, Experience and References</b>	<b>20%</b>
<b>Service (Proximity of Service Centers / Average Service Call Response)</b>	<b>20%</b>

Cost Formula: Cost scores are determined by giving the proposal with the lowest total cost the maximum number of cost points available. The remaining proposals are rated by applying the following formula:

$$[1 - (B-A)/A] \times C = \text{Final Cost Score}$$

A—the lowest bidder's cost.

B—the bidder's cost being scored.

C—the maximum number of cost points available.

Note: If the formula results in a negative number (which will occur when the bidder's cost is more than twice the lowest cost), zero points shall be assigned

**PROPOSAL  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

The work associated with this proposal includes:

The design, manufacture and installation of a turn key, rail-based vehicle exhaust extraction system which allows fire department vehicles with under carriage exhaust to be connected with magnetic nozzle connections. Additional project components include the mechanical installation of associated hardware including exhaust fans, control panels, low voltage control sensors, electrical line voltage wiring and the removal and disposal of all components of currently installed systems.

The undersigned having become familiar with the local conditions affecting the cost of the work and with the contract documents including the Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the form of proposal, form of bond, etc., plans, drawings, specifications and addenda and exhibits issued and attached to the official contract document on file in the Office of the City Clerk of the City of Franklin, hereby proposed to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, equipment, expendable and otherwise, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following bidding schedule the work associated with the installation of CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT all in accordance with the contract specifications, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, issued thereto for the sums set forth in the following bidding schedule.

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF WISCONSIN ) ss  
COUNTY OF Waushara

Chris Bohrer being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(Fill out applicable paragraph.)

(1) CORPORATION

The bidder is a corporation organized and existing under the laws of the State of Wisconsin, and its president is Daniel Bohrer, and its secretary is Chris Bohrer, and it does have a corporate seal.

(2) PARTNERSHIP

The bidder is a partnership consisting of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

(3) SOLE TRADER

The bidder is an individual and is operating under a trade name, such trade name is as follows:  
\_\_\_\_\_.

(4) ADDRESS

The business address of the bidder is as follows:

5555 S. Westridge Dr New Berlin, WI 53151

Its telephone number is (262)364-0500  
(INCLUDE AREA CODE)

**PROPOSAL CONDITIONS**  
**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE**  
**VEHICLE EXHAUST SYSTEMS REPLACEMENT**

1. Total Lump Sum Proposal

It is expressly understood and agreed that the foregoing total lump sum bid is the basis for establishing the amount of the bid security and evaluation of bids.

It is further understood that all items included in the project, whether identified or implied in the drawings, notes, graphics, and specifications are intended to provide a full and complete functioning system.

The undersigned has carefully checked the contract drawings and specifications before preparing this proposal and accepts the detail as sufficient to provide a full project to Owner in accordance with the plans and specifications.

2. Bid Security

Accompanying this proposal is a (certified check) (bank draft) (bid bond) (Surety2000) in the amount of Ten Million Dollars (\$ 10,000,000 ) payable to (which protects) the City of Franklin, Wisconsin, and which, it is agreed, will be retained by the City of Franklin, Wisconsin, as liquidated damages if the undersigned fails to execute the contract in conformance with the FORM OF CONTRACT incorporated in the contract documents, and furnish a performance bond and payment bond as specified within ten (10) days from the notification of the award of the contract to the undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

3. Completion

The undersigned further agrees to fully complete all work covered by this proposal on the point of final acceptance by the Owner by **August 30, 2024**.

DATE: 4/23/2024 HASTINGS AIR ENERGY CONTROL INC  
NAME OF FIRM  
BY: Den M. Harmon BY: Chris A. [Signature]  
TITLE: SALES ENGINEER TITLE: VP, Finance

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	Lump Sum	CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT	<u>\$ 213,642.00</u>	<u>\$ 213,642.00</u>
			Unit price <u>213,642</u> dollars and <u>00</u> cents each		

TOTAL BID (Item 1)

Two Hundred THIRTEEN Thousand Six Hundred FORTY Two dollars And zero cents  
(Amount in Words) (\$ 213,642.00) (Figures)

The foregoing total shall be construed to be a lump sum contract price

NOTE: SEE STATION # 3 PRICE ADDENDUM  
FOR 6TH DROP/APPARATUS CONNECTION

QUALIFICATIONS:

The bidder shall submit a statement with bid that demonstrates the business has been in operation performing similar projects for at least 10 years.

Please see Qaulification statment attached

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Each Bidder shall be required to supply, with their bid, a list of a minimum of 10 and a maximum of 15 fire departments within a 30-mile radius where they have provided a similar system. The list must include the departments name, primary contact name, phone number, address and e-mail address.

1. North Shore Fire rescue - Chief Robert Whitaker, rwhitaker@nsfire.org, 414-357-0113, 4401 W River Ln Brown Deer, WI 53223
2. Wauwatosa FD - A/C Scott Erke, serke@wauwatosa.net, 414-479-3456, 1601 Underwood Ave Wauwatosa, WI 53213
3. Milwaukee FD, Mike Reid Fire Repairs Manager, mreid@milwaukee.gov, 414-286-5357, 118 W Virginia St. Milwaukee, WI 53204
4. Waukesha FD, Chief Joseph Hoffman, jwhoffma@waukesha-wi.gov, 262-524-3651, 130 W St Paul Ave. Waukesha, WI 53188
5. Western Lakes Fire District, Chief Bradley Bowen, bbowen@westernlakesfd.org, 262-567-8282, 1400 Oconomowoc Parkway 53066
6. Greenfield FD, Chief Dan Weber, daniel-weber@gffd.us, 414-545-7946, 4333 S 92nd St Greenfield, WI 53228
7. Caledonia FD, Chief Jeffery Henningfeld, firechief@caledonia-wi.gov, 262-835-2050, 5045 Chester Lane Caledonia, WI 53402
8. Kenosha FD, Chief Daniel Tilton, dtilton@kenosha.org, 262-653-4100, 2121 Roosevelt Road Kenosha, WI 53143
9. Brookfield FD, Chief Dave Mason, mason@ci.brookfield.wi.us, 262-782-8932, 2100 N Calhoun Road Brookfield, WI 53005
10. Pewaukee FD, Chief Mark Hoppe, hoppe@pewaukee.wi.us, 262-522-2500, W239N2242 Pewaukee Road Pewaukee, WI 53188
11. Racine FD, Chief Brian Wolf, brian.wolf@cityofracine.org, 262-635-7925, 810 8th St Racine, WI 53403
12. West Allis FD, Chief Jason Schaak, jschaak@westalliswi.gov, 414-302-8911, 7332 W National Ave West Allis, WI 53214
13. Lake Country Fire Rescue, Chief Matthew Fennig, mfennig@lakecountryfire.com, 262-646-6235, 115 Main St. Delafield, WI 53018
14. Sussex FD, Chief Kristopher Grod, kgrod@sussexwi.gov, 262-246-5235, N63W24335 Main Street Sussex, WI 53089
15. New Berlin FD, Chief Scott Gillard, sgillard@newberlin.org, 262-785-6120, 16300 W National Ave New Berlin, WI 53151

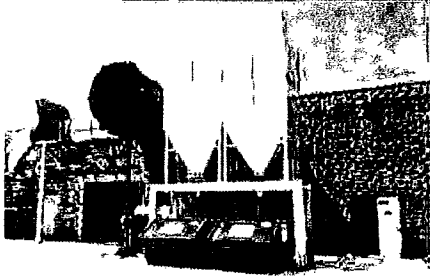
Other Qualification information included? XXX yes \_\_\_\_\_ no



**HASTINGS**  
air energy control inc.

# Capability Statement

## Hastings Air Energy Control, Inc.



### Core Competencies

Hastings Air Energy Control is a full-service provider of process ventilation systems, vehicle exhaust removal systems, air filters and energy saving ventilation controls. Our solutions include. Dust Collection, Air Cleaning, Booths, Mist Collection, Source Collection Arms and Welding Torches, Vacuum Systems, Replacement Parts & Filters, as well as Installation & On-going Service.

**CAGE code:**  
1S358

**DUNS #:**  
02315949

**NAICS Code:**  
333413  
334513  
333992  
811310  
811210  
541330

**SAM:**  
HASTINGS AIR-ENERGY CONTROL, INC.  
UE ID: ZM3QAKRU6YD3



#### Products

- IVEC Systems Equipment & Controls
- FumeVac Welding Equipment
- Dust Collection-Ambient & Ducted
- Mist Collection
- Vehicle Exhaust Removal
- Blowers

#### Services

- Facility Assessment
- Engineering Studies
- Custom Designs
- Installation
- Service & Maintenance

### Past Performance

Our experts focus on working closely with our customers to understand process ventilation requirements and provide high quality, comprehensive, reliable, and cost-effective systems. We remain committed to education for our staff and customers related to compliance with industry regulations and standards.

#### Government

- US Navy
- US Air Force
- US Coast Guard
- Chicago Fire Department
- Kratos Defense

#### Industrial

- Electric Boat
- Oshkosh Corp
- Mercury Marine
- Kerry Foods
- Cummins

#### Compliance & Awards

- OSHA
- NIOSH
- ACGIH
- NFPA
- Environmental
- Innovation (WMC)

### Differentiators

Our real point of difference is the ability to collaborate with customers and partners to provide custom solutions, suited to meet very different application needs, while significantly lowering energy costs.

- Close relationships with top-tier vendors for reliable equipment
- Not tied to just one single product line, we find the best solution
- Experienced Project Managers & Engineering team
- Documented quality control installation
- Experienced Service Team



## Contact

**Headquarters:**  
5555 S Westridge Dr  
New Berlin, WI 53151

**Contact:**  
(262) 364-0500  
[info@hastingsair.com](mailto:info@hastingsair.com)

**Website:**  
[hastingsair.com](http://hastingsair.com)

# **City of Franklin Fire Department**

## **Source Capture Exhaust System Replacement Project**

### **How Hastings Meets & Exceeds the Qualifications:**

Hastings Air energy control, inc. acknowledge acceptance of the RFP terms, scopes and conditions of this solicitation.

- Hastings Air Energy Control, Inc. Background:
  - Representing Plymovent Product line for over 25+ years
  - Hastings is a self-performed sales support & service organization
  - Number of years in Business: 53
  - Type of Operation: **Corporation**
  - Number of Employees: 47
  - Headquarters:
    - Hastings Air Energy Control, Inc
    - 5555 South Westridge Drive
    - New Berlin, WI 53151
  
- Plymovent Corporation Quality Control Programs:
  - ISO 9001:2015 - The Assembly, Distribution and Sales of Engineered Exhaust Extraction Air Filtration Systems – #39388-2008-AQ-USA-ANAB
  - UL & CUL Certified - #E-212640
  - AMCA certified blowers – Air Movement and Control Association
  - Red Dot – Engineering top design Award
  
- Qualifications of Subcontracted Installation Company:
  - All our installers have been factory trained for installation of the Plymovent Products.
  - Installation company has 20+ years' experience of installation of the product
  - Currently servicing a fire department customer base of over 4000 vehicle connections
  - Dean Havnen the sales engineer has 29 years' experience of both installation and sales of the product line being proposed for this project.
  
- Timeline:
  - Typical turnaround time for equipment delivery 10-12 weeks from issued PO
  - Equipment will shipped from manufacture in NJ to our main office in New Berlin, WI. Product will be shipped onsite to the station by a Hastings service technician This will be scheduled & coordinated with FD personnel to ensure access to the station.
  - Installation timeline is expected to be (1) week
  - Two person install crew working 10-12hrs per day



- Project Approach:
  - Start on a Monday – Crew orientation by sales rep with FD personnel to go over station scope of work and answer any questions
  - Two person install crew working 10-12hrs per day
  - Electrical work to start by mid-week after the blowers & control panels have been mounted.
  - Tailpipe modifications required for nozzle attachment to be completed prior to or during week of installation
  - System/ station commissioning performed the first part of following week based on electrical wiring has been executed. Commissioning is performed by Hastings certified technicians.
  - Owner training to be completed for all three shifts and with any other maintenance personnel the fire department wished to have trained.
  - Owner supplied with all maintenance and owner’s manuals for the equipment installed.

- Additional Notes:

- Hastings has been installing the Plymovent vehicle exhaust removal system for the past 20+ years to the fire service in Michigan and has 40+ experience in Industrial air cleaning throughout the Midwest region. Based on the meetings with the City of Franklin Fire Department regarding this project, Hastings has clear understanding of the needs of the fire department and has proposed a solution to meet/ exceed the expectations of the specifications being called out in this RFP. Hastings has a strong proactive and responsive service organization which is an important decision-making criterion for the City. We have a proven history of results in the solutions we have provided to our customers.

- Hastings Mission Statement:

*To provide high value, quality-engineered, energy efficient, environmentally responsible products and service solutions that protect workers from harmful airborne contaminants. We service customers using knowledge and experience gained over 40 years in the industry with support from carefully chosen manufactures and contractor partners.*

*We will maintain our position as the provider of choice, the acknowledged leader and innovator in the air cleaning industry. This will be accomplished in a professional manner, consistent with the values of a family owned business – while providing a work environment where new ideas are encouraged, rewarded and ultimately help us serve our customers better*

- Warranty provided by Hastings and Plymovent:

- The Plymovent system comes with a FIVE (5) year parts and labor warranty for all parts and components of the system. Plymovent is the only manufacture where all components are of the manufacture.
- Besides the Plymovent warranty, Hastings also covers the system for the five years as well on parts labor to include the mechanical installation.
- Both warranty statements from Plymovent & Hastings is provided for review.

- Maintenance capabilities
  - The system being installed per the bid document is covered under a 5 year parts and labor warranty
  - Hastings does offer a preventative maintenance program that your organization can elect to sign up for anytime and covers a 40 point inspection of the system top/down. The frequency of maintenance would be up to your organization & budget on how you would like to set-up. I have some FD's perform the maintenance annually and others bi-annually. Hastings can always train one of your members as well to help in cost savings.
  - The location service center location is at our corporate headquarters in New Berlin, WI where we stock all of our parts, filters and new & used equipment.
  - All our service technicians are employees of Hastings Air Energy Control with a total of six (6) full time service technicians that are out taking care of our customers. This is an important factor that having fulltime employees not off duty firemen ensure our customers a quick turnaround on repairs & maintenance.
  - All our technicians are factory trained and certified to perform the maintenance & repairs of the Plymovent system. They also supplied with a service truck fully equipped with spare parts.
  - Typical response time is within 24hrs for acknowledgement and 48hrs to execute the repair. Technical support can be requested 24/7
  
- Owner Training Program:
  - Hastings will provide onsite owner training for the personnel of your organization on the operation and use of the system. We will work with your team on how we can schedule/ coordinate training for all three shifts. Training will be 30-45 minutes in length and I will make myself available to spend as much time needed to ensure your members are fully aware of the operation of the system.
  - We will discuss the following:
    - How long the system can be ran at idle & high idle operations.
    - Proper attachment of the nozzle onto the tailpipe adapter.
    - Note location of control panel and the functions of the panel
    - Go over operation of vehicles with EPA07 & EPA10 emission standards
    - Items to take note of for system capabilities
    - Go over the use and functionality of the safety disconnect handle
    - Address maintenance items for product installed
    - Answer any questions form your members to ensure everyone is fully informed
  - After training Hastings will provide a training DVD for any new members that may join the department in the future. There will be a quick reference guide on the operation of the system as well for each of the stations.
  - Please note that training on proper use of the system is important to us and we can schedule an onsite training session anytime in the future at NO charge to your organization

## **Extraction System Overview:**

The system that Hastings Air Energy control is proposing the Plymovent vehicle exhaust extraction system. The preliminary timeline would be 1 week to execute the scope of work.

The Plymovent systems is a hose-based system equipped with the Magnetic Grabber nozzles. The system being proposed for your organization is the MRP Rail based System for each of the apparatus bays. The MRP rail-based system utilizes the best available technology, most compact and offers the lowest cost of ownership. Also note that this system is not a prototype system that has only been in the market place for two years but has been in the industry for over 10 years with a proven track record of success with thousands of vehicles attached to the system.

The Plymovent system has a key integrated safety disconnect handle included as part of the system. The safety disconnect handle serves a few purposes:

1. Gives your members a means of attaching the nozzle onto the tailpipe adapter
2. An important safety feature which it serves as a breakaway much like a gas pump
3. Offers means to move the nozzle from one hose drop to another.

The flex hose being offered for this project is 4" diameter with a temperature rating as noted in the specification of 600deg continuous and 700deg intermittent for the upper hose section. The lower 2ft hose section between the safety disconnect handle & nozzle is rated at 900deg continuous and 1000deg intermittent. The hottest part of any vehicle exhaust system is the first 2ft. After the first two feet, the exhaust temperature is cooled as we convey it through the system.

The nozzles for this project is the Magnetic Grabber nozzle where the nozzle houses the magnets and a conical tailpipe gets attached to the apparatus tailpipe. The 5" Grabber nozzle will accept a 5", 6" or 7" tailpipe adapter, so all the suppression vehicles/ heavies are interoperable from one bay to another.

The Ambulances will utilize the smaller 3" nozzle which will accept a 3" or 3.5" tailpipe adapter. The smaller tailpipe adapter to add valuable ground clearance due the exhaust being behind the rear axle. Plymovent is the only system to offer different size nozzles & tailpipe adapters.

The nozzle is a true surface to surface connection with nothing to align to attach the nozzle to the tailpipe adapter. The release of the nozzle is with aid of the release cable which is located between the hose saddle & the hose carrying device (trolley or internal crab assembly). Upon exit of the station once the hose pulls towards the overhead door, the cable will become taut and create the pull to release the nozzle from the tailpipe adapter. The only interaction of your members is to attach the nozzle upon return to the station.

The system will be mounted/ suspended from the station structure with aluminum support legs that are also braced for stability. Our professional & certified installers will ensure the system is ran straight & true along with keeping the system as symmetrical as possible.

The blower will be mounted on the exterior and the ducting will be routed through the existing roof or wall penetrations. The blower is direct drive with no belts or pulleys to adjust and have sealed bearings

so nothing to lubricate. Each blower is equipped with a silencer to keep noise decibels at 64dba and a back-draft rain cap ensures no prevailing winds or elements will be collected in the system.

The control panel or brains of the system will be mounted in general locations as the existing panels. The locations are flexible and can be changed if your team decides on a different location. The panel houses the motor starter, timer for the system and has a manual run option. The system will have a redundant means of activation: both the pressure sensor & transmitter along with vehicle mounted wireless transmitters tied into the apparatus ignition system. Once the system is activated, it will continue to run until the apparatus is shut off, once a signal is not being transmitted, the timer will cycle out and the blower will turn off. The system has the capacity to run the vehicles at high idle (one at a time) for vehicle checks if the weather is inclement outside. The system can handle 1500rpm for 5 minutes which is also noted on the front cover of the panel.

The system will start up and shut down automatically along with release upon exit of the system. The only interaction of your members is to attach the nozzle to the tailpipe upon return to the station.

## **Project Description of Past Experience:**

### **City of Green Bay Fire Department - 2021**

1. Project Scope
  - a. Existing customer of Hastings & Plymovent user for 25+ years.
  - b. Project scope to remove the existing Plymovent pneumatic systems complete in their (8) Fire Stations, (33) total vehicle connections and to install complete new Plymovent system with the Magnetic nozzle connection.
  - c. Project objective was to reduce the overall cost of ownership, reduce the maintenance & repairs and start with a full 5-year Parts & labor warranty
2. The project did not have a set timeline for execution. Final award and station layout March 2<sup>nd</sup>, the first station installation on June 21<sup>st</sup> with a final completion of September 23<sup>rd</sup>.
3. Original contract & Final cost - \$390,675.00, No change orders
4. No contract timeline and 180day completion timeline
5. No owner-initiated claims

### **North Shore Fire Rescue – 2020**

1. Project Scope
  - a. Department requested bids to remove and replace the existing Nederman vehicle exhaust extraction system in their (5) stations – (25) total vehicle connections
  - b. Complete removal and reinstallation of the vehicle exhaust system.
  - c. Coordination with FD to reduce downtime of the system by working with core Mechanical & electrical contractors in a systematic approach.

2. The project timeline involved 6-8 weeks for equipment arrival and (1) week per station to execute. The project kept on track with no delays of 120days to execute – notice to proceed January 14, Installation of the first station start April 8<sup>th</sup> with the substantial completion on May 8<sup>th</sup>.
3. Original contract & Final cost - \$360,775.00, No change orders
4. Project kept to agreement and 120day completion timeline
5. No owner-initiated claims

#### Hoffman Estates Fire Department – 2020

1. Project Scope
  - a. Department received an AFG grant to replace the existing Nederman vehicle exhaust extraction system for their (4) Stations – (21) total vehicle connections
  - b. Involved a complete removal of the existing system - worked with to aid in disposal of the existing product
  - c. Implemented a plan to Coordinate with department to minimize downtime of exhaust removal system from demo to start-up of new system installation
  - d. Multiple trades to project manage/ coordinate – Mechanical installation crew, Electrical contractors, Fleet services for mounting of the tailpipe adapters and wireless transmitter installation.
2. The project timeline was 120days from notice to proceed. Project award March 17<sup>th</sup>, installation of the first station on May 26<sup>th</sup> and final walkthrough for sign off July 23<sup>rd</sup>.
3. Original contract & Final cost - \$209,564.00, No change orders
4. Project kept to agreement and 120day completion timeline
5. No owner-initiated claims

SWORN STATEMENT OF BIDDER  
AS REQUIRED BY  
SECTION 66.29(7) WISCONSIN STATUTES:

I, being first duly sworn at New Berlin, Wisconsin,  
City State

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications and other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

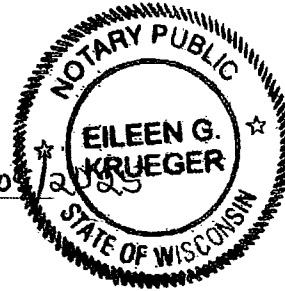
Chris Bohrer  
(Signature)  
Chris Bohrer  
(Title, if any)  
5555 S. Westridge Dr New Berlin, WI 53151  
(Address)  
262-364-0500  
(Telephone Number of Bidder)

Subscribed and sworn before me this 23rd day of April 2024

Eileen G. Krueger

Notary Public, Waukesha County My commission expires 10/01/2025

State of WISCONSIN



## GENERAL SPECIFICATIONS

### 1) DEFINITIONS:

The following terms used in these contract documents are respectively defined as follows.

- (a) "Project"  
The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract of contracts
- (b) "Owner"  
The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representative.
- (c) "Contractor"  
The person, persons, firm, or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract Also, the agents, employees, workmen or assignees of the contractor.
- (d) "Subcontractor"  
A person, firm, or corporation other than the contractor supplying labor and materials or labor only on work at the site of the project.
- (e) "Work"  
All materials, labor, supervision, use of tools, and equipment necessary to complete the project in full compliance with the terms of the contract.
- (f) "Engineer"  
City Engineer of Franklin or other engineers appointed by the Owner for the supervision of construction of the project.
- (g) "Surety"  
The person, firm, or corporation that has executed as surety the contractor's performance bond, securing the performance of the within contract. Also, the person, firm, or corporation that has executed as surety the contractor's payment bond which guarantees payment to all persons supplying labor and material utilized in the persecution of the work included in the within contract.
- (h) "Notice"  
Where in any section of the contract document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall be delivered to the City Engineer, or shall have been placed in the United States mail, addressed to the Chief Executive Officer of the Owner, at the place where the bids or proposals for the contract were opened: (as to the contractor) when a written notice shall be delivered to the Chief Representative of the contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mail addressed to the contractor at the place stated in the proposal as the address of his permanent place of business; (as to the surety) on the performance bond when a written notice is placed in the United States mail, addressed to the surety at the home office of such surety and when two (2) copies of such notice shall have been filed with the Owner.

### (2) INTENT OF CONTRACT DOCUMENTS:

The sections of the contract document and the contract drawings are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the contract.

In interpreting the contract documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well known meanings recognized by architects, engineers, and the trade.

Any work shown on the contract drawings and not covered in the contract specifications or included in the contract specifications and not shown on the contract drawings, shall be executed by the contractor as though both shown on the contract drawings and included in the contract specifications. If the contract drawings and the specifications should be contradictory in any part, the contract specifications shall govern.

(3) CONTRACT DRAWINGS AND SPECIFICATIONS:

All work shall be executed in strict conformity with the contract drawings and specifications, and the contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the special conditions of the contract and/or in the contract specifications, the Owner will furnish the contractor all copies of the drawings and specifications reasonably necessary to carry out the work, free of charge.

Figured dimensions on the contract drawings shall be taken as correct, but shall be checked by the contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and his decision thereon shall be final. All notes on the contract drawings shall be followed. Correction of errors or omissions on the contract drawings or the contract specifications may be made by the Engineer when such correction can reasonably be considered necessary for the proper execution and completion of the work.

(4) EXISTING UTILITIES AND PIPING:

The location of existing piping and underground utilities such as sanitary sewers, gas mains, storm sewers, water mains, electric duct lines, telephone lines, etc., as shown on the contract drawings have been determined from information available from the records of the parent utility companies or from actual field surveys. However, the Owner does not assume responsibility for the possibility that during construction, utilities other than those shown may be encountered or that actual locations may be different from those shown on the contract drawings.

At the locations wherein, detailed positions of these facilities become necessary to the new construction, the contractors shall, at their own expense, furnish all labor and tools to either verify and substantiate the record drawing locations, or definitely establish the position of the facilities.

Any pipe or service inadvertently damaged shall be repaired or replaced to the Owner's satisfaction at the contractor's expense. All pipe so crossed shall be supported across the trench excavation to the Engineer's satisfaction.

It shall be the responsibility of the contractor to make all necessary arrangements with the utility companies to locate their facilities including service laterals in the field during construction operations and to relocate any portions of their facilities as required to permit the installation of work included in these contracts.

(5) SHOP DRAWINGS:

After the approval of the source and purchase of items of materials and equipment, the contractor, as soon as possible, shall submit shop or setting drawings and schedules for every item of equipment or material to be incorporated in the work which is fabricated or manufactured off the site, including, but not limited to those pertaining to structural and reinforcing steel, electrical, plumbing, carpentry, heating and ventilation to the Engineer. The contractor shall make any corrections in the drawings required by the Owner or the Engineer and resubmit same without delay, together with drawings first submitted. Six (6) final copies of all corrected and approved shop or setting drawings shall be submitted to the Engineer, who, after checking, will retain three (3) copies and return three (3) copies to the contractor.

The Engineer's approval of shop drawings of equipment and materials shall extend only to determining the conformity of such equipment and materials with the general features of the contract drawings and contract specifications prepared by the Engineers. It shall be the responsibility of the contractor to determine the



correctness of all dimensions and minor details of such equipment and materials so that they will fit into the completed work, and so that when incorporated in the work, correct operation will result.

(6) SCHEDULE OF EQUIPMENT ITEMS:

As soon as possible after the execution of the contract on all contracts incorporating manufactured items, the contractor shall submit to the Owner for approval, the name of the manufacturer of each item proposed to be purchased, together with a complete description of the item and catalog cuts. No final purchase of major equipment shall be made until the written approval of the Owner is obtained, and no deviation from the selected manufacturers as stated in the contract will be accepted.

(7) "OR EQUAL" CLAUSE:

Whenever in any section of the contract documents any article, material, or equipment is defined by describing a proprietary product, by using the name of a manufacturer or vendor, the term "or equal", if not inserted shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency as approved by the Engineer.

(8) SCHEDULE OF VALUES:

Promptly following the execution of the contract documents, the contractor shall prepare and transmit to the Owner an original and three (3) copies of values and milestones suitable for partial payments, if any. The breakdown when approved will be used primarily in determining payment due the contractor on periodical estimates.

(9) INSPECTION:

The Owner and his representative shall at all times have access to the work wherever and whenever it is in preparation or progress, and the contractor shall provide proper facilities for such access and inspection.

The Owner shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the Owner may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work, or at any other time to make an examination of work already completed by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the contractor or his subcontractors, he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus 15%, will be allowed the contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the contractor, his foreman or agent, any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued, but the right of final acceptance or rejection of the work will not be waived by reason thereof, nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or Inspectors during the working hours of the day, unless provision has been made for work on other shifts. The presence of the Engineer or Inspector shall in no way relieve the contractor of the responsibility of his contract or be any warrant for furnishing of bad material or poor workmanship.

The inspection and supervision of the work by the Engineers is intended to aid the contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the contractor from any of his contract obligations.

- (10) SUPERINTENDENCE:  
The contractor will give his personal superintendence to the work, or have at the site of the work at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the contractor

Insofar as is practicable and excepting in the event of discharge by the contractor or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

- (11) LABOR:  
The contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this contract. The Owner shall have the authority to order the removal from the work any contractor's employee who refuses or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, any such person shall not again be employed on this project.

- (12) INSPECTION AND TESTING OF MATERIALS:  
Attention of the contractors is directed to the material tests required on this contract. All laboratory tests shall be made by a testing laboratory employed by the Contractor and approved by the Owner. The cost of tests shall be paid by the contractor. Unless otherwise provided in the special conditions of the contract and/or in the contract specifications, the contractor shall furnish the materials to be tested, incidental materials and labor required at the site in connection with the tests, the cost of which shall be considered as included in the price or prices set forth in the contract for contract items.

- (13) PROTECTION OF WORK:  
The contractor shall continuously maintain adequate protection of all his work from damage until the final acceptance of this project and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The contractor shall be responsible for any and all damage to public or private property that may be caused by his operations in the performance of his contract, and the contractor shall defend any suit that may be brought against himself and/or the owner on account of damage inflicted by his operations and shall pay any judgments awarded to cover such damage.

- (14) COST OF SERVICES:  
The cost of all power, lighting and heating required during construction shall be paid by the contractor and its costs merged in the contract price

- (15) USE OF JOB SITE:  
The contractor shall confine his equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by the law, ordinances, permit, or directions of the Owner and shall not encumber the premises with his materials.

The contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires, and smoke.

- (16) USE OF PRIVATE LAND:  
The contractor shall not use any vacant lot or private land as a plant site, depository for materials, as spill site, or for any other purpose without the written authorization of the Owner of the land (or his agent), a copy of written authorization shall be filed with the Owner.

- (17) ACCESS TO PRIVATE PROPERTY & SCHEDULE OF CONSTRUCTION OPERATIONS.  
Prior to commencement of any work under this contract, the contractor shall confer with the Engineer and other representatives of the Owner and prepare a detailed schedule of construction operations.

This schedule shall be subject to the approval of the Owner, and the Owner reserves the right to subsequently modify the schedule should he deem it necessary.

All construction work shall be prosecuted in a fashion which will cause a minimum of interference with pedestrian and vehicular traffic. Access to alleys and private driveways shall also be provided as soon as possible.

At the close of each day's construction work, at least one lane of traffic shall be maintained on all streets.

(18) SUBCONTRACTS:

The contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

The contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner.

The contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the general and special conditions of the contract, the contract drawings and specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

(19) ASSIGNMENT OF CONTRACT:

No assignment by the contractor of any construction contract, or any part thereof, or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the written approval of the Owner and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials."

(20) OTHER CONTRACTS:

The Owner may award other contracts for additional work at the site of the project (or other locations) and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

(21) OWNER'S RIGHT TO DO WORK.

If the contractor neglects to prosecute the work to be performed on this contract properly, or fails to perform any provision of this contract, the Owner, after three days written notice to the contractor and his surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the contractor.

(22) TERMINATION FOR BREACH:

In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may serve written notice upon the contractor and the surety of its intention to terminate this contract. Such notice shall contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall upon expiration of said ten (10) days cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract;

provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or force account and at the expense of the contractor and his surety shall be liable to the Owner for any excess cost thereby occasioned the Owner.

In cases where the contractor has failed to complete minor items of work within the time set for completion of the contract, but limited to cases where the value of such uncompleted work does not exceed five percent (5%) of the total construction cost of the work, then the Owner shall have the privilege, without terminating this contract, of completing said items of work and then deducting from the sums due the contractor under this contract the total cost which the Owner incurs in completing such minor items of work. In such cases the Owner may complete such minor items of work by force account or by employing some other contractor to complete such minor items of work. In the event the Owner desires to adopt this procedure, he shall deliver to the contractor a written statement, enumerating and describing the items not completed or imperfectly completed and shall in such statement demand that the contractor complete the work in conformity with the contract and within a time to be fixed in such statement by the Owner, and then if the contractor refuses to comply, or if he neglects to comply within the time stated, the Owner may proceed as herein above set forth. The time within which the contractor shall be required to complete the items set forth in such statement must depend on the amount of time reasonably required for the performance of the work in question but shall not in any event be less than ten (10) days, nor more than thirty (30) days.

(23) MATERIALS AND WORKMANSHIP:

Unless otherwise stipulated in the contract specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract shall be new and of the best grade of their respective kinds for the purpose. The contractor shall furnish to the Owner for his approval the name of manufacturers of machinery, mechanical, or other equipment which he contemplates installing, together with their performance capacities and other pertinent information.

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers, and the trades.

When required by the contract specifications or when called for by the Owner, the contractor shall furnish the Owner for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials, parts, and workmanship shall be guaranteed by the contractor and the surety for a period of two (2) years from the date of final acceptance, and this guarantee must be covered in the surety bond for the contract.

No material of any kind shall be installed in the project until it has been inspected by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project when, in the opinion of the Engineer, provisions of the contract drawings, specifications, or contract conditions are being violated by the contractor or his employees, the Engineer shall have the right and authority to order all construction to cease or materials to be removed, until arrangements satisfactory to the Engineer are made by the contractor for resumption of the work in compliance with the provisions of the contract. It shall not be construed as a waiver of defects if the Engineer shall not order the work stopped or more material removed, as the case may be.

(24) CUTTING AND PATCHING:

Not used

(25) GUARANTEES:

All work to be performed under this contract shall be constructed in compliance with the contract drawings, the contract specifications, and standard construction codes, and must be guaranteed by the contractor and his surety for a period of eighteen (18) months from the date of final acceptance by the Owner against

defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project the contractor and his surety must guarantee that the type, quality, design and performance will fully meet the requirements of the contract specifications.

In placing orders for equipment, the contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the contract drawings and specifications and that the manufacturer will repair or otherwise make good any defects in work or materials which may develop within a period of eighteen (18) months from the date of final acceptance. Furthermore, the contractor shall require that the manufacturer agree in writing, at the time the order for equipment is placed, that he will be responsible for the proper functioning of the equipment in cooperation with the contractor, and that whenever necessary during the installation period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation and will supply, without additional cost to the Owner, such superintendence and mechanical labor as may be necessary to make any adjustments, and to supply additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings. Two (2) copies of each guarantee of agreement shall be furnished to the Owner by the Contractor.

(26) FINAL TESTS:

After completion of the work to be performed on this contract, the contractor shall make any and all tests required by municipal or state regulations and where so provided in said regulations shall furnish the Owner with certificates of inspection by the municipal or state regulatory bodies. The contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public and all tests needed to determine complete and faithful compliance with all provisions of this contract.

(27) CLEANING UP AND FINAL INSPECTION:

The contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work, he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding and surplus materials and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several contractors, if more than one is employed on the project in proportion to the amounts as shall be determined by the Owner to be just.

On or before completion of the work the contractor shall, without charge, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work and shall remove all rubbish of all kinds from the grounds which he has occupied and shall leave the work clean and in good condition.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction, and as the work or any part thereof approaches completion, the contractor shall systematically and thoroughly clean and make any needed repairs to them. He shall furnish at his own expense suitable tools and labor for removing all water and clearing out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work in the opinion of the Engineer, fall short of first-class work shall be promptly corrected by the contractor at his own expense. Cleaning and repairs shall be arranged, as far as practicable, to be completed upon finishing the construction work. Notice to begin final cleaning and repairing, if such is needed, will be given by the Engineer who at the time will make his final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

(28) CONTRACTOR'S INSURANCE:

The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph. Certificates of insurance, together with duplicates of the policies, fully executed by officers of the insurance company shall be filed with the Engineer and Owner for approval. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. The contractor shall also submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or to be changed without ten (10) days notice in advance to the Owner and consented to by the Owner and the policy shall so provide.

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	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit  CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate  CITY shall be named as an additional insured on a primary, non-contributory basis.
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 \$2,000,000 minimum aggregate per person, per aggregate  CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	Statutory  Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.
E. Professional Liability	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply Owner 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 Owner, and naming Owner as an additional insured as required above.

(29) PROOF OF CARRYING INSURANCE

The contractor shall furnish to the Owner satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. The contractor shall also submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire or be changed without notice of ten (10) days in advance to the Owner and consented to by the Owner.

(30) CONTRACT SECURITY:

The contractor shall furnish performance and payment bonds in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of this contract and the payment bond must contain binding provision that the surety will guarantee the payment of all persons performing labor and furnishing materials in connection with this contract.

(31) DAMAGE CLAIMS TO BE PAID BY CONTRACTOR-OWNER TO BE HELD HARMLESS:

The contractor, in performance of this contract, shall put up and maintain barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever made or suffered upon the premises, public sidewalks, or highways, or areas within the immediate vicinity of said construction; and shall hold the Owner safe and harmless for the happening of any accident claimed or alleged to be the result of any negligence that is the proximate result of the doing or performing of any work or service in connection with the immediate vicinity. The contractor and his surety will assume such liabilities and will pay on demand any and all damage or damages occasioned as herein specified

The contractor shall well and truly save, indemnify and keep harmless the Owner against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said contractor, or the agents, employees, or workmen of said contractor in any respect whatsoever.

(32) CLAIMS AND PAYMENTS FOR LABOR, MATERIAL AND WORK:

The contractor shall save the Owner harmless from all claims or demands of any subcontractor employed by the contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the contractor herein for the doing of the work referred to herein, and it is expressly understood and agreed that the liability or whatsoever kind or nature, including those referred to and established by Section 289.16 and 289.53 of the Wisconsin Statutes of 1955 and acts supplementary thereto. Further, the contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to and surety shall undertake that the contractor will pay all claims for work or labor performed and materials furnished and that the said contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for, on, in or about said building or under this contract.

(33) DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT:

The contractor shall pay for all royalties and patents for any patented product used by him or incorporated in the work, shall defend all claims or suits for infringement or any patent right brought against himself or the Owner, and shall save the Owner harmless from loss on account thereof; the contractor shall indemnify and save harmless the Owner and its officers and agents from all damages, judgments, claims, and expenses arising from the infringement of any letters patent, or patent right, or because of any royalty, fee, or license for the use, arrangement or operation of any tools, machinery, appliances, devices, or materials which may be used by the contractor or furnished by him in fulfillment of the requirements of this contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the Owner may retain out of the monies which are or which may become due the contractor under this contract, a sum of money sufficient to protect itself against loss and to retain the same until said claims are paid or satisfactorily adjusted.

(34) PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:

The contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by municipal, state, and federal regulations and laws, unless specifically provided otherwise in the special conditions of the contract and/or in the contract specifications

The contractor shall give all notices, pay all fees and comply with all federal, state, and municipal laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work. This contract, as to all matters, not particularly referred to and defined therein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is constructed which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

(35) ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The contractor shall put up and maintain such barriers and supply such watchmen as will effectively prevent accidents and, in addition, during night hours he shall put up and maintain sufficient lights and flares to warn and safeguard the public against accidents. The contractor who is executing the work on this project shall not unnecessarily impede or interfere with traffic on public highways or streets, and the Owner is to be the sole judge as to what constitutes unnecessary interference with traffic or as to what constitutes a hazard in traffic. The contractor shall confer with him and keep local police and fire departments fully informed as to streets or alleys which are to be closed to traffic for construction purposes.

(36) SANITARY CONVENIENCE:

The contractor shall provide and maintain on the construction work at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. Pit type toilets shall be of proper design and flytight. All toilet facilities shall be subject to approval of local and state departments of health.

(37) NOTICE TO START WORK:

The contractor shall notify the engineer or project manager in writing forty-eight (48) hours before starting work at the site of this contract of his intention to do so. In case of a temporary suspension of work, he shall give a similar notice before resuming work.

(38) WORK IN BAD WEATHER:

No construction work shall be done during stormy, freezing or inclement weather except as can be done satisfactorily and in a manner to secure first class construction throughout and then only subject to permission of the Owner.

(39) MEASUREMENT OF WORK:

(a) Unit Price Basis:

If any or all of the work to be performed under this contract is on a lump sum price basis. Unless part of an approved schedule of values, payment shall not be made until unit is fully assembled, constructed, installed, and functioning.

(40) OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS & MAKE APPLICATION THEREOF:

The Owner may withhold from payments to the contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the work;
- (b) For defective work not remedied;
- (c) For failure of the contractor to make proper payments to the subcontractors,
- (d) Reasonable doubt that this contract can be completed for the balance then unpaid;
- (e) Evidence of damage to another contractor; and
- (f) Liquidated damages due to failure to meet contract completion dates.

The Owner will disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom.



The Owner will render to the contractor a proper accounting of all such funds disbursed in behalf of the contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all subcontractors, materials suppliers, and employees of the contractor have been paid in full.

(41) CHANGES – PAYMENT:

The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods:

- (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract;
- (b) By a supplemental schedule of prices contained in the contractor's original bid and incorporated in this construction contract;
- (c) By an acceptable lump sum or unit price proposal by the contractor; and
- (d) On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance), plus a specified percentage of the cost of such labor, materials, and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials, and insurance and shall in no event exceed a specified limit.

No claim for an addition to the contract price will be valid unless authorized as aforesaid.

In cases where a lump sum proposal is submitted by the contractor in excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other contractors. If a proposal for such added work is obtained from other contractors at a lesser amount, the Owner reserves the right to make an award of such work to another contractor, unless the contractor on this contract agrees to do the added work or changed work for the price named by the other contractor.

It shall be expressly understood and hereby agreed to by the contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and resident engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work either in writing or verbally.

(42) DEDUCTION FOR UNCORRECTED WORK:

If the Owner deems it expedient to accept work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

(43) FINAL ACCEPTANCE OF THE WORK:

The contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

(44) CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final payment on this contract by the Owner nor any provision in these contract documents shall relieve the contractor or surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law or within the guarantee period of one year from final acceptance of the work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials

(45) OWNER'S RIGHT TO USE UNCOMPLETED WORK:

The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the contractor or his surety for defects in the work or failure to complete same in its entirety.

**PROJECT SPECIFICATIONS  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

INDEX

GENERAL

All specifications in the preceding sections and included in this section of the documents are designated as project specifications. These specifications define and describe the specific construction materials, minor equipment items, and construction methods for this project. In these Project Specifications, reference is made to the general specifications included in or referred to in the preceding section of the document. These General Specifications supplement the Project Specifications.

Unless otherwise stated under a separate item or items in the Project Specifications, the unit bid and contract price on this project shall include the furnishing of all labor, materials, equipment, tools, traffic control, and services required for the furnishing and installation complete in place and ready for use of all work required on this project in strict conformance with the contract drawings, the General Specifications and the Project Specifications.

PROJECT SCHEDULE

An award of contract is anticipated to occur by April 25, 2024. The contractor shall promptly supply signed contracts, proof of insurance, and all other required contract documents. The contractor shall expeditiously prepare required permits, shop drawings, schedules, and all other submittals required. The intent is to have final completion on or before August 30, 2024. Contractor shall submit a proposed schedule change prior to award of contract if additional time may be needed.

ITEM DESCRIPTIONS

See Contract Attachments and Drawing Sections for item descriptions. These descriptions define and describe specific project requirements and are written to be consistent with all project specifications.

**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

**CONTRACT ATTACHMENTS**



**ARTICLE III.**

**SPECIAL CONTRACT REQUIREMENTS**

A. Component Parts of the Contract

Each contract consists of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if attached hereto

- 1) Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.
- 2) Special Conditions of the Contract.
- 3) General Conditions of the Contract.
- 4) Project Specifications
- 5) General Specifications.
- 6) Contract Attachments and Drawings.
- 7) Instructions to Bidders.
- 8) Advertisement for Bids.
- 9) Contractor's Proposal.
- 10) This Instrument.

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

B. Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from the Owner and to complete fully all the work included in this contract to the point of final acceptance by **August 30, 2024 unless otherwise approved by Owner at Award of Contract.**

C. Liquidated Damages for Delay

The Contractor guarantees that he can and will complete the work within the time limit stated in the contract documents, or within the time as extended as provided elsewhere in this contract. Inasmuch as the damage and loss to the City which will result from the failure of Contractor to complete the work within the stipulated time, will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of Six Hundred Dollars (\$600.00) for each calendar day, Sunday's and holidays included, by which the Contractor shall fail to complete the work of any part thereof in accordance with the provisions hereof, and such liquidated damages shall be considered as a penalty

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, the day and year first written above.

(SEAL)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein above; that \_\_\_\_\_ who signed the foregoing contract on behalf of the contractor was then \_\_\_\_\_ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Signature

(Corporate Seal)

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

(SEAL)

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

Provisions have been made to pay the liability that will accrue under this contract.

By: \_\_\_\_\_  
Danielle Brown, Director of Finance & Treasurer

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to form \_\_\_\_\_, 2024

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

INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

The penal amount of the performance and payment bonds for a unit price contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bonds attached hereto shall be used for each contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond with the recital that they are partners composing a firm, naming it

If the principal is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the face shall be stated in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A power of attorney authorizing the execution of the bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be countersigned by a licensed resident agent.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held and firmly bound unto  
\_\_\_\_\_ in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the UNITED  
STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs,  
executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contract, dated the \_\_\_\_ day of \_\_\_\_\_, 2024, with the **CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN** for the **CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT** complete, as described in the foregoing contract and article of agreement.

NOW, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said principal shall in all respects well and truly keep and perform the said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or equipment furnished for the purpose of constructing the work provided in said contract and shall defend, indemnify and save harmless said \_\_\_\_\_ against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind except as otherwise provided in said specifications and other contract documents, arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of eighteen (1) months from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witness: \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
(In Individual or Firm) \_\_\_\_\_ (Seal)

Attest: \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
(If Corporation) \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Surety) \_\_\_\_\_ (Surety)

Approved \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, hereafter called  
Principal, and \_\_\_\_\_ a corporation duly organized and existing  
under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact business within  
the State of Wisconsin, hereafter called Surety, are jointly and severally held and firmly bound unto the **CITY OF  
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN**, hereafter called Owner, in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States, for the payment whereof unto Owner  
Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Owner has awarded to Principal a contract for the **CITY OF FRANKLIN FIRE  
DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT** WHEREAS,  
Principal is required under the terms of the contract to furnish a bond for the Material and Laborers in the contract.

NOW, THEREFORE, if said Principal as Contractor in said contract, or subcontractor, fails to pay for any  
materials, provisions, fuel, lubricants, other supplies, equipment, or tools, used in, upon, for or about the performance  
of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the  
Unemployment Insurance Act with respect to such work or labor, or for insurance premiums for such work said  
Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought  
upon this bond, a reasonable attorney's fee, to be fixed by the court.

PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made  
pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor  
shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety,  
and notice of such alterations or extensions of the contract is hereby waived by the Surety

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to  
the benefit of Principal, Surety, and Owner and their respective heirs, executors, administrators, successors, and  
assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Seal \_\_\_\_\_ By \_\_\_\_\_  
Principal  
Signature

\_\_\_\_\_ Attest \_\_\_\_\_  
Seal \_\_\_\_\_ By \_\_\_\_\_  
Surety  
Signature

\_\_\_\_\_ Attest \_\_\_\_\_  
\_\_\_\_\_  
(Surety's Mailing Address)  
\_\_\_\_\_  
\_\_\_\_\_  
(Telephone No.)

(Attach Notarial Acknowledgement of Surety)

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

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

Approved by the City of Franklin

By \_\_\_\_\_  
John R. Nelson, Mayor

By \_\_\_\_\_  
Danielle Brown, Director of Finance & Treasurer

**Resolution--Authorization to execute contract**

Whereas, it is for the best interests of this corporation to enter into a contract \_\_\_\_\_ *[specify nature of contract]*.

Resolved, that \_\_\_\_\_ *[specify authorized officer]* of this corporation is authorized and empowered on behalf of the corporation to enter into a contract with \_\_\_\_\_ *[name of other party to contract]* in consideration of \$ \_\_\_\_\_ upon the terms and conditions contained in the proposed contract, a copy of which is attached as Exhibit \_\_\_\_\_, and made a part of this resolution or on such terms and conditions as may be agreed upon between owner and \_\_\_\_\_ /name of other party to contract], for \_\_\_\_\_ /specify object of contract], at \_\_\_\_\_ /location)].

I, \_\_\_\_\_, \_\_\_\_\_ *[secretary etc.]* of \_\_\_\_\_ *[corporation]*, a Wisconsin corporation, certify that the foregoing is a full, true, and correct copy of the resolution of the board of directors of the corporation, duly and regularly passed and adopted at a meeting of the board duly called and held in all respects as required by law, and by the bylaws of the corporation, at its office, on \_\_\_\_\_, at which meeting a quorum of the board was present.

Executed by me as \_\_\_\_\_ *[secretary, etc.]* of the corporation on \_\_\_\_\_ 2024.

\_\_\_\_\_  
*Signature*

*[Seal]*

**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT  
PROJECT TECHNICAL SPECIFICATIONS**

**1. Applicable codes, regulations and guidelines**

A. All workmanship and materials shall be in accordance with applicable codes, regulations and guidelines. The following codes, regulations and guidelines are to be considered part of these specifications and are a minimum standard of evaluation for this hazardous material exhaust system.

- NIOSH
- Underwriters Laboratory (UL)
- National Fire Protection Agency (NFPA)
  - National Electric Code (NEC)
  - NFPA 1500 – 2002 Edition
- Air Movement and Control Association International, Inc. (AMCA)
- International Mechanical Code (IMC)
- Uniform Mechanical Code (UMC)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

B. Manufacturer must be an ISO 9001:2000 Certified Company with Certification issued to a United States Facility.

Comply                       Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

**2. System description / Quantity of vehicles to be connected**

**Fire Station 1 – 8901 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows seven (7) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (3) 75ft Rail Based Systems complete with (2) rails having two vehicle connections per rail & (1) rail having one vehicle connection
- (2) 30ft Rail Based Systems complete with one vehicle connection for back-in operation
- Exhaust fan complete with silencer & back-draft damper
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 2 – 9911 S. 60th St.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows six (6) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (3) 80ft Rail Based Systems complete with two vehicle connections per rail
- Exhaust fan complete with silencer & back-draft damper.
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 3 – 4755 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows five (5) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components:

- (2) 70ft Rail Based Systems complete with one rail having two vehicle connections and one with a single vehicle connection
- (2) 30ft Rail based systems complete with one vehicle connection for back-in bays
- Exhaust fan complete with silencer & back-draft damper.
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

**3. Functional Requirement of Exhaust Extraction System:**

A The exhaust removal system must provide virtually 100% complete evacuation of all vehicle emissions (particulate, gasses and fumes) at the source from start up to exit of the apparatus from the fire station. Independent certification documents shall be provided and attached to the bid proposal.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

B The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire department members or visitors.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

C. Rail-based systems that minimize hanging hose loops and minimize moving parts are strongly preferred. A track based, sliding balancer track type or flex track type system are highly undesirable

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

D. All components used along the rail and in system shall be of non-rusting material. Components shall be set at heights to not impede movement of apparatus

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

E. Upon emergency vehicle(s) starting, the exhaust ventilation fan shall be automatically energized by the output pressure generated by any internal combustion engine and evacuate the toxic exhaust fume.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

F The nozzle must release and disconnect near the threshold of the exit door regardless of the speed the vehicle may exit the door.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

G. Systems which limit the exiting speed are not acceptable as they can limit emergency response time.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

H. The system will not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

I. Systems that require additional or alternate power source to eliminate detaching during power failure are not acceptable due to additional maintenance requirements.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

J. To protect the apparatus electrical system from any possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for the system's operation.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_



K The system will not incorporate any electromagnetic or magnetic devices that require either fastening or drilling into the side body panels or tailpipes of the fire apparatus, which could affect vehicle warranty

Comply  Exception

Exception Details: \_\_\_\_\_

L. The nozzle release mechanism must be external on the system to insure safe disconnect of nozzle from tailpipe.

Comply  Exception

Exception Details: \_\_\_\_\_

M. The upper hose assembly must be rated for a minimum 600°F continuous, 700°F intermittent temperature to ensure the exhaust fume does not deteriorate the hose and leak. The lower hose assembly must be rated for a minimum 900°F continuous, 1221°F intermittent temperature.

Comply  Exception

Exception Details: \_\_\_\_\_

N. For system flexibility and safety, the system must be provided with a safety disconnect breakaway device that allows the lower hose and upper hose assemblies to separate. The lower hose assembly and nozzle must be capable of being disconnected and moved to a different location with ease and without the use of tools.

Comply  Exception

Exception Details: \_\_\_\_\_

O. The upper and lower hose sections must be capable to swivel 360 degrees, (if swivel is incorporated in design) allowing free flowing system operation, thus allowing no tension on the hose attachment and the hose release features.

Comply  Exception

Exception Details: \_\_\_\_\_

P. Systems that utilize adaptors which mate with magnetic type nozzle connection in order to secure the nozzle to exhaust pipe in a fastening mode must be metal to metal connection.

Comply  Exception

Exception Details: \_\_\_\_\_

Q. Systems which require disconnection of nozzle from vehicle when working on vehicle's fuel system, recharging batteries or whenever there is a risk of inflammable dust or explosive gases, are not acceptable.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

R. For safety of fire department members, systems which require tailpipes or their adapters to protrude beyond the outside edge of the chassis are no acceptable due to NFPA 1901, 2009 requirements.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

S. Tailpipe Adapters (if used) must be bolted onto the exhaust system, welded on adapters will not be acceptable. The tailpipe adapters need to be made of stainless steel to prevent rusting & corrosion. They must also be available in multiple sizes and clamped onto the apparatus.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

T. The transition from the magnetic nozzle to the flexible hose (if used) shall be one-piece welded construction to prevent leaks of exhaust fumes. The transition shall be made of stainless steel for durability.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

U. The nozzle construction shall not use a rubber connection to the vehicle's tailpipe (or tailpipe adapter). Nozzle must be available in multiple sizes and constructed of a material that is rustproof and capable of withstanding chemical corrosion from road materials.

Comply  Exception

Exception Details: \_\_\_\_\_  
\_\_\_\_\_

4. **Warranty:**

A. The bidder shall guarantee all materials, equipment, and workmanship for a period of five (5) years from the date of final acceptance of the completed project against original defects of material and workmanship, or excessive wear or deterioration. Defects shall be made good on site, at the bidder's expense, with no cost or obligation to the owner. The bidder shall guarantee the work of any contractors used in the supply of this bid.

Comply  Exception

Exception Details: \_\_\_\_\_

**5. Service Capabilities**

- A. Training to be provided by bidder at the time of installation to the fire department members on the use and operation of the Vehicle Exhaust Extraction System to all three duty shifts.

Comply  Exception

Exception Details: \_\_\_\_\_

- B. The Bidder must have an experienced service technician able to respond and be onsite within 24 hours to a service request. Bidder must have full time service technician as an employee of the distributor that has been factory trained to perform the service work of the system. Certification shall be included with bid.

Comply  Exception

Exception Details: \_\_\_\_\_

- C. Bidder shall supply physical address, phone number and e-mail address for the equipment's service center located in Wisconsin.

Service Center location: HASTINGS AIR ENERGY CONTROL, INC.

Service Center address: 5555 S. WESTRIDGE DRIVE NEW BELTON, WI 53154

Service Center Phone #: 262-364-0500

Service Center Contact: TOM KARTH

Service Center e-mail address: TOMKARTH@HASTINGS AIR. COM

Comply  Exception

Exception Details: \_\_\_\_\_

- D. The Bidder must stock parts for the proposed equipment within the service center location located in Wisconsin.

Comply  Exception

Exception Details: \_\_\_\_\_

*These specifications must be certified by the bidder and returned with bid with response noted in each box. If boxes are not fully checked, the bid will be considered non-responsive and disqualified in its entirety.*

Bidder HASTINGS AIR ENERGY CONTRA, INC

Printed Name Chris Bohrer

Title VP, Finance

Address 5555 S Watridge Rd

New Berlin, WI 53151

Phone 262-364-0500

Signature Chris Bohrer

Date 4/23/24



**HASTINGS**  
Energy Services Inc



# Project Quotes & Station Drawings



**HASTINGS**  
air energy control, inc

Prepared For: Chief James Mayer  
Prepared by: Dean Havnen  
Date: 4/25/2024

## Proposal for Franklin Fire Department Fire Station #1 - Plymovent Vehicle Exhaust Extraction System for (7) Apparatus Connections

Hastings Air Energy Control, Inc.



Engineered Solutions Down & Backdraft Tables Vehicle Exhaust Systems Replacement Filters & Parts	Dust / Wet Collectors Air Filtration Products Ventilation Equipment Industrial Vacuum Systems	Automation & Energy Controls Remote Monitoring Access Installation & Service Industrial Flex Hose
---	--	--

Hastings Air Energy Control, Inc.



**HASTINGS**  
air energy control, inc

P 800.236.8450 / 262.364.0500  
F 800.260.9199 / 262.364.0550  
hastingsair.com

Proudly Serving our Customers Nationally and throughout North America

**Bill To:**

Franklin Fire Department - #1  
(Main)  
8901 West Drexel Avenue  
Franklin, WI 53132

**Ship To:**

Franklin Fire Department - #1  
(Main)  
8901 West Drexel Avenue  
Franklin, WI 53132

Date: 4/25/2024

Salesperson: Dean Havnen  
Quote: QUO-17863-W5B0J1  
Expires: 7/31/2024

**Quote Per Request**

The proposal includes the design, manufacture and installation of a vehicle exhaust extraction system which allows seven (7) vehicles with under carriage exhaust to be connected with Magnetic nozzle connections.

**Total Price: \$84,085.00**

**Scope**

System includes:

- (3) 70ft Rail Based Systems complete with (2) rails having two vehicle connections per rail & (1) rail having one vehicle connection
- (2) 30ft Rail Based Systems complete with one vehicle connection for back-in operation
- (2) 5hp exhaust fan complete with silencer & back-draft damper.
- (2) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

**System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions**



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air energy control, inc

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F 800.260.9199 / 262.364 0550  
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**Bill To:**

Franklin Fire Department - #1  
(Main)  
8901 West Drexel Avenue  
  
Franklin, WI 53132

**Ship To:**

Franklin Fire Department - #1  
(Main)  
8901 West Drexel Avenue  
  
Franklin, WI 53132

Date: 4/25/2024

Salesperson: Dean Havnen  
Quote: QUO-17863-W5B0J1  
Expires: 7/31/2024

Part #	Description	Qty
VE-MRP-30	Mini Rail System 30 Includes: 28.5' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 12SMm/5" Dia Connection (Rear) 60' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	2.0
VE-MRP-70	Mini Rail System 70 Includes: 66.5' Of Extruded Aluminum Profile 2- Mrp Rail End Caps 1- Hydraulic Shock 2- Rrdc-125, Middle Rail Duct Connector, 5" Diameter 140' Feet Of Mrp Rubber Lip 7-Top Suspension Mount Kits * "	3.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	7.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	7.0
VE-SBTA-MG-LH34HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	4.0
VE-SBTA-MG-LH54HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	3.0
FAN-087N	TEV Fan, 5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor. Upblast vertical discharge configuration	2.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	2.0
DAMP-034	Damper, backdraft 6" BDD/One per drop on STRA	7.0
DAMP-046A	Damper - Backdraft - 12"	2.0
SIL-12A	Silencer - 12" - 12x16x36	2.0
VE-CP-036	Control operation system for 5HP-480V-3PH- 7 AMPs	2.0





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ADAP-151TG	Topgrade stainless steel tailpipe adapter (TPA) 7", for Magnetic Grabber (MG) 5"	3.0
ADAP-134TG	Topgrade stainless steel tailpipe adapter (TPA) 3.5", for Magnetic Grabber (MG) 3 IN	4.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	2.0
VE-WRK-T09	Transmitter, Remote, 2.4 GHZ w/spade lugs	7.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired	7.0
INST-M	Mechanical installation to include mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 10hp exhaust fan & (1) control panel.	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0
BOND	Bond	1.0

**Total Price: \$84,085.00**

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Terms:  
 Prepay - 3% Discount:  
 Net 30 Days from Shipment  
 Visa/Mastercard/Discover

Purchase Order # \_\_\_\_\_

**Thank you for considering Hastings.**

**Please remit to:**  
**Hastings Air-Energy Control, Inc.**  
**5555 S. Westridge Drive**  
**New Berlin, WI 53151-7900**



HASTINGS AIR ENERGY CONTROL, INC.  
 111 W. 10th St., Suite 100  
 Hastings, NE 68901  
 5555 South Virginia Drive  
 New York, NY 10015-7900  
 FAX: 718-338-5782  
 Phone: 718-338-5782

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**NOTES:**

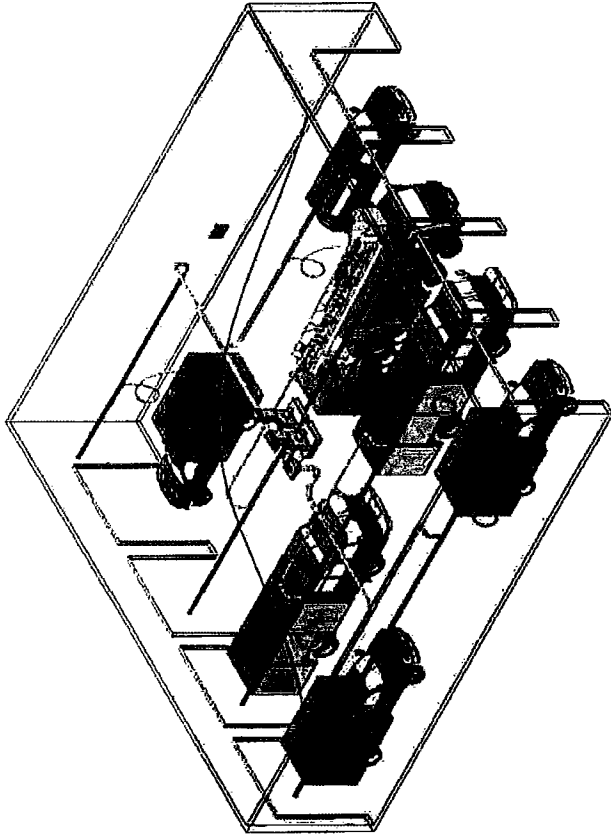
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 - 208/1PH/60 POWER

FRANKLIN FD  
 FRANKLIN WI

STATION # 1

NO.	DATE	DESCRIPTION

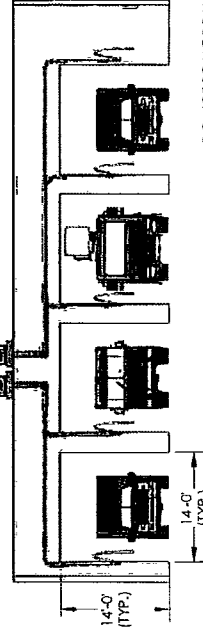
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HASTINGS	118.003



**NOTES**

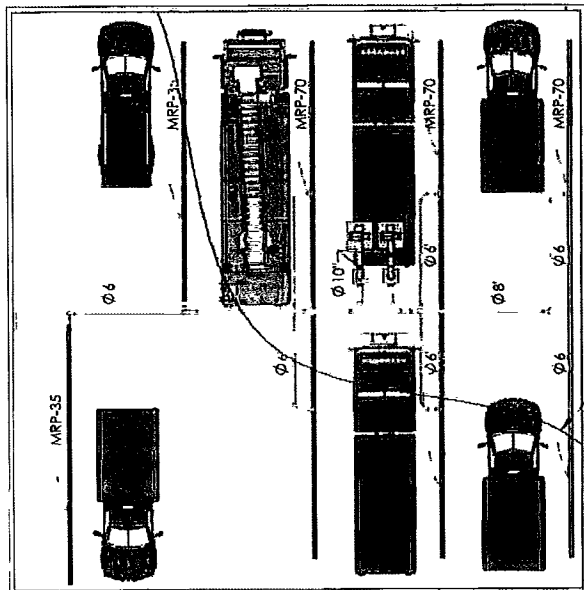
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 SHP TEV FAN - (2)  
 SHP TV (2)  
 MRP-35 (2)  
 12" SILENCER w/BACKDRAFT RAINCAP - (2)  
 CONTROL PANEL (05-3) - (1)

SHP TEV FAN w/SILENCER w/RAINCAP  
 (TYP. OF 2)  
 (ROOF MOUNTED)

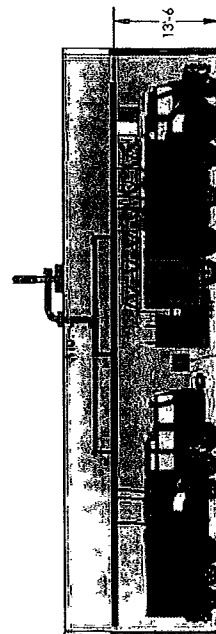


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ROOF CUTAWAY LINE



CONTROL PANEL  
 (05-03)

73'-0"



**HASTINGS**  
air energy control, inc.

Prepared For: Chief James Mayer  
Prepared by: Dean Havnen  
Date: 4/25/2024

**Proposal for  
Franklin Fire Department Fire Station #2 - Plymovent Vehicle Exhaust  
Extraction System for (6) Apparatus Connections**

Hastings Core Focus:



Extraction & Service = Results



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F 800.260.9199 / 262.364 0550  
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**Bill To:**

Franklin Fire Department #2  
9911 South 60th. Street

Franklin, WI 53132

**Ship To:**

Franklin Fire Department #2  
9911 South 60th. Street

Franklin, WI 53132

Date: 4/25/2024

Salesperson: Dean Havnen

Quote: QUO-17860-Q1T2Z3

Expires: 7/31/2024

**Quote Per Request**

The proposal includes the design, manufacture and installation of a vehicle exhaust extraction system which allows six (6) vehicles with under carriage exhaust to be connected with Magnetic nozzle connections.

**Total Price: \$67,866.00**

**Scope**

System includes:

- (2) 70ft Rail based Systems complete with two vehicle connections per rail
- (2) 35ft Rail based Systems complete with one vehicle connection per rail
- (1) 7.5hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

**System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.2**



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**Bill To:**

Franklin Fire Department #2  
9911 South 60th. Street

Franklin, WI 53132

**Ship To:**

Franklin Fire Department #2  
9911 South 60th. Street

Franklin, WI 53132

Date: 4/25/2024

Salesperson: Dean Havnen

Quote: QUO-17860-Q1T2Z3

Expires: 7/31/2024

Part #	Description	Qty
VE-MRP-35	Mini Rail System 35 Includes: 33.25' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5" Dia Connection (Rear) 70' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	2.0
VE-MRP-70	Mini Rail System 70 Includes. 66.5' Of Extruded Aluminum Profile 2- Mrp Rail End Caps 1- Hydraulic Shock 2- Rrdc-125, Middle Rail Duct Connector, 5" Diameter 140' Feet Of Mrp Rubber Lip 7-Top Suspension Mount Krts * "	2.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	6.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	6.0
VE-SBTA-MG-LH34HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	3.0
VE-SBTA-MG-LH54HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	3.0
FAN-088N	TEV Fan, 7.5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor. Upblast vertical discharge configuration	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-034	Damper, backdraft 6" BDD/One per drop on STRA	6.0
DAMP-046A	Damper - Backdraft - 12"	1.0
SIL-12A	Silencer - 12" - 12x16x36	1.0
VE-CP-025	Control operation system for 7.5HP-208V-240V 3PH 19AMP	1.0
ADAP-151TG	Topgrade stainless steel tailpipe adapter (TPA) 7", for Magnetic Grabber (MG) 5"	3.0



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ADAP-134TG	Topgrade stainless steel tailpipe adapter (TPA) 3.5", for Magnetic Grabber (MG) 3 IN	3.0
SEN-002	Engine Pressure Sensor Assembly w/ear clips	6.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	5.0
VE-LEG-MKF	Vertical Leg Mount Kit	11.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T09	Transmitter, Remote, 2.4 GHZ w/spade lugs	6.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	6.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 7.5hp exhaust fan & (1) control panel.	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0
BOND	Bond	1.0

**Total Price: \$67,866.00**

NOTE: Shipping and Tax are NOT INCLUDED

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Terms:  
 Prepay - 3% Discount  
 Net 30 Days from Shipment  
 Visa/Mastercard/Discover

Purchase Order # \_\_\_\_\_

*Thank you for considering Hastings.*

**Please remit to:**

**Hastings Air-Energy Control, Inc.  
5555 S. Westridge Drive  
New Berlin, WI 53151-7900**



HAST NCS  
 Air Energy Control Inc.  
 4855 ASHBOURNE CONTROL INC  
 1855 ASHBOURNE CONTROL INC  
 New York, WI 53115-2900  
 Phone: 262-218-8460  
 Fax: 262-263-1194

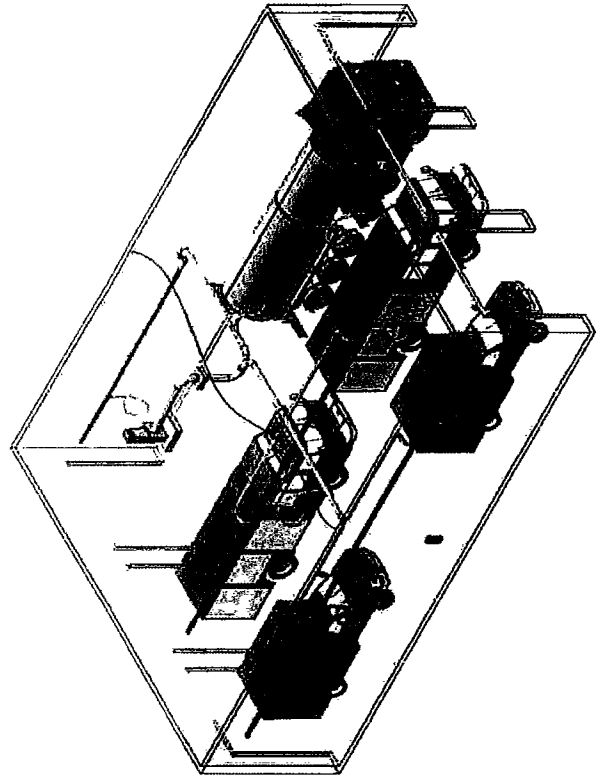
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NOTES:  
 -OPEN BAR JOIST  
 -208/3760 POWER

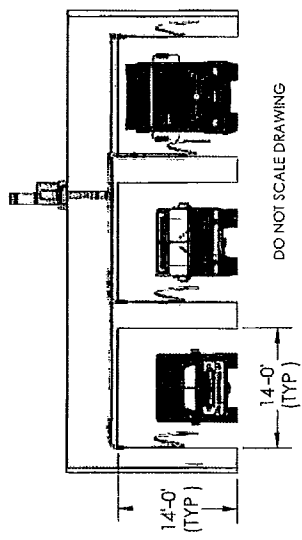
FRANKLIN FD  
 FRANKLIN WI  
 STATION #2

NO	DATE	DESCRIPTION

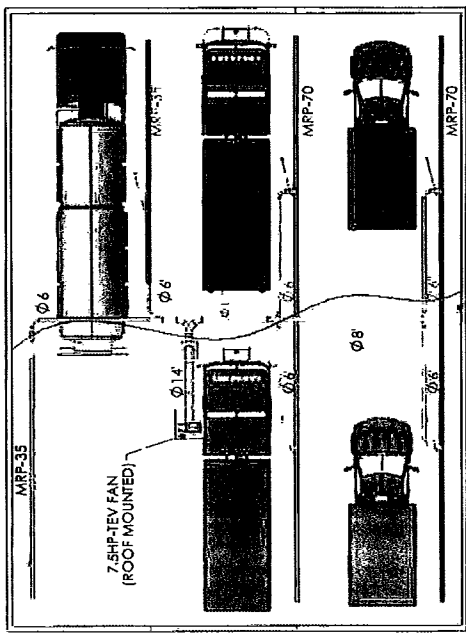
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- NOTES  
 EQUIPMENT  
 7.5HP TEV FAN - (1)  
 MRP-35 - (2)  
 MRP-70 - (1)  
 SILENCER W/BACKDRAFT RAINCAP - (1)  
 CONTROL PANEL (05-3) - (1)



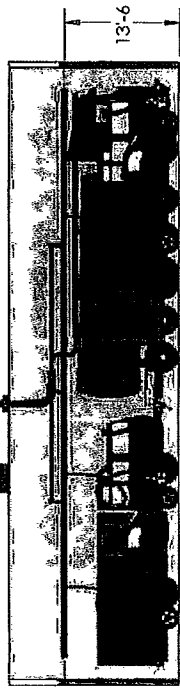
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73'-0"

12 RAINCAP

-12 SILENCER



13'-6"

54'-0"



**HASTINGS**  
air energy control, inc

Prepared For: Chief James Mayer  
Prepared by: Dean Havnen  
Date: 4/25/2024

**Proposal for  
Franklin Fire Department Fire Station #3 - Plymovent Vehicle Exhaust  
Extraction System for (5) Apparatus Connections**

Hastings Core Focus:

Engineered Solutions	Dust / Wet Collectors	Automation & Energy Controls
Down & Backdraft Tables	Air Filtration Products	Remote Monitoring Access
Vehicle Exhaust Systems	Ventilation Equipment	Installation & Service
Replacement Filters & Parts	Industrial Vacuum Systems	Industrial Flex Hose

**Experience + Service = Results**





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F 800.260.9199 / 262.364.0550  
hastingsair.com

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**Bill To:**

Franklin Fire Department #3  
4755 West Drexel Avenue

Franklin, WI 53132-9725

**Ship To:**

Franklin Fire Department #3  
4755 West Drexel Avenue

Franklin, WI 53132-9725

Date: 4/25/2024

Salesperson: Dean Havnen

Quote: QUO-17862-S2D4M2

Expires: 7/31/2024

**Quote Per Request**

The proposal includes the design, manufacture and installation of a vehicle exhaust extraction system which allows five (5) vehicles with under carriage exhaust to be connected with Magnetic nozzle connections.

**Total Base Price: \$61,691.00**

**Option to Add 6<sup>th</sup> Drop/ Apparatus Connection: \$9,600.00**

**Total Base + Option Total: \$71,291.00**

**Scope**

System includes:

- (2) 70ft Rail Based Systems complete with one rail having two vehicle connections and one with a single vehicle connection
- (2) 35ft Rail based systems complete with one vehicle connection for back-in bays
- (1) 7.5hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included

**System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.**



**HASTINGS®**  
air energy control, inc.

P 800.236.8450 / 262.364 0500  
F 800.260.9199 / 262.364 0550  
hastingsair.com

Proudly Serving our Customers Nationally and throughout North America

**Bill To:**

Franklin Fire Department #3  
4755 West Drexel Avenue

Franklin, WI 53132-9725

**Ship To:**

Franklin Fire Department #3  
4755 West Drexel Avenue

Franklin, WI 53132-9725

Date: 4/25/2024

Salesperson: Dean Havnen

Quote: QUO-17862-S2D4M2

Expires: 7/31/2024

Part #	Description	Qty
VE-MRP-30	Mini Rail System 30 Includes: 28.5' Of Extruded Aluminum Profile 1- Mrp Rail Connection End 125Mm/5" Dia Connection (Rear) 60' Feet Of Mrp Rubber Lip Note: Must Order Front End Cap Of Choice, Rubber Bumper Or Hydraulic Shock Separately"	1.0
VE-MRP-70	Mini Rail System 70 Includes: 66.5' Of Extruded Aluminum Profile 2- Mrp Rail End Caps 1- Hydraulic Shock 2- Rrdc-125, Middle Rail Duct Connector, 5" Diameter 140' Feet Of Mrp Rubber Lip 7-Top Suspension Mount Kits * "	2.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	5.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	5.0
VE-SBTA-MG-LH34HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	3.0
VE-SBTA-MG-LH54HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	2.0
FAN-088N	TEV Fan, 7.5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor. Upblast vertical discharge configuration	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-034	Damper, backdraft 6" BDD/One per drop on STRA	5.0
DAMP-046A	Damper - Backdraft - 12"	1.0
SIL-12A	Silencer - 12" - 12x16x36	1.0
VE-CP-025	Control operation system for 7.5HP-208V-240V 3PH 19AMP	1.0
ADAP-151TG	Topgrade stainless steel tailpipe adapter (TPA) 7", for Magnetic Grabber (MG) 5"	2.0



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ADAP-134TG	Topgrade stainless steel tailpipe adapter (TPA) 3.5", for Magnetic Grabber (MG) 3 IN	3.0
SEN-002	Engine Pressure Sensor Assembly w/ear clips	5.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	5.0
VE-LEG-MKF	Vertical Leg Mount Kit	10.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T09	Transmitter, Remote, 2.4 GHZ w/spade lugs	5.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	5.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 7.5hp exhaust fan & (1) control panel.	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0
BOND	Bond	1.0
	<b>OPTION:</b>	
	Add additional apparatus connection complete to be installed into the rail-based system. Includes the equipment and labor	

**Total Base Price: \$61,691.00**

**Option to Add 6<sup>th</sup> Drop/ Apparatus Connection: \$9,600.00**

**Total Base + Option Total: \$71,291.00**

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing, and I accept the terms and conditions of this quotation

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

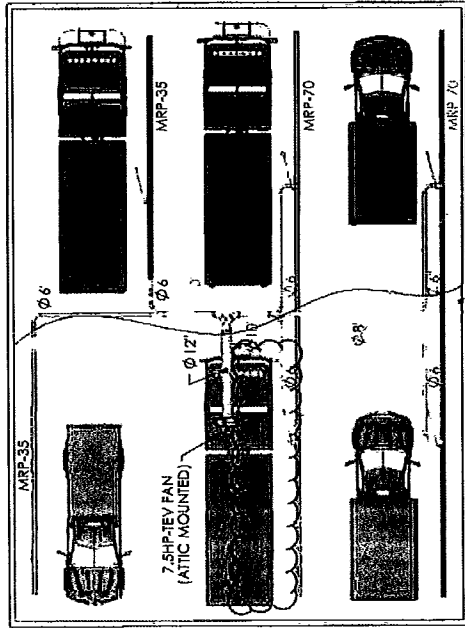
Terms:  
\_\_\_\_\_ Prepay - 3% Discount.  
\_\_\_\_\_ Net 30 Days from Shipment  
\_\_\_\_\_ Visa/Mastercard/Discover

Purchase Order # \_\_\_\_\_

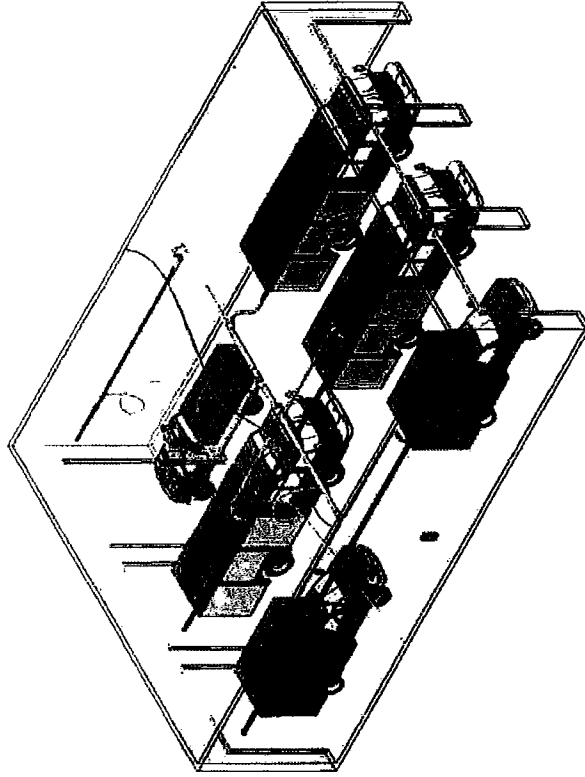
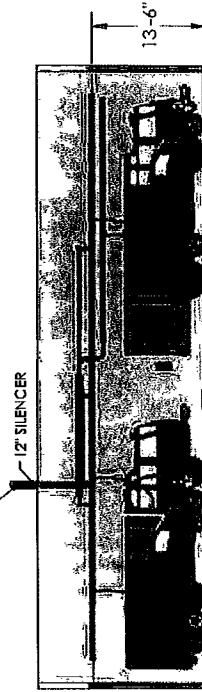
**Thank you for considering Hastings.**

**Please remit to:**  
**Hastings Air-Energy Control, Inc.**  
**5555 S. Westridge Drive**  
**New Berlin, WI 53151-7900**

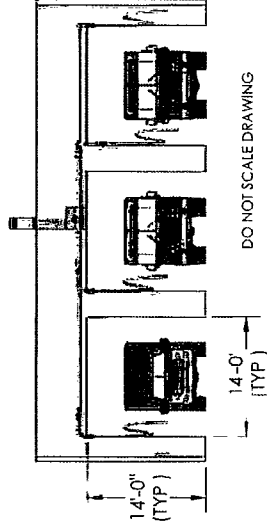
Base Bid: (5) Total Apparatus Connections



Option: Add Second Apparatus connection complete onto Rail



- NOTES
- 1) EQUIPMENT
  - 2) 7.5HP TEV FAN -
  - 3) MRP-70
  - 4) SILENCER W/BACKDRAFT RAINCAP - (1)
  - 5) CONTROL PANEL (05-3)



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HASTINGS AIR ENERGY CONTROL, INC.  
1000 W. WISCONSIN ST.  
MILWAUKEE, WI 53211-7900  
TEL: 414.336.1199  
FAX: 414.336.1199

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NOTES:  
- ATTIC MOUNTED TEV FAN  
- NEW DUCTING TO BE ROUTED  
- 208/3/60 POWER

FRANKLIN FD  
FRANKLIN WI

STATION #3

NO.	DATE	DESCRIPTION

REP. DATE DRAWN: 3/25/2023  
DRAWN BY: AS  
SCALE: 1:100  
Job #: 18.003  
Sheet #: 1 of 1



**HASTINGS**  
air energy control



# Equipment

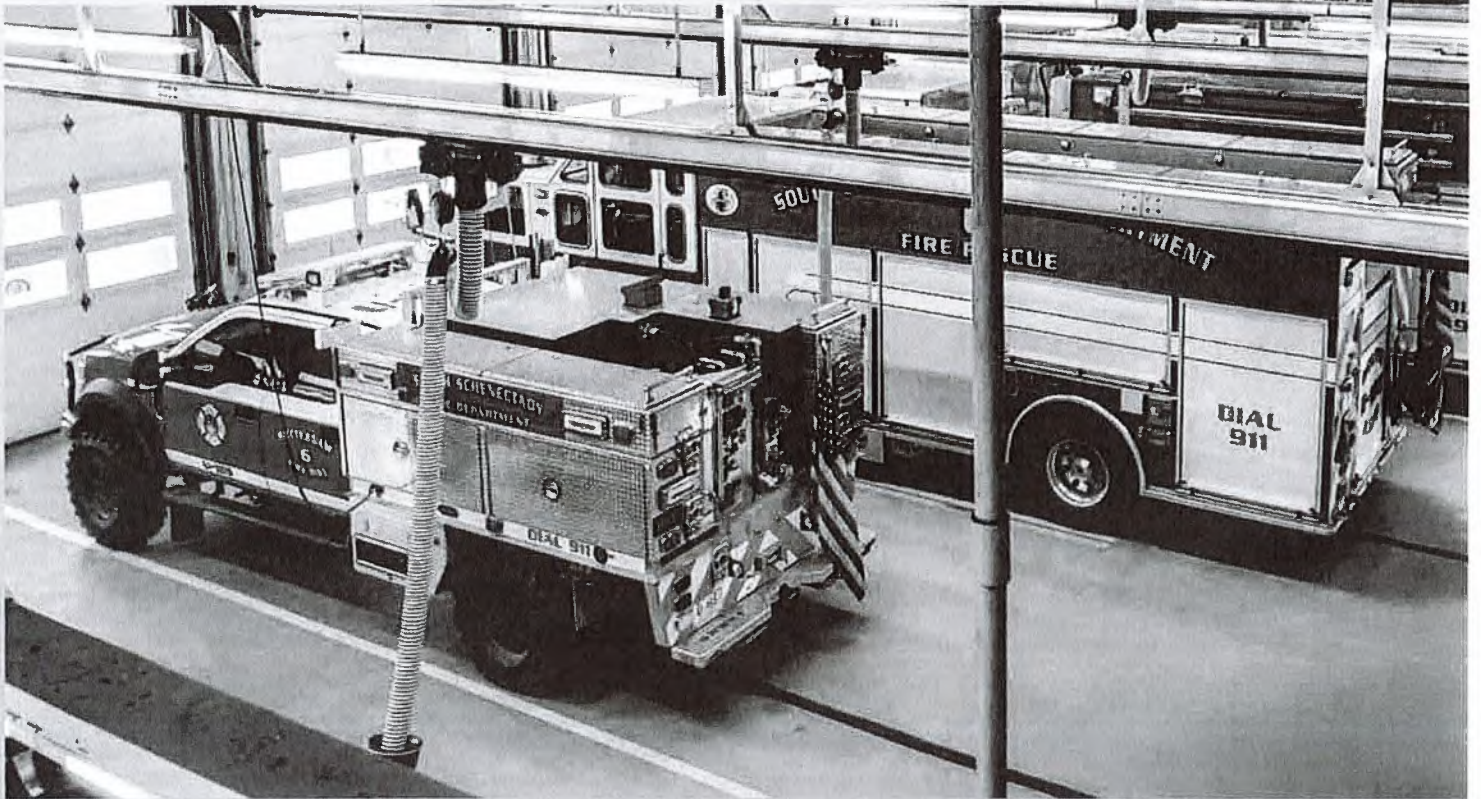
Mini Fail System (MRF)

**PLYMVENT®**

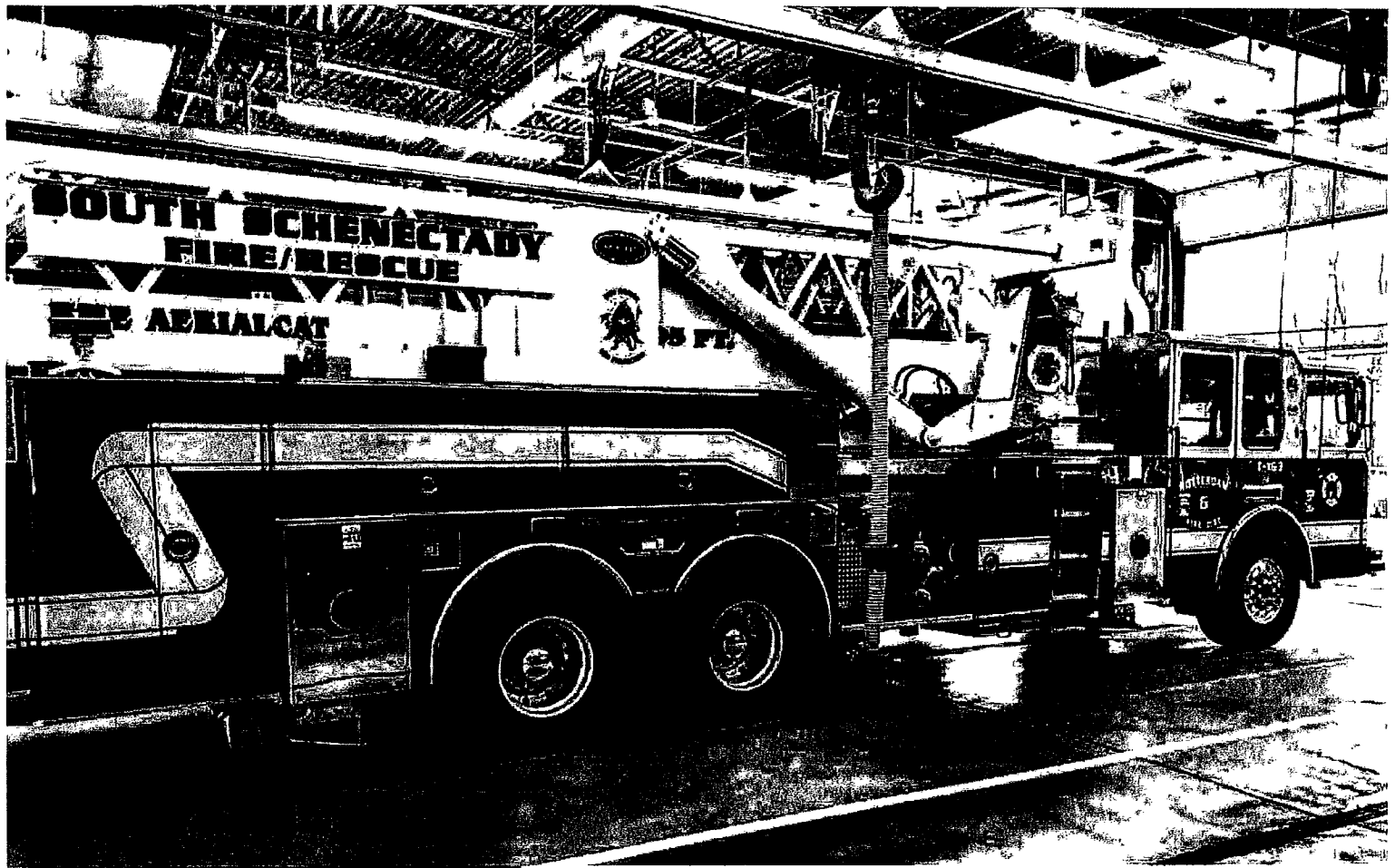
clean air at work



## MRP EXHAUST RAIL SYSTEM



The Flexible exhaust MRP Rail System  
for Fire and EMS Departments



## WHY DIESEL EXHAUST EXTRACTION IS IMPORTANT

Diesel engines, used in fire trucks, produce a mixture of toxic gases and particulates from the combustion process. These hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risk and a serious legal liability for the fire department. It is essential to create healthy and safe working conditions by reducing these risks. Protective measures are an important aspect of this.

Eliminate this hazard from your fire station with our vehicle exhaust capture and removal systems. From existing stations to new design-built, our totally automatic start-up and disconnect source capture systems are the recommended method for controlling exhaust emissions in your station.

## THE MRP EXHAUST RAIL SYSTEM

MRP Rail system from Plymovent is suitable for exhaust extraction for Fire & EMS vehicles

Vehicles can be connected to just one rail system in Low Ceiling Stations. The overhead trolleys moved easily connected to vehicles apparatus bays. The total number of trolleys are equal the total number of vehicles that need extraction simultaneously, thereby providing optimal extraction efficiency with a energy efficient system.

Exhaust emissions are vented to the outside through the rail system typically through one outlet.

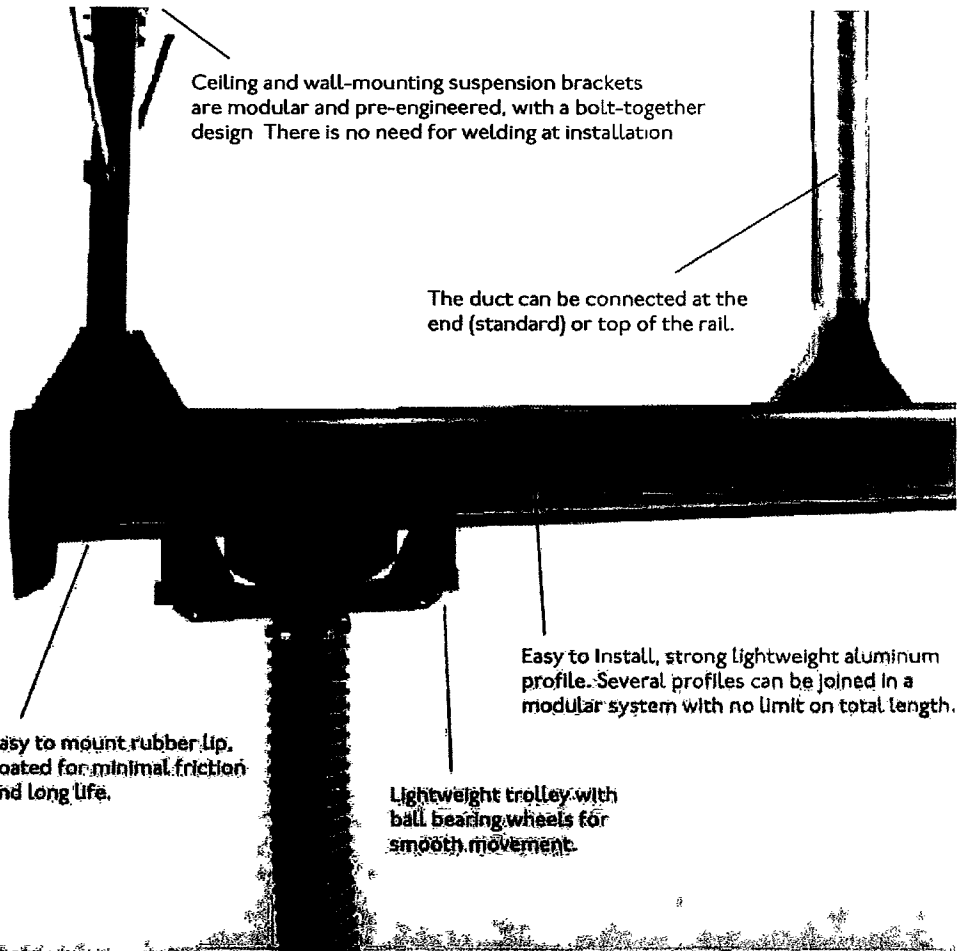
MRP is a ventilation system for exhaust with an extruded aluminum rail and a sliding trolley. The rail is installed overhead in Fire and EMS apparatus bays then connected to an exhaust fan

The trolley is equipped with a Plymovent unique hose, Magnetic Nozzle and can be positioned anywhere in the apparatus bay where the vehicle is parked.

## BENEFITS

The Plymovent MRP System Rail design provides maximum efficiency and eliminates the need for numerous individual trolleys required for hose support in Horizontal Tracks

- Only vertical hose from crab required
- Usage for any & all vehicles
- Flexible design for all stations
- Only one duct connection necessary
- One trolley crab per vehicle
- Energy efficient system for low ceilings



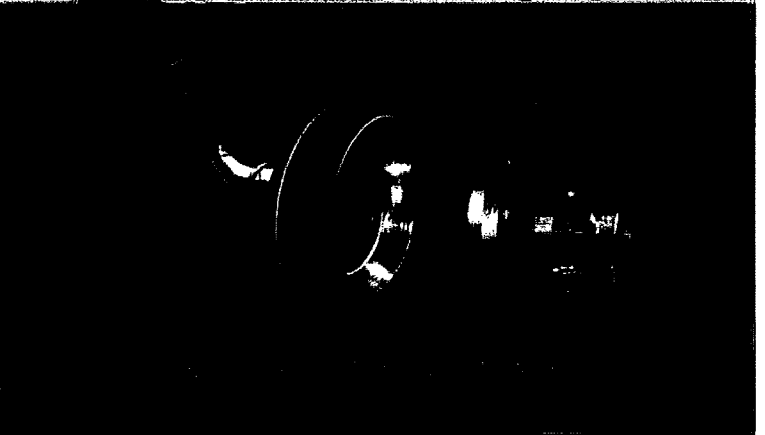
Ceiling and wall-mounting suspension brackets are modular and pre-engineered, with a bolt-together design. There is no need for welding at installation.

The duct can be connected at the end (standard) or top of the rail.

Easy to mount rubber lip, coated for minimal friction and long life.

Easy to Install, strong lightweight aluminum profile. Several profiles can be joined in a modular system with no limit on total length.

Lightweight trolley with ball bearing wheels for smooth movement.



## A COMPLETE SYSTEM SOLUTION

At the heart of the exhaust extraction system, are Plymovent Control Boxes and Fans, which are designed with a self-cleaning, self-balancing and spark-resistant impeller. They are energy efficient and a perfect match to any new or existing Fire or EMS Station design and layout

Plymovent performance guarantees ensuring that you won't regret investing in Plymovent – the Intelligent Process Ventilation High Performance Fans & Control Boxes. Plymovent local Dealers will design, supply, and install your system ensuring your complete satisfaction





## PLYMOVENT OFFERS TOTAL SOLUTIONS FOR AIR CLEANING

For more than 40 years we have made it our business to ensure clean air in fire stations. We provide high-quality products to protect firefighters and others from exposure to hazardous diesel exhaust, dust and debris. We offer a broad range of exhaust extraction systems, supported by complete engineering services. Contact us to find out what genuine commitment to customer requirements really means.

## FROM SCRATCH TO THE RIGHT SOLUTION

Plymovent is not just a manufacturer. We offer professional advice and engineering services to provide a solution tailored to your specific needs or requirements. In addition, our worldwide network of distributors offer service and maintenance to keep your system functioning optimally.




For more information, please contact your authorized Plymovent distributor or visit [www.plymovent.com](http://www.plymovent.com).

# PLYMOVENT®

clean air at work

Plymovent Corp  
5 Corporate Drive  
Cranbury, NJ 08512  
USA

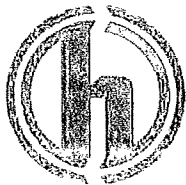
T +1 800 644 0911  
T +1 609 395 3500  
F +1 609 655 0569  
E [cleanair@plymovent.com](mailto:cleanair@plymovent.com)

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Plymovent reserves the right to make design changes.

Plymovent cares about the air you breathe. We offer products, systems and services which ensure clean air at work, anywhere in the world.

We respect the environment and we deliver high-quality products. Our expertise gained over many years and our genuine commitment to customer requirements enable us to provide precisely the solutions you need.

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# PLYMVENT®

clean air at work

## Product: Mini Rail Profile (MRP)

Summary MRP removes diesel fumes at the source from start up to exit of vehicles from fire or emergency facilities, and supports bays up to 65 ft MRP features a square aluminum rail with an open section that is sealed by rubber lips. A trolley travels inside the rail profile, and the trolley duct opens the rubber seal lips within the profile

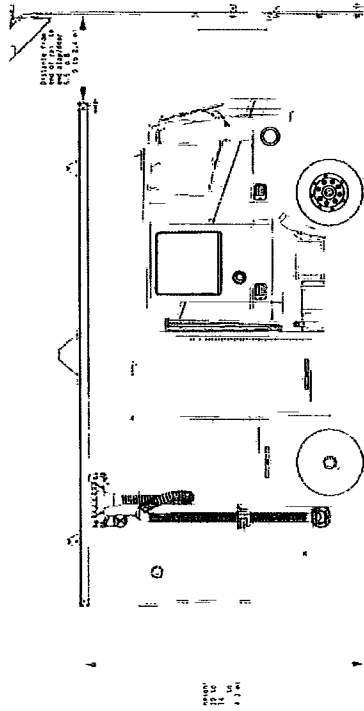


Fig 1 1

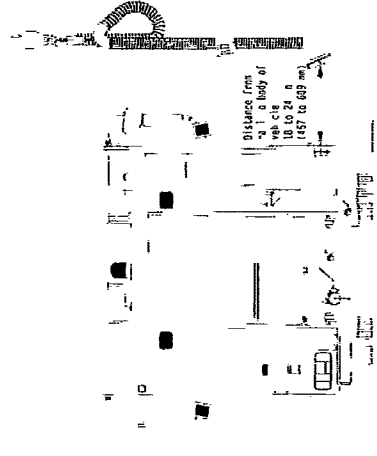


Fig 1 2

Drawings are not to scale

System Specifications		
Type	Length ft (m)	# of Suspensions
MRP 20	19 (5.8)	2
MRP 30	28.5 (8.7)	3
MRP 35	33.3 (10.1)	3
MRP 40	38 (11.58)	4
MRP-45	42.8 (13)	4
MRP 50	47.5 (14.5)	5
MRP 55	52.8 (16)	5
MRP 60	57 (17.4)	6
MRP 65	61.8 (18.8)	6

Support Details		
Length, ft (m)	X1 Brace Length	X2
0 1.5 (0 0.5)	N/A	0
1.5 3 (0.5 m 0.9)	20 in (0.5 m)	14 in (0.36 m)
3 6 (0.9 1.8)	30 in (0.76 m)	21 in (0.53 m)
6 10 (1.8 3)	72 in (1.8 m)	51 in (1.3 m)

Fig 1 3

Notes:

1. System support method: see fig 1 3 and support details table.
2. System location: see system specifications table.
3. Based on 1 crab and hose assembly, each additional crab/hose adds 40 lbs (18 kg)

Job Name	DWG BY TV	Revision 0	Rev Date 06/11/20
Engineer	Plymovent Corp 5 Corporate Drive Cranbury, NJ 08512		
Customer	MRP		

Product: Mini Rail Profile (MRP) - Page 2

Maximum reach based on specific track height (in ft)

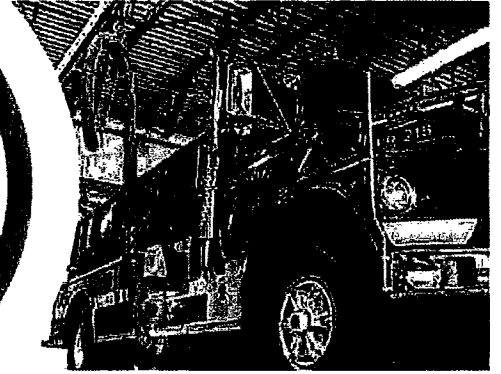
Type	Length: ft (m)	Height 12 ft 6 ft from door		Magnetic Grabber		Height 13 ft 7 ft from door		Height: 14 ft 8 ft from door	
		Back in ft (m)	Drive through ft (m)	Back in ft (m)	Drive through ft (m)	Back in ft (m)	Drive through ft (m)	Back in ft (m)	Drive through ft (m)
MRP 20	19 (5,8)	24 (7,3)	28 (8,5)	25 (7,6)	30 (9,1)	26 (7,9)	32 (9,8)	35 (10,8)	41 (12,6)
MRP 30	28 5 (8,7)	33.5 (10,2)	37.5 (11,4)	34 5 (10,5)	39 5 (12)	35 5 (10,8)	41 5 (12,6)	46 5 (14,2)	51 (15,5)
MRP 35	33 3 (10 1)	38 3 (11,7)	42 5 (13)	39 3 (12)	44 5 (13,6)	40 3 (12 3)	46 5 (14 2)	55 8 (17)	60 5 (18,4)
MRP 40	38 (11,58)	43 (13,1)	47 (14,3)	44 (13,4)	49 (14,9)	45 (13,7)	51 (15,5)	65 3 (19,9)	70 (21,3)
MRP 45	42 8 (13)	47 8 (14,6)	51 8 (15,8)	48 8 (14,9)	53 8 (16,4)	49 8 (15,2)	55 8 (17)	68.8 (21)	74 8 (22,8)
MRP 50	47 5 (14,5)	52.5 (16)	56 5 (17,2)	53.5 (16,3)	58.5 (17,8)	54 5 (16,6)	60 5 (18,4)	72 8 (22,2)	
MRP 55	51 8 (15,8)	57 3 (17 5)	61 3 (18 7)	58 3 (17,7)	63 3 (19 3)	59 3 (18)	65 3 (19,9)		
MRP 60	57 (17 4)	62 (18,9)	66 (20,1)	63 (19,2)	68 (20,7)	64 (19,5)	70 (21,3)		
MRP 65	61 8 (19)	66 8 (20,4)	70 8 (21,6)	67 8 (20,7)	72 8 (22,2)	68.8 (21)	74 8 (22,8)		

Disclaimer: The intended use of this drawing is to provide general equipment dimensions. The information provided is confidential and proprietary to Plymvent Corp and is not to be recreated, modified and/or otherwise distributed without written consent of Plymvent Corp. There are no expressed or implied warranties concerning the accuracy, completeness, reliability or usability of this information. Use of this or any Plymvent Corp drawing for purposes other than its intended use is unlawful and actions may be taken against the violating party(ies).

Job Name	DWG BY	TV	Revision	0	Rev Date	06/11/20
Engineer	Plymvent Corp 5 Corporate Drive Cranbury, NJ 08512					
Customer	MRP					



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an energy co. llc in



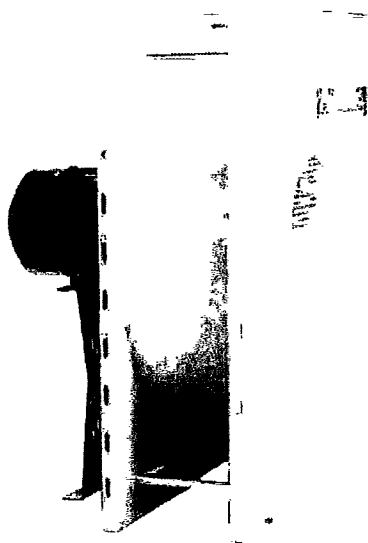
# Equipment

Fans, Silencer & Rain Cap

Fire Station #1- Qty: (2)

# TEV-559-60

## The Energy saving Ventilator



### ENERGY CONSERVATION

PlymoVent's mission is to design energy efficient products. PlymoVent utilizes as standard equipment Energy Efficient Motors. This standard in conjunction with our new design produces the lowest operating cost fan package offered in the world today. If you have an existing fan, you can replace it with a PlymoVent and reduce your operating costs and in turn receive a return on your investment. Not many other products can stand behind that claim.

### POWER CONSUMPTION

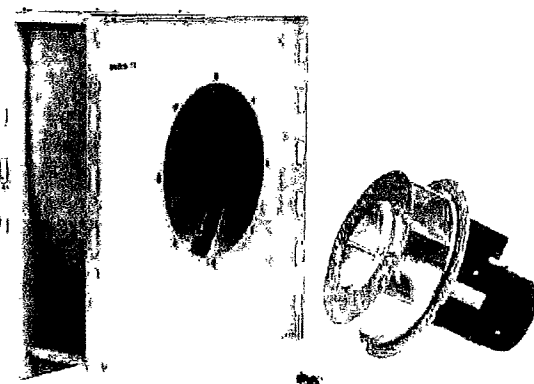
PlymoVent fans require less kW versus air volume delivered. This does not only equate to less power consumption but also less installation cost. This allows the electrical installer to reduce the cost of installation by reducing the associated components required to run the motor.

### EASY ACCESS IMPELLER

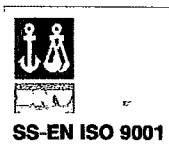
All PlymoVent fan housings are designed for easy access to the impeller. Our design allows an installer or service technician to remove the motor and impeller wheel without removing inlet or outlet duct-work or disassembling the fan housing. It also provides the installer the option of separating the fan into two pieces when mounting in confined locations above drop ceilings or tight access ways.

### AIRFOIL IMPELLER

PlymoVent in co-operation with an internationally recognized university, has designed the ultimate airfoil fan impeller. Through the use of aerospace design techniques, PlymoVent has been successful in designing a fan impeller that maximizes air delivery at higher static pressures and reduces energy consumption at the same time. PlymoVent fans deliver the air volume you need at 30% less energy required over any competitive fan.



www.plymovent.com

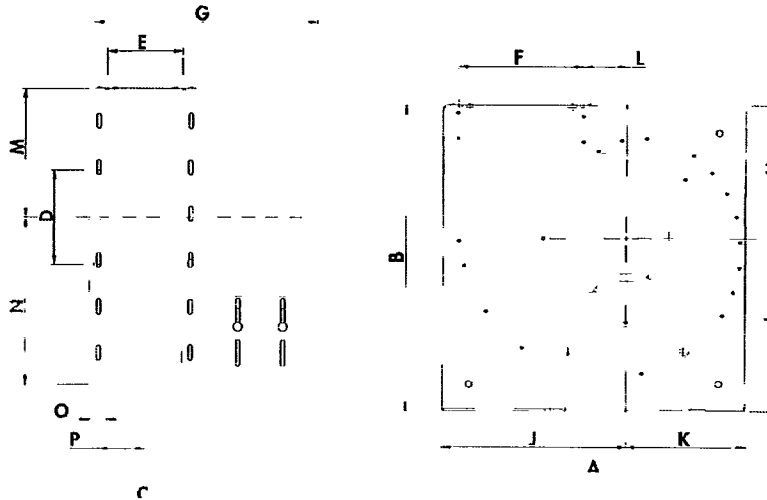


**PLYMOVENT**<sup>®</sup>  
INTELLIGENT PROCESS VENTILATION™

PlymoVent Corporation certifies that the product shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 31.1 and comply with the requirements of the AMCA Certified Ratings Program.

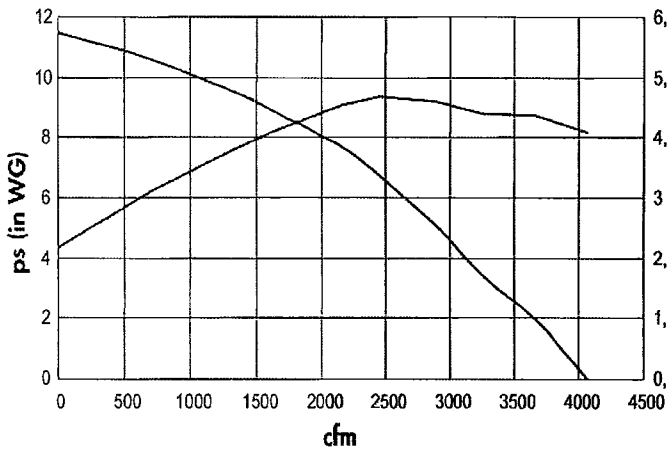
PlymoVent reserves the right to make design and technical changes

	mm	inches
A	785	30 7/8
B	785	30 7/8
C	270	10 5/8
D	250	9 13/16
E	200	7 7/8
F	322	12 11/16
G	542	21 11/32
H	444	17 15/32
I	341	13 7/16



	mm	inches
J	475	18 11/16
K	310	12 7/32
L	112	4 13/32
M	341	13 7/16
N	444	17 15/32
O	25	1
P	119	4 11/16

**TECHNICAL DATA**



Performance shown is for installation type D Ducted inlet, Ducted outlet  
 Performance ratings do not include the effects of appurtenance in the airstream  
 Performance measured at a speed of 3500 RPM and the efficiency of the motor

**Fan specifications**

Construction	AMCA Type - B
Drive type	Direct drive
Impeller type	Backward incline
Impeller material	Aluminum
Impeller diameter	16 3/8 inch
Impeller width	2 3/2 inch
Hub size	1 1/8 inch
Discharge style	Rotational 90°
Shaft seal	Rubber
Housing material	Galvanized steel
Housing finish	Epoxy powder coat
Total fan weight	175 lbs

**Motor specifications**

Frame size	NEMA 184TC
Motor type	TEFC (IP 55)
Rated output	5.0 HP
Thermal protection	No
CSA	Yes
CE-listed	Yes
Continuous duty	104°F/40°C
<b>3 phase motor</b>	
Voltage	208-230/460 V
Full load current	13.0-11.8/5.90A
Motor RPM	3480
Service factor	1.25
<b>1 phase motor</b>	
Voltage	208-230 V
Full load current	21.0/10.5A
Motor RPM	3490
Service factor	1.15

Electrical power is available for all international electrical power sources

**SOUND POWER DATA**

Speed	Pressure in wg	Octave Band (Hz)								LwA
		63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	
3500	0	105	104	99	96	92	92	88	83	99
3500	1	106	105	101	97	92	91	87	81	100
3500	2	107	106	102	98	93	90	86	80	100
3500	3	107	106	102	97	92	89	85	79	100
3500	4	107	106	101	97	91	89	84	78	99
3500	5	106	106	101	96	91	88	83	78	99

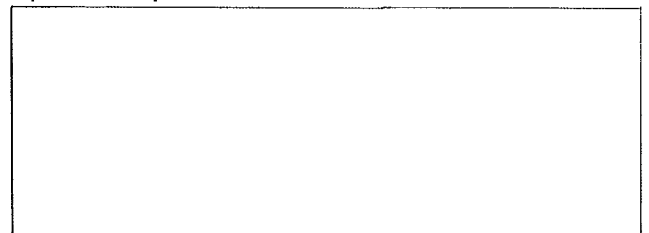
Performance shown is for installation type D Ducted inlet, Ducted outlet The sound power level ratings shown are in decibels, referred to 10-12 watts calculated per AMCA standard 301 Values are shown for inlet LwA sound power levels for installation Type D ducted inlet, ducted outlet Ratings include the effects of duct end correction



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 Fax (732) 417 1818  
 www.plymovent.com  
 info@plymoventusa.com

**PlymoVent Inc.**  
 6615 Ordan Drive, Unit # 3,  
 Mississauga, Ontario L5T 1X2, Canada  
 Tel (905) 564 4748,  
 Fax. (905) 564 4609  
 www.plymovent.com  
 info@plymovent.ca

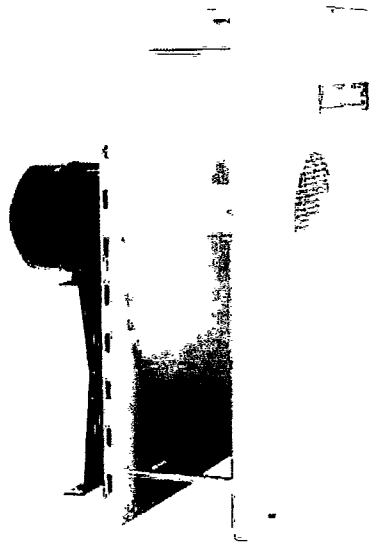
PlymoVent representative



Fire Stations #2 & #3

# TEV-585-60

## The Energy saving Ventilator



### ENERGY CONSERVATION

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PlymoVent fans require less kW versus air volume delivered. This does not only equate to less power consumption but also less installation cost. This allows the electrical installer to reduce the cost of installation by reducing the associated components required to run the motor.

### EASY ACCESS IMPELLER

All PlymoVent fan housings are designed for easy access to the impeller. Our design allows an installer or service technician to remove the motor and impeller wheel without removing inlet or outlet duct-work or disassembling the fan housing. It also provides the installer the option of separating the fan into two pieces when mounting in confined locations above drop ceilings or tight access ways.

### AIRFOIL IMPELLER

PlymoVent in co-operation with an internationally recognized university, has designed the ultimate airfoil fan impeller. Through the use of aerospace design techniques, PlymoVent has been successful in designing a fan impeller that maximizes air delivery at higher static pressures and reduces energy consumption at the same time. PlymoVent fans deliver the air volume you need at 30% less energy required over any competitive fan.



www.plymovent.com



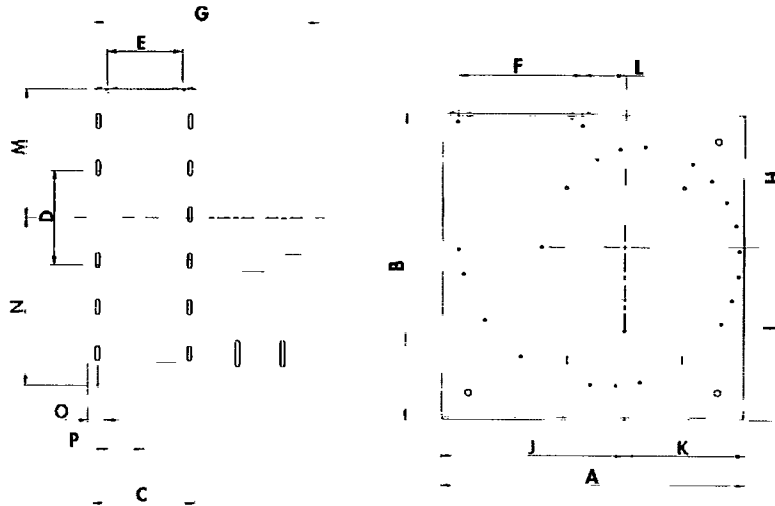
SS-EN ISO 9001

**PLYMOVENT**<sup>®</sup>  
INTELLIGENT PROCESS VENTILATION<sup>™</sup>

Plymovent Corporation certifies that the product shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program.

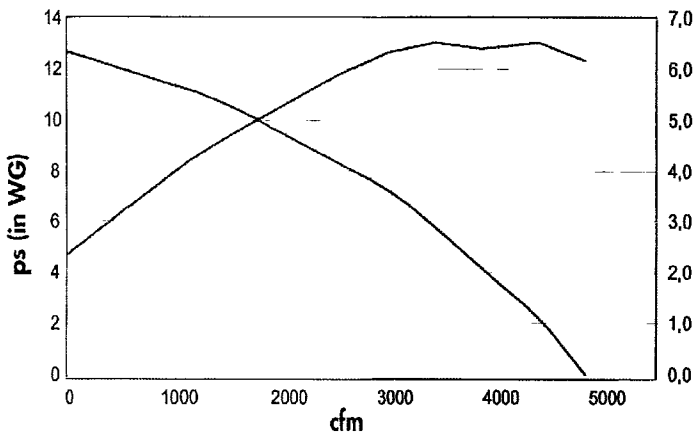
PlymoVent reserves the right to make design and technical changes.

	mm	inches
A	785	30 7/8
B	785	30 7/8
C	270	10 5/8
D	250	9 13/16
E	200	7 7/8
F	322	12 11/16
G	542	21 11/32
H	444	17 15/32
I	341	13 7/16



	mm	inches
J	475	18 11/16
K	310	12 7/32
L	112	4 13/32
M	341	13 7/16
N	444	17 15/32
O	25	1
P	119	4 11/16

**TECHNICAL DATA**



**Fan specifications**

Construction	AMCA Type - B
Drive type	Direct drive
Impeller type	Backward incline
Impeller material	Aluminum
Impeller diameter	16 3/8 inch
Impeller width	3 3/5 inch
Hub size	1 3/8 inch
Discharge style	Rotational 90°
Shaft seal	Rubber
Housing material	Galvanized steel
Housing finish	Epoxy powder coat
Total fan weight	185 lbs

**Motor specifications**

Frame size	NEMA 213TC
Motor type	TEFC (IP 55)
Rated output	7.5 HP
Thermal protection	No
CSA	Yes
CE-listed	Yes
Continuous duty	104°F/40°C
<b>3 phase motor</b>	
Voltage	208-230/460 V
Full load current	19 2 17 3/8 66A
Motor RPM	3500
Service factor	1.25
<b>1 phase motor</b>	
Voltage	208-230 V
Full load current	32.0
Motor RPM	3495
Service factor	1.15

Performance shown is for installation type D: Ducted inlet, Ducted outlet. Performance ratings do not include the effects of appurtenance in the airstream. Performance measured at a speed of 3500 RPM and the efficiency of the motor.

Electrical power is available for all international electrical power sources

**SOUND POWER DATA**

Octave Band (Hz)

Speed	Pressure in WG	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	4000 Hz	LwA	Sones
3500	0	104	107	109	106	97	93	89	84	106	87
3500	1	104	107	109	105	97	92	88	83	106	83
3500	2	104	107	108	105	96	92	87	82	105	79
3500	3	104	107	107	104	96	91	87	81	105	78
3500	4	104	107	107	104	95	91	86	81	104	76
3500	5	103	106	106	103	94	89	85	80	103	71

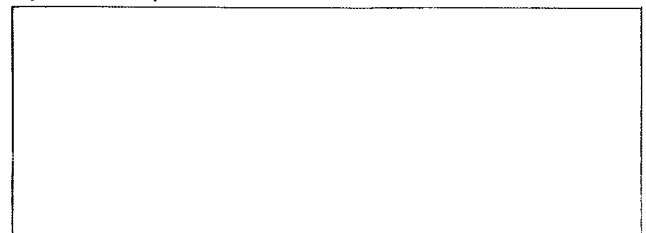
Performance shown is for installation type D: Ducted inlet, Ducted outlet. The sound power level ratings shown are in decibels, referred to 10-12 watts calculated per AMCA standard 301. Values are shown for inlet LwA sound power levels for installation type D: ducted inlet, ducted outlet. Ratings include the effects of duct end correction.



**PlymoVent Corp.**  
 375 Raritan Center Parkway,  
 Edison, New Jersey 08837, USA  
 Tel (732) 417 0808,  
 Fax (732) 417 1818  
 www.plymovent.com  
 info@plymoventusa.com

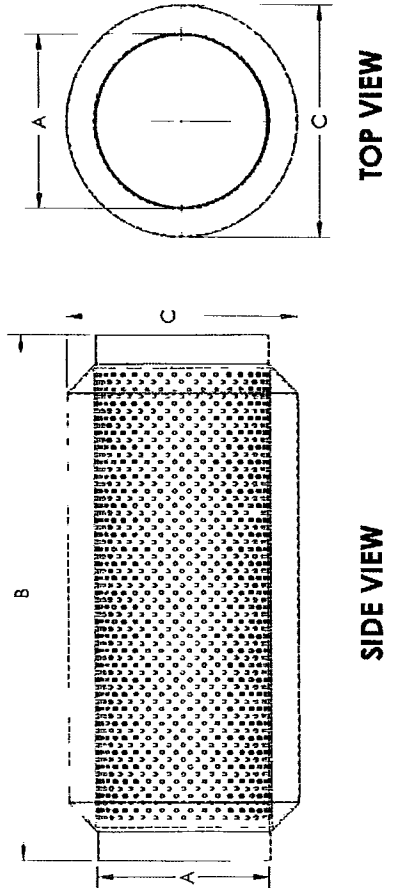
**PlymoVent Inc.**  
 6615 Ordan Drive, Unit # 3,  
 Mississauga, Ontario L5T 1X2, Canada  
 Tel (905) 564 4748,  
 Fax (905) 564 4609  
 www.plymovent.com  
 info@plymovent.ca

PlymoVent representative





# SILENCER

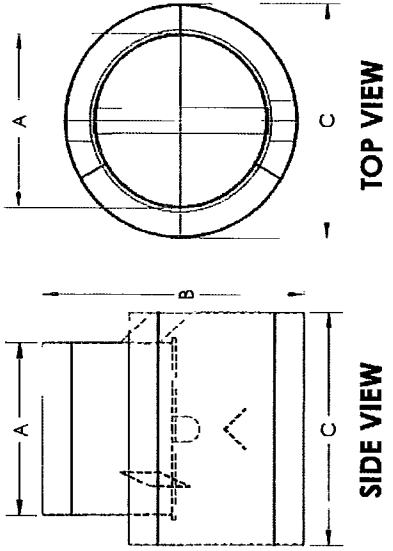


SILENCER DIMENSIONAL DATA			
$\phi$ 12"	$\phi$ 8"	$\phi$ 6"	
A	12"	8	6
B	36.25	30.25	30.25
C	16'	12'	10'

SIDE VIEW

TOP VIEW

# RAIN CAP



RAIN CAP DIMENSIONAL DATA			
$\phi$ 12"	$\phi$ 8"	$\phi$ 6"	
A	11.875"	7.875	5.875"
B	18"	14"	12"
C	17"	11"	8"

SIDE VIEW

TOP VIEW

## SILENCER RAIN CAP DIMENSIONAL DATA

REVISIONS	
1	Descr
2	
3	
4	
5	

Job # \_\_\_\_\_  
 Sheet # 1 of 1  
 Drawn by: JF  
 Date: 1/14/2014  
 Checked by: \_\_\_\_\_  
 Scale: \_\_\_\_\_

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HASTINGS AIR ENERGY CONTROL, INC.  
 5555 South Westridge Drive  
 New Berlin WI 53151 7900  
 P: 800.236.8450  
 F: 800.260.9199





HASTINGS  
energy in



# Equipment

Controls

# PLYMOVENT®

clean air at work

EN Control Box

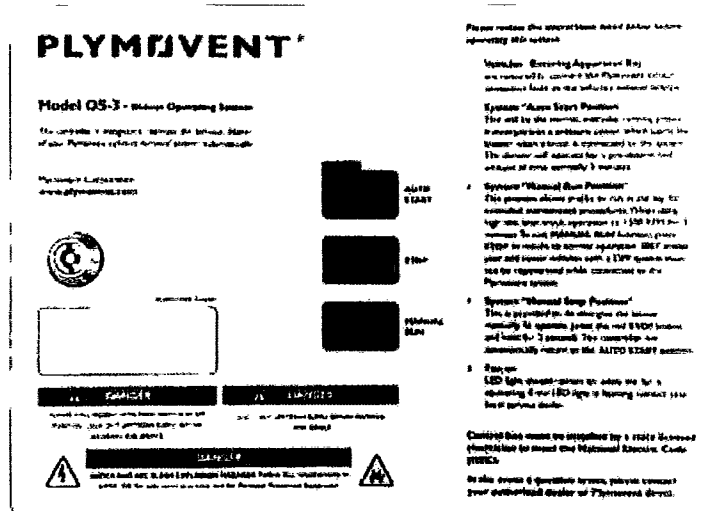
## OS-3 AUTOMATIC SYSTEM CONTROL

**PLYMOVENT®**

**Model OS-3 - Manual Operating System**

For details regarding safety or technical information, please refer to the manual. Please refer to the manual for more information.

Plymovent Ltd. website: [www.plymovent.com](http://www.plymovent.com)



**1. System "Emergency Stop Position"**  
The system allows you to stop the unit by the emergency stop button. This button is located on the front panel of the unit. The system will stop the unit immediately when the emergency stop button is pressed.

**2. System "Manual Stop Position"**  
The system allows you to stop the unit by the manual stop button. This button is located on the front panel of the unit. The system will stop the unit immediately when the manual stop button is pressed.

**3. System "Manual Start Position"**  
The system allows you to start the unit by the manual start button. This button is located on the front panel of the unit. The system will start the unit immediately when the manual start button is pressed.

**4. System "LED Light Indicator"**  
The LED light indicator is used to indicate the status of the unit. The LED light will be lit when the unit is running and will be off when the unit is stopped.

**Control Box must be installed by a qualified electrician to meet the National Electrical Code (NEC).**

**Do not touch the electrical terminals, please contact your authorized dealer or Plymovent direct.**

EN User manual

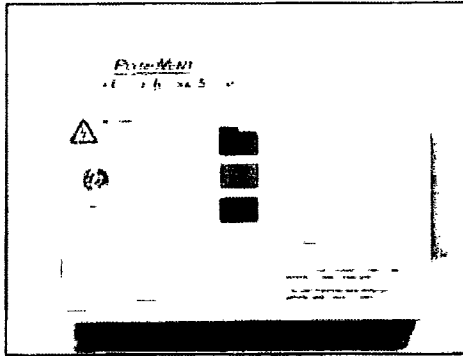
# PLYMOVENT®

## TECHNICAL DESCRIPTION

BSAB no T0 7  
Ser no OS-3 II  
Date. Oct-11  
Replace: Jan-11

### BLOWER OPERATING SYSTEM OS-3 II

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#### Area of use.

OS-3 is an energy saving control unit, which together with pressure sensor and temperature sensor makes a fully automatic system for the control of Plymovent's vehicle exhaust fans.

#### Delivery:

The control unit, OS-3, is delivered complete with functions for manual and automatic start/stop of the exhaust fan

NOTE! The control unit, OS-3, is delivered without cable for field wiring. Cables for field wiring must apply to UL and NEC

#### General information:

OS-3 controller is designed to be used for control of exhaust fans in vehicle exhaust systems, with or without particle filtration system. The controller can be set for both manual and automatic control of the fan. Depending on the system, different sensors for start/stop function can be used. Mainly two types of sensors will be used; pressure sensor to detect pressure difference in systems and temperature sensors to detect temperature level in the system. The OS-3 control box also includes an alarm device, which can be used for status control of the airflow in the exhaust system. A built in "after running time" function will secure that toxic gases in the duct system will be exhausted out of the ducting before the fan stops. The after running time can easily be adjusted between 7 sec. to 6 minutes.

#### Method of operation:

When the control unit is set into "automatic" mode, the exhaust fan is started by a signal from an externally mounted pressure or/and temperature sensor. Normally the system is activated by the pressure sensor and kept running by the temperature sensor.

#### Pressure sensor:

The pressure sensor reacts on increasing pressure (positive pressure) which occurs in the system when a vehicle is starting up. The pressure sensor is adjustable to fit all engine sizes.

#### Temperature sensor:

The temperature sensor will detect the increasing temperature which occurs in the system when a vehicle is running. The temperature sensor is adjustable to fit all engine sizes.

#### Automatic mode:

When the engine is turned on, the pressure sensor reacts and forwards a signal to the control unit. The control unit is then starting the exhaust fan. The fan stops after the pre-adjusted after run time is out.

#### Manual mode:

When the control unit is set in manual mode the exhaust fan is running continuously.

#### Stop mode:

When pressing the stop button, the fan will stop immediately and after a short period of time 2-3 seconds the controller will move into automatic mode. This built in function will prevent the risk of having exhaust gas leakage in the system due to operator error.

#### Alarm mode:

The alarm device will detect high pressure loss over the filter unit: when the "Fan on LED Light" flashes the pressure over the filter is too high. Filter needs to be replaced.

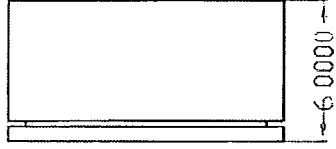
# DS-3 Control Box

SCOPE OF PRODUCTS AVAILABLE			
HORSE POWER	VOLTAGE	PHASE	AMPERAGE
1	115 V	1 PH	12.8 A
1	208-230 V	1 PH	6.4 A
1	208 V	3 PH	3.2 A
1	460 V	3 PH	1.5 A
1.5	115 V	1 PH	17 A
1.5	208-230 V	1 PH	8.8 A
1.5	208 V	3 PH	4.3 A
1.5	460 V	3 PH	2 A
3	115 V	1 PH	N/A
3	208-230 V	1 PH	14.6 A
3	208 V	3 PH	8 A
3	460 V	3 PH	4 A
5	208-230 V	1 PH	22 A
5	208 V	3 PH	13 A
5	460 V	3 PH	6 A
7.5	208-230 V	1 PH	32 A
7.5	208 V	3 PH	19 A
7.5	460 V	3 PH	9 A
10	208-230 V	1 PH	40 A
10	208 V	3 PH	26 A
10	460 V	3 PH	12 A
15	208 V	3 PH	37.6 A
15	208-230 V	1 PH	36 A

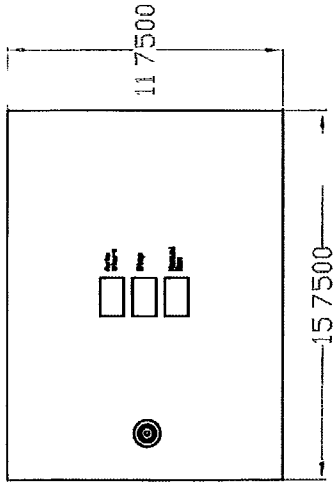
**Notes:**

- UL CUL (CULus) 508A listed
- Enclosure Material: Carbon Steel
- Enclosure Color: RAL-9002 (Grey-White)
- Enclosure Rating: NEMA 12
- DS-3 Control Box can be set for both manual and automatic control of fan.
- Wireless Receiver Input Contact: 24V
- Filter Status Indicator Light on Front Panel
- Fan Run-Time Counter Adjustable from 7 sec up to 7 min
- Automatic mode will start the central fan via pressure or temperature sensor.

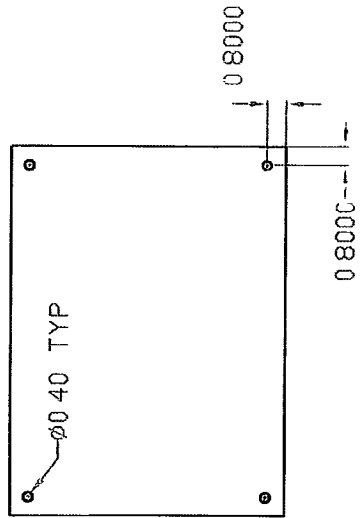
SIDE



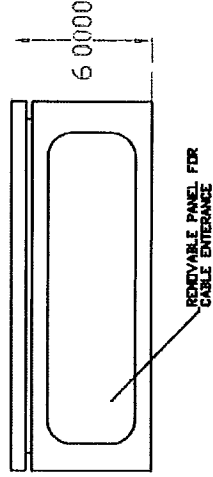
FRONT



MOUNTING DETAIL



BOTTOM

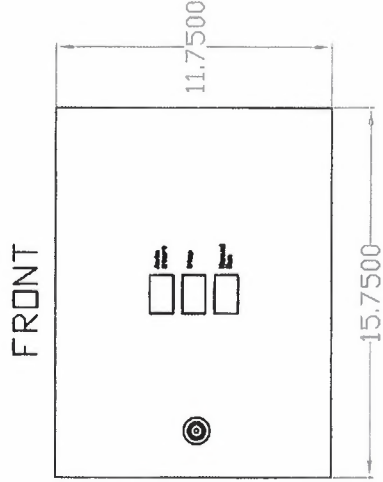


**Fire Station #1**  
**Qty: (2) Panels**

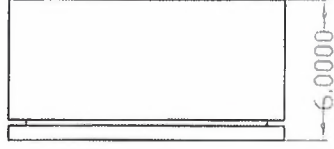
Job name:	DWG BY: JP	Revision: 4	Rev. date: 6/8/12
Engineer:	PLYMOVENT NORTH AMERICA 115 MELRICH ROAD CRANBURY N.J. TEL. (609)395-3500 FAX. (609)355-0919 WWW.PLYMOVENT.COM		
Customer:	DS-3		

# OS-3 Control Box

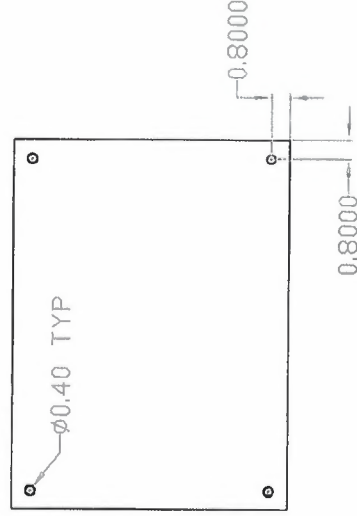
SCOPE OF PRODUCTS AVAILABLE			
HORSE POWER	VOLTAGE	PHASE	AMPERAGE
1	115 V	1 PH	12.8 A
1	208-230 V	1 PH	6.4 A
1	208 V	3 PH	3.2 A
1	460 V	3 PH	1.5 A
1.5	115 V	1 PH	17 A
1.5	208-230 V	1 PH	8.8 A
1.5	208 V	3 PH	4.3 A
1.5	460 V	3 PH	2 A
3	115 V	1 PH	N/A
3	208-230 V	1 PH	14.6 A
3	208 V	3 PH	8 A
3	460 V	3 PH	4 A
5	208-230 V	1 PH	22 A
5	208 V	3 PH	13 A
5	460 V	3 PH	6 A
7.5	208-230 V	1 PH	38 A
7.5	208 V	3 PH	19 A
7.5	460 V	3 PH	9 A
10	208-230 V	1 PH	40 A
10	208 V	3 PH	26 A
10	460 V	3 PH	12 A
15	208 V	3 PH	37.6 A
15	208-230 V	1 PH	36 A



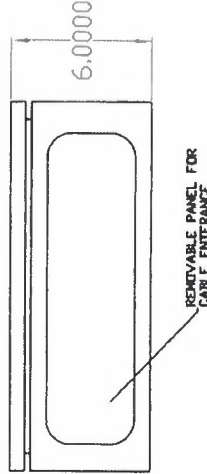
SIDE



MOUNTING DETAIL



BOTTOM



## Fire Stations #2 & #3

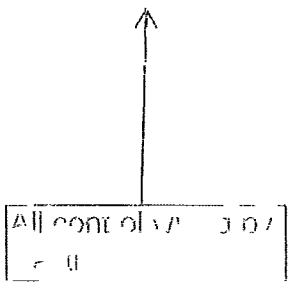
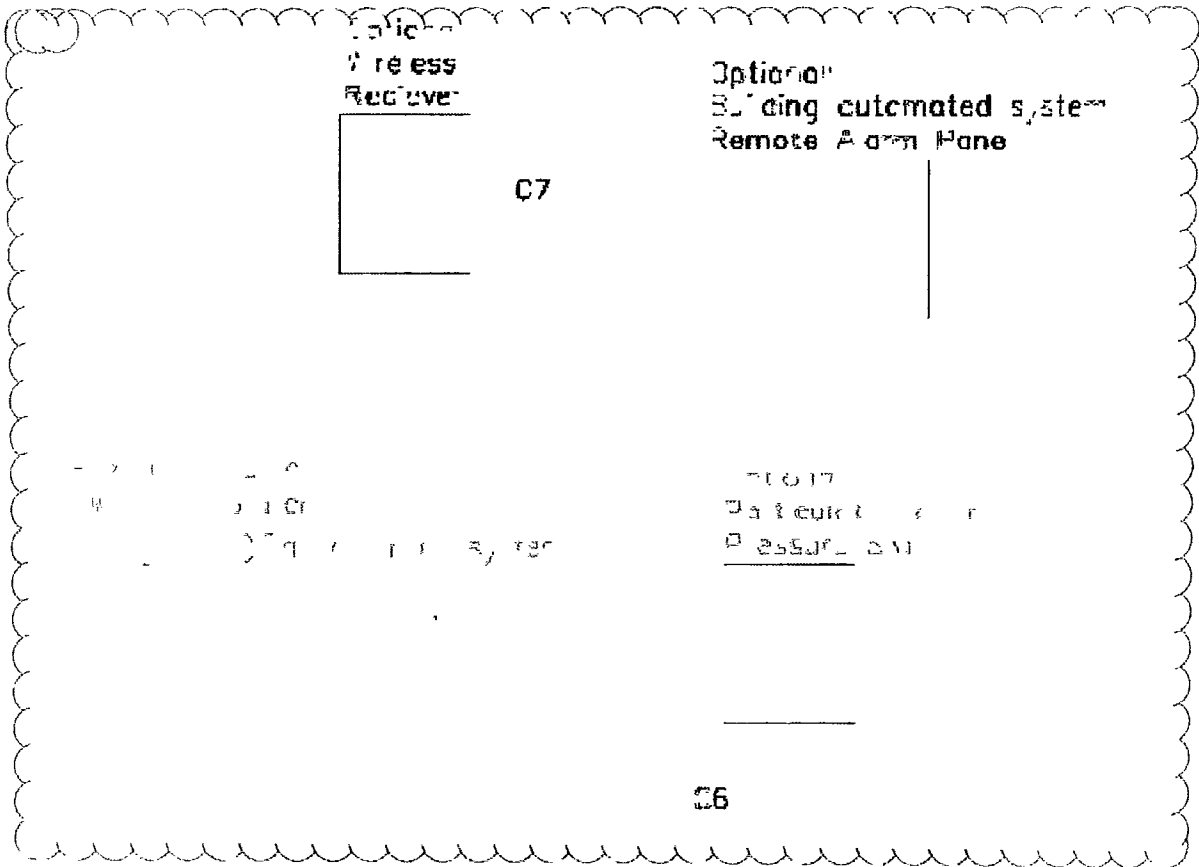
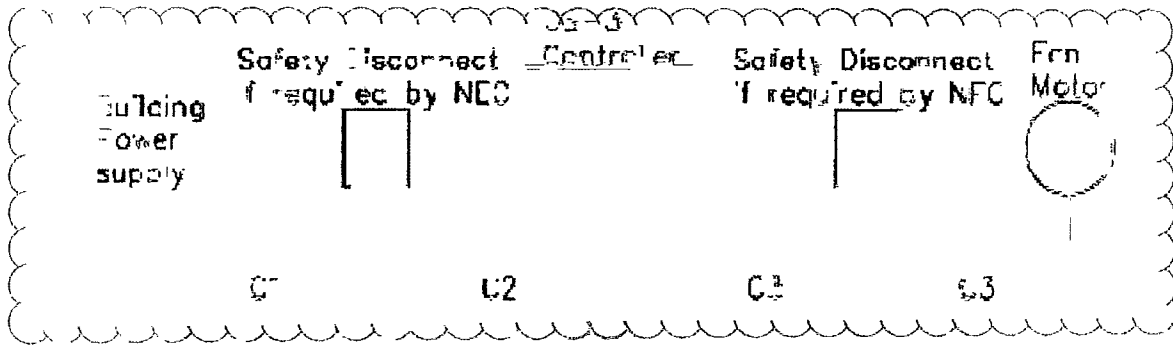
Notes:

1. UL CUL (cULus) 508A listed
2. Enclosure Material: Carbon Steel
3. Enclosure Color: RAL-9002 (Grey-White)
4. Enclosure Rating: NEMA 12
5. OS-3 Control Box can be set for both manual and automatic control of fan.
6. Wireless Receiver Input Contact: 24V
7. Filter Status Indicator Light on Front Panel
8. Fan Run-Time Counter Adjustable from 7 sec up to 7 min
9. Automatic mode will start the central fan via pressure or temperature sensor.

Job name:	DWG BY: JP	Revision: 4	Rev. date: 6/8/12
Engineer:	PLYMOVENT NORTH AMERICA 115 MELRICH ROAD CRANBURY N.J. TEL: (609)395-3500 FAX: (609)855-0919 WWW.PLYMOVENT.COM		
Customer:	OS-3		

Plymovent Electrical Flow Chart

Line Voltage Wiring  
needed from electrical  
contractor SD not  
needed for control panel  
just fan motor

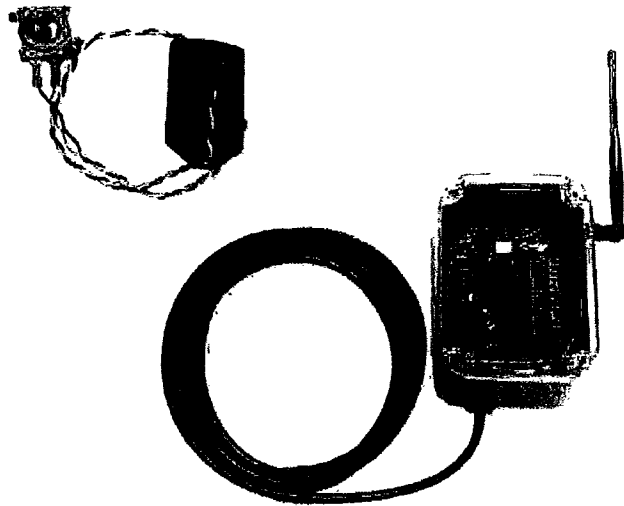


**PLYMOVENT®**  
clean air at work

WIRELESS INSTALLED BY HASTINGS AIR ENERGY CONTROL

EN Wireless

## WIRELESS CONTROL SYSTEM



EN User manual



**PLYMVENT®**

clean air at work

## **WIRELESS IR SYSTEM SEQUENCE OF OPERATION**

The wireless system includes the following components:

- (1) Wireless Receiver that gets tied into the OS-3 control panel
- Wireless transmitters (one per vehicle connection/ drop)
- Standard pressure sensors (one per vehicle connection/drop)

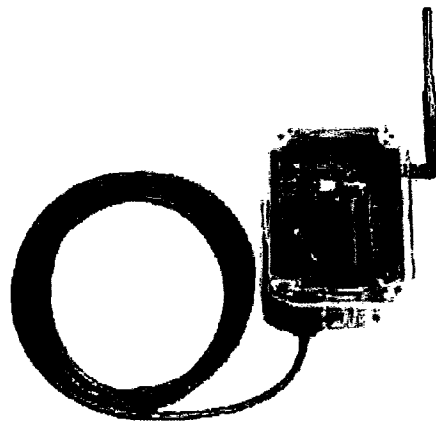
The wireless system works just like the wired system as such it works off the pressure sensor for system activation:

- Each vehicle has a pressure sensor tied into a wireless transmitter
- The transmitter is either mounted on the internal crab assembly on the STRA system or mounted on the riser bracket on the SBTA system
- The pressure sensor wire taps are tied into the transmitter.
- Anytime the vehicle is started or reattached when backing into the station, the pressure sensor is pulled in (contacts closes) by the exhaust pressure being emitted by the vehicle.
- The pressure sensor then closes and a signal is generated by the wireless transmitter that is sent to the receiver mounted by the OS-3 control panel that activates the exhaust fan

That is the run down on the wireless & it is that simple.

The advantage for the wireless:

- More responsive system activation
- Eliminates electrical shorts in the wires
- Each transmitter is numbered & the receiver can inform the service tech on a faulty pressure sensor/ trouble code



**WIRELESS CONTROL UNIT**



**HASTINGS**  
air energy control inc.

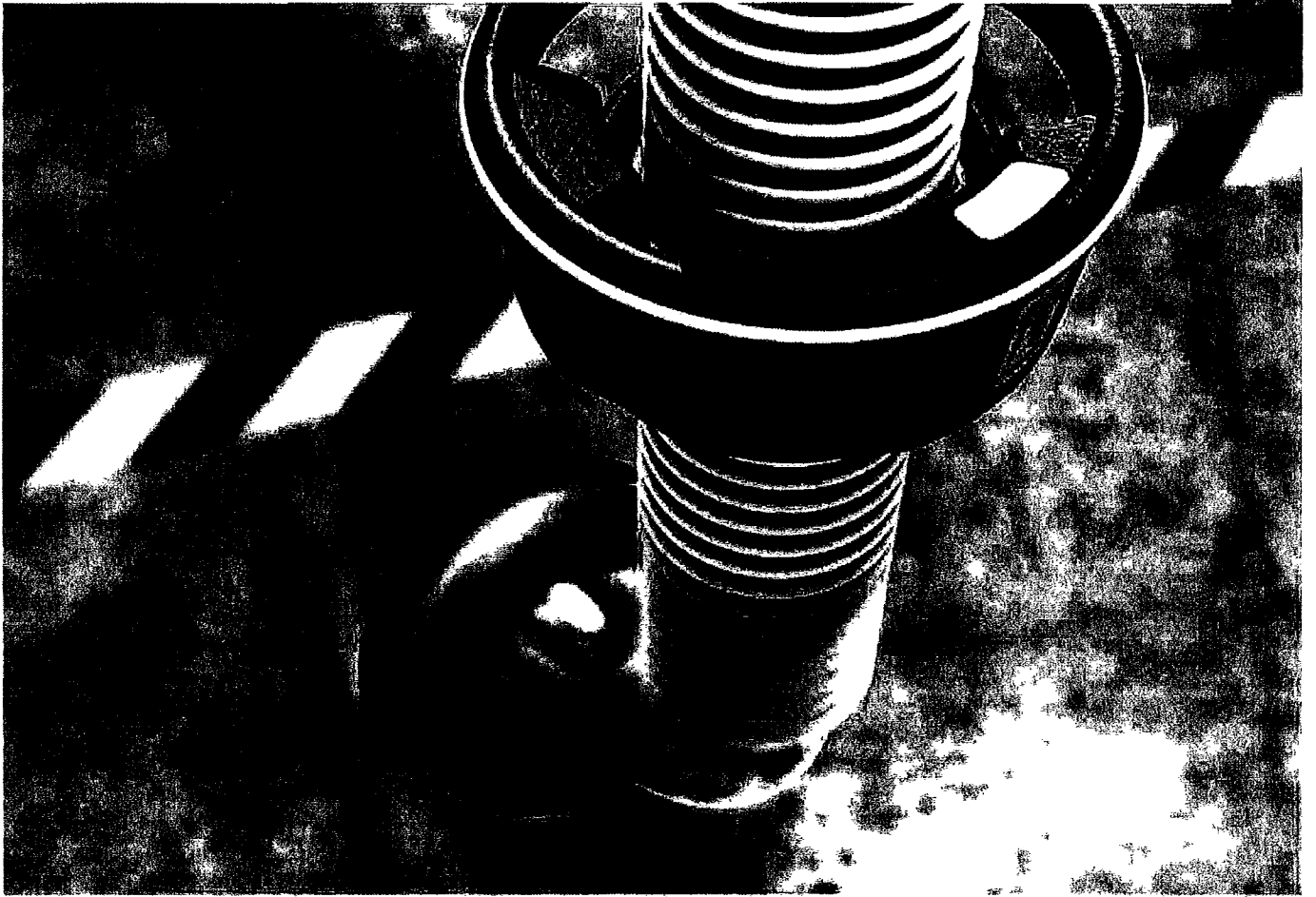


## Equipment

Safety Disconnect Handle (SDCH), & Magnetic Grabber –  
Black Armour® - Flex Hose & Steel Saddle



# SAFETY DISCONNECT HANDLE



1/2" NPT x 1/2" NPT (1.5" long)

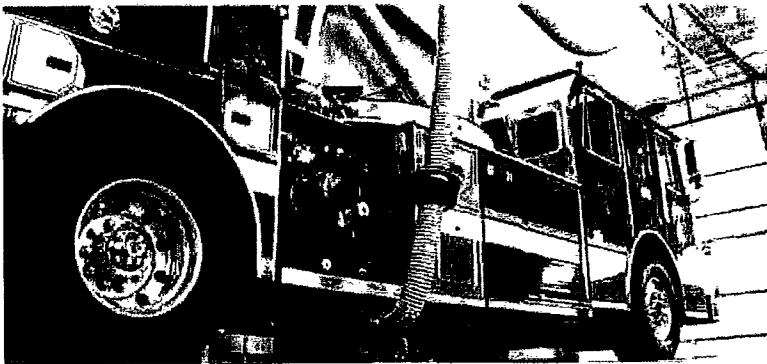
## SAFETY DISCONNECT HANDLE

Plymovent offers a safe solution for operating an exhaust removal system in emergency stations. Designed for functionality and efficiency, the safety disconnect handle is easy to use and represents the next step in safety disconnects. With an uninterrupted airflow through the exhaust removal hose, the exhaust gases are carried out of the breathing zone with maximum efficiency.

## FUNCTIONAL DESIGN

The safety disconnect handle is ergonomically-designed for ease of use. The round handle has large grips so that it can be operated even while wearing gloves and can be reached from any angle. The user does not have to bend over to connect the exhaust removal system, thus limiting the risk of exposure to exhaust gases.

The safety disconnect handle is patent pending and was designed with its function in mind. The inside is made of durable steel to withstand high-temperature exhaust gases, while the outside is made of engineered plastics. When operating a pneumatic system, the integrated pneumatic valve is shielded and positioned to allow its simple operation. The safety disconnect handle for a magnetic system does not include the valve, but it does offer benefits like easy operation of the system and the safety disconnect function.

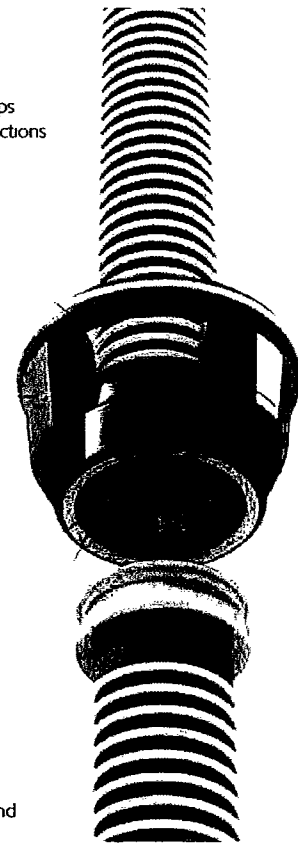


Ergonomic in use and operation, with large grips and easy-to-operate functions

Made of 'scratch-safe' materials resistant to high temperatures

Uninterrupted airflow through the hose

Available for magnetic and pneumatic systems



## PLYMOVENT SOURCE CAPTURE SYSTEMS: AN INDUSTRY STANDARD

The safety disconnect handle can be integrated with Plymovent's pneumatic and magnetic exhaust removal systems. A Plymovent system enables you to remove dangerous exhaust gases efficiently, saving you money and assuring clean air at the workplace.

Our philosophy is to provide quality systems that are safe, user-friendly and code-compliant and that will enhance quality of life for your fire fighters and personnel. That is why we have developed a line of source capture systems designed to meet your station's needs.

Plymovent Corp. is ISO 9001:2008 certified.



# PLYMOVENT®

clean air at work

Plymovent Corp.  
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USA

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T +1 609 395 3500  
F +1 609 655 0569  
E info.usa@plymovent.com

facebook.com/plymoventusa

@plymoventusa

Plymovent reserves the right to make design changes.

BR\_SDCH\_Letter\_EN

*Plymovent cares about the air you breathe. We offer products, systems and services which ensure clean air at work, anywhere in the world.*

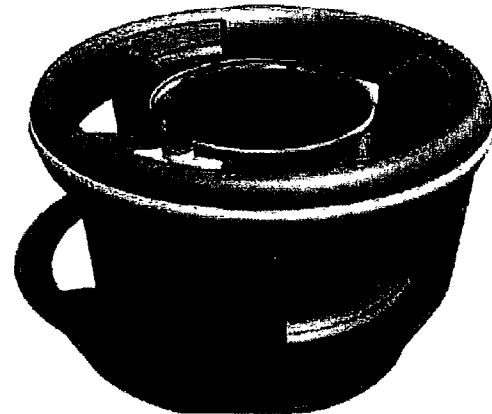
*We respect the environment and we deliver high-quality products. Our expertise gained over many years and our genuine commitment to customer requirements enable us to provide precisely the solutions you need.*

www.plymovent.com



## Safety Disconnect Handle (SDCH)

Plymovent's Safety Disconnect Handle is the easy and ergonomic way to operate your Plymovent FIRE system. With a Safety Disconnect Handle that does not block the flow of exhaust gasses through the hose, the dangerous gasses are removed as fast and efficient as possible. The Safety Disconnect Handle allows for an effortless handling and operation of both the pneumatic- and magnetic Plymovent systems. This product allows you to show that removal exhaust gasses from your Fire station is a serious matter and that you work with the best materials available.



### DESCRIPTION

Easy to use ergonomic handling and operation	✓
Ergonomic design	✓
Safety disconnect function	✓
Easy reconnect mechanism	✓
Available for both pneumatic and magnetic systems	✓
True 100mm (4") and 125mm (5") design for uninterrupted exhaust removal flow.	✓
Solid design for easy handling and operation.	✓
Available for both 100mm (4") and 125mm (5") hoses.	✓
Can be used on existing Plymovent FIRE systems	✓

### APPLICATIONS

The Safety Disconnect Handle is suitable to operate with the following Plymovent extraction systems:

- The Plymovent SBT system
- The Plymovent STR system
- The Plymovent hose reels / drops

### AMBIENT CONDITIONS

Operating temperature	-5°C / 23°F to 60°C / 140°F
Use	Indoor use only
Storage conditions	-5°C to +60°C (23°F-140°F)

### SCOPE OF SUPPLY

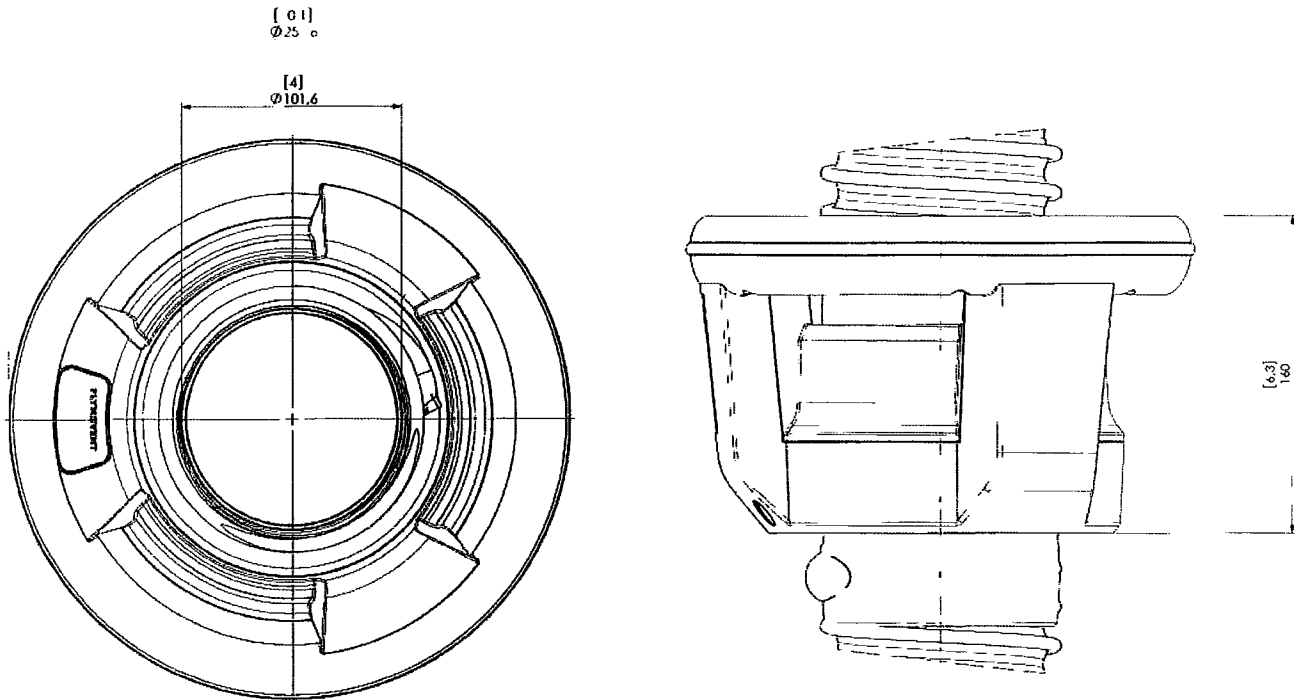
The Safety Disconnect Handle - Pneumatic:  
 - 1 x the Safety Disconnect Handle  
 - 1 x the integrated air valve top operate the Plymovent Grabber®

The Safety Disconnect Handle - Magnetic  
 - 1 x the Safety Disconnect Handle

### AVAILABLE ACCESSORIES

Product name	Art no	Description
SDCH-P 100mm / 4"	90550-1011 702502-A	Safety Disconnect Handle - Pneumatic for 100mm / 4" hose
SDCH-P 125mm / 5"	90555-1011 702503-A	Safety Disconnect Handle - Pneumatic for 125mm / 5" hose
SDCH-M 100mm / 4"	90560-1011 702500	Safety Disconnect Handle - Magnetic for 100mm / 4" hose
SDCH-M 125mm / 5"	90565-1011 702501	Safety Disconnect Handle - Magnetic for 125mm / 5" hose

## TECHNICAL DATA



## PHYSICAL DIMENSIONS AND PROPERTIES

Article number	90550 - 1011    702502-A 90555 - 1011    702503-A 90560 - 1011    702500 90565 - 1011    702501
Safety Disconnect: - Standard release force setting	<ul style="list-style-type: none"> <li>• approx 150 N / 33 lb-force</li> <li>• approx 450 N / 99 lb-force</li> </ul>
Certifications	<ul style="list-style-type: none"> <li>• PAK / TUV</li> </ul>
Pneumatic valve	<ul style="list-style-type: none"> <li>• In: Unregulated air Max 6 bar / 87 Psi</li> <li>• Out: Regulated air for Grabber® Max. 1 bar / 15 Psi</li> </ul>
Material	Nylon PA6 (30%) aluminium inner flanges
Weights SDCH SDCH incl Mechanical Air valve	1,55 kg / 3.4 lbs 1,75 kg / 3.8 lbs
Dimensions	See drawing above

## USER INSTRUCTIONS

### Using the Plymovent Pneumatic Safety Disconnect handle:

When a vehicle drives into the station attach the Pneumatic Grabber® to the tailpipe (touching the Grabber® stop) and press down on the valve. The Grabber® will now be inflated and connect to the tailpipe creating a positive seal and engage the exhaust removal fan. The exhaust removal fan will start automatically

When the vehicle exits the station the Grabber® will disconnect automatically putting the valve in the empty position (valve will pop up)

### Using the Plymovent Magnetic Safety Disconnect handle:

When a vehicle drives into the station attach the Magnetic Grabber® to the tailpipe connector. The Magnetic Grabber® is now connected and the exhaust removal fan will start automatically.

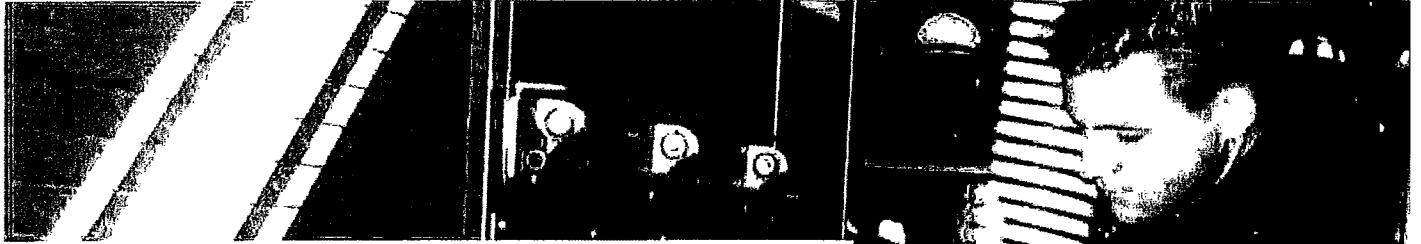
When the vehicle exits the station the Grabber® will disconnect automatically

### Balancer Locking Cable

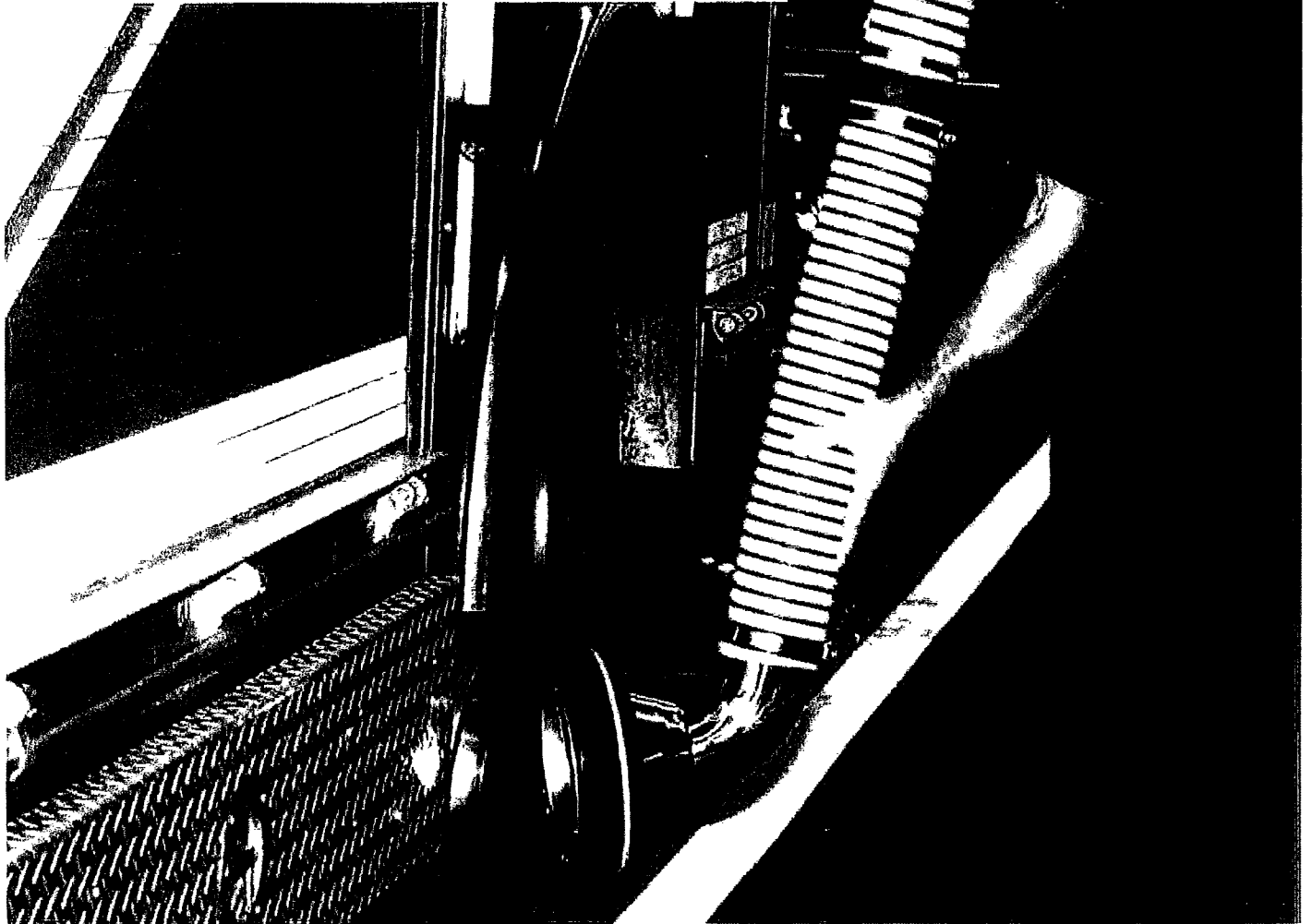
In every application of the SDCH a Balancer locking cable should be used. Please make sure this part is present at your system.

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**MAGNETIC GRABBER®**





## WHY DIESEL EXHAUST EXTRACTION IS IMPORTANT

Diesel engines, used in fire trucks, produce a mixture of toxic gases and particulates from the combustion process. These hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risk and a serious legal liability for the fire department. It is essential to create healthy and safe working conditions by reducing these risks. Protective measures are an important aspect of this.

Eliminate this hazard from your fire station with our vehicle exhaust capture and removal systems. From existing stations to new design-built, our totally automatic start-up and disconnect source capture systems are the recommended method for controlling exhaust emissions in your station.

## THE MAGNETIC GRABBER®

Now there is an exhaust removal system for every station. Combining the various benefits of the Magnetic Grabber® and the opportunity to have an easy to use professional Plymovent system in your station make the decision an easy one.

## EASY TO OPERATE - "CLICK AND SEAL"

The conical design makes attaching the Magnetic Grabber® to the vehicle extremely user friendly. At the sound of a clear "click" you know you have a correctly "sealed" connection of the system to the vehicle, minimizing the danger of diesel exhaust emissions in the station. The strategically positioned magnets ensure a good connection to the vehicle, as well as a controlled automatic disconnect when the vehicle exits the station.

## PROFESSIONAL LOOK AND PERFORMANCE

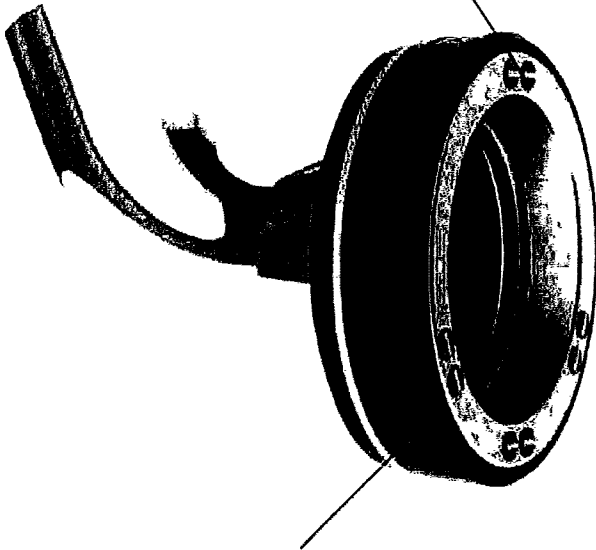
With its stainless polished look the Magnetic Grabber® is easy to recognize, but also the functionality is what you can expect of a Plymovent system. With no obstructions in the hose the system can remove dangerous diesel exhaust at its maximum capacity. The new Magnetic Grabber® system can be quickly attached to any vehicle equipped with the innovative Plymovent tailpipe connector. The tailpipe connector's ambient air intake also ensures the vehicle's exhaust temperatures are reduced thereby making the system safer to use.

## SAFETY OF THE SYSTEM

In order to protect your investment and provide protection against damages, Plymovent has integrated a rubber cover on the Magnetic Grabber®. With the Magnetic Grabber's® rubber cover, along with your systems Safety Disconnect, you and your system are well protected.

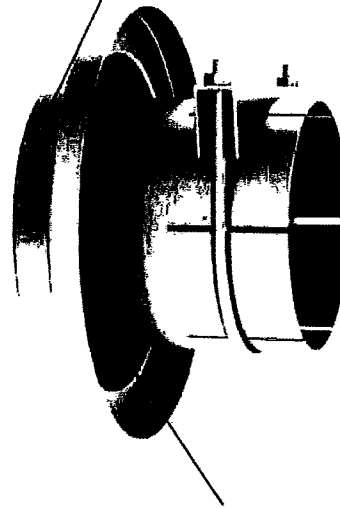


Strategically positioned integrated magnet for easy connection



Protective rubber safety cover to avoid damage to vehicle and surroundings

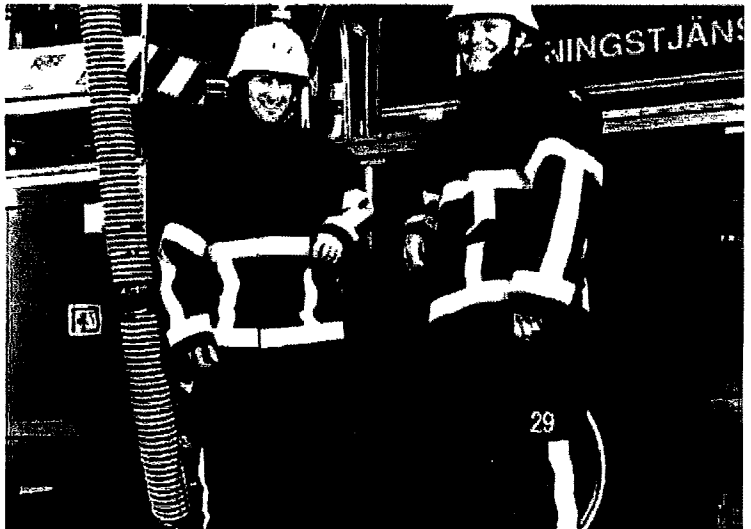
Unique conical design for soft release



Ambient air intake protects the system and surroundings from high-temperature exhaust gasses

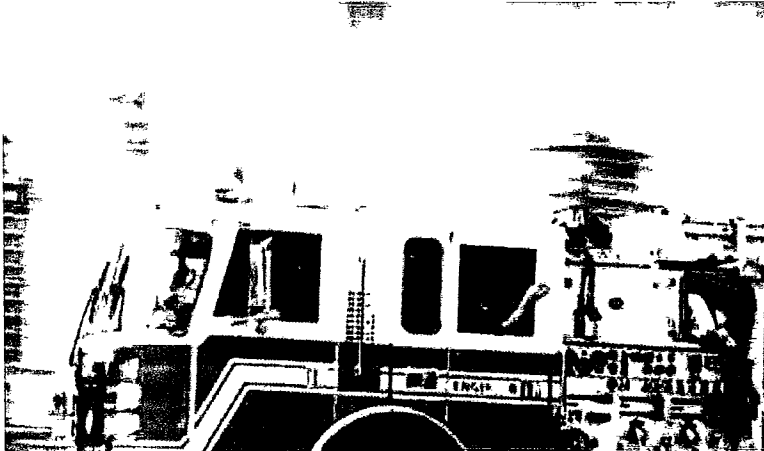
## BENEFITS

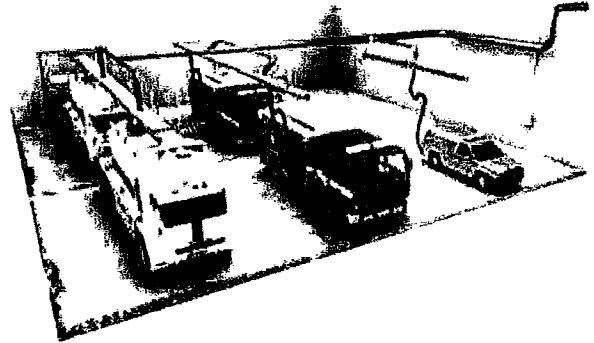
- Easy to operate “click and seal”
- Virtually 100% source capture
- Ambient air intake
- Unique conical design for easy use
- Functions without electrical power input



Plymovent has over 30 years of experience and tens of thousands of source capture ventilation and filtration installations worldwide. With subsidiaries and distributors in over 45 countries, Plymovent is your knowledge based partner for source capture technology. Over 50,000 Plymovent source capture systems across the world have been installed to reduce hazardous vehicle exhaust emissions in a variety of sectors including:

- Volunteer and paid fire departments
- Federal and state fire stations
- EMS departments
- Training facilities





## PLYMOVENT SOURCE CAPTURE SYSTEMS:

### - AN INDUSTRY STANDARD

The Magnetic Grabber® can be connected to the product range of fans and control equipment of Plymovent. A Plymovent system enables you to get fully automatic control of your products in the most efficient way, saving you money and bringing you clean air at work.

Our philosophy is to provide quality systems that are safe, user-friendly, code compliant and that will enhance the quality of life for your firefighters and personnel. That is why we have developed a line of source capture systems designed to meet your station's needs. Plymovent is ISO 9001 2000 certified.

## PLYMOVENT®

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PLYMOVENT AB  
Kopparbergsgatan 2  
SE-214 44 Malmö,  
Sweden  
Tel: +46 40 30 31 30  
Fax: +46 40 30 31 40  
export@plymovent.com

Your authorised Plymovent distributor:

*Plymovent cares about the air you breathe. We deliver products, systems and services which ensure clean air at your work environment, anywhere in the world.*

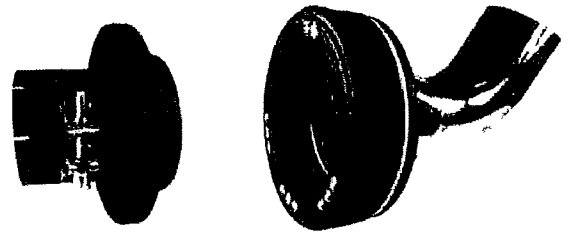
*Our expertise gained over many years, high quality products and genuine commitment to customer requirements enable us to provide precisely the solutions you need.*

Correct Nozzle Size and Conical Tailpipe Adapter Size to be Verified With Owner Prior to Installation

## MAGNETIC GRABBER® BLACKARMOUR

### VEHICLE EXHAUST REMOVAL SYSTEM

The Magnetic Grabber® BlackArmour is a patented vehicle exhaust removal device. The Magnetic Grabber® nozzle incorporates a self-aligning conical design with integrated magnets that provide a quick and easy "Click and Seal" connection and controlled disconnect from the vehicle's tailpipe. The nozzle is used in conjunction with the conical tailpipe adapter (TPA) and is primarily used in the Fire and Emergency Services stations where the vehicles may be ran indoors for equipment checks and for exiting the building on emergency calls. The Magnetic Grabber® BlackArmour is a durable system that is resilient to the most extreme and aggressive road treatment conditions due to the zinc diffusion process which ensures maximum durability and exceptional corrosion resistance.



### APPLICATIONS

The Magnetic Grabber® BlackArmour is intended to be used for the following applications:

- To eliminate hazardous vehicle exhaust emissions with our vehicle exhaust capture and removal systems for the following segments: fire and emergency service stations as well as military facilities.

### SPECIFICATIONS

#### Physical dimensions and properties

Material	<ul style="list-style-type: none"> <li>• duplex coated steel</li> <li>• stainless steel</li> <li>• EPDM rubber</li> </ul>
Color	<ul style="list-style-type: none"> <li>• polished stainless steel</li> <li>• charcoal black finish</li> </ul>

#### Ambient conditions

Max. relative humidity	all ambient conditions allowed
Storage conditions	all ambient conditions allowed

#### Where used

All Plymovent railsystems such as SBT and STR

#### Scope of supply

Matching nozzle and TPA to be ordered separately

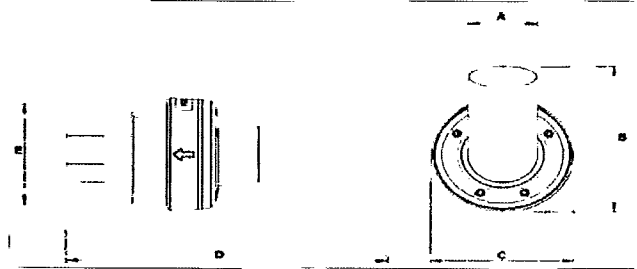
#### Order information

Article no.	see remaining specifications
Number/package	1

#### Shipping data

Gross weight	see remaining specifications
Packing dimensions	see dimensions
Packaging	bubble wrap

### DIMENSIONS



<b>A</b>	4" / 100 mm	
	5" / 125 mm	
<b>B</b>	3" / 75 mm version	10.2" / 260 mm
	4" / 100 mm version	10.6" / 271 mm
	5" / 125 mm version	11.5" / 293 mm
<b>C</b>	3" / 75 mm version	7.5" / 190 mm
	4" / 100 mm version	8.3" / 212 mm
	5" / 125 mm version	9.9" / 253 mm
<b>D</b>	3" / 75 mm version	15" / 381 mm
	3.5" / 90 mm version	15" / 381 mm
	4" / 100 mm version	16.8" / 426 mm
	5" / 125 mm version	17.3" / 440 mm
	6" / 150 mm version	18.5" / 470 mm
	7" / 175 mm version	18.5" / 470 mm
<b>E</b>	3" / 75 mm version	6.5" / 164 mm
	3.5" / 90 mm version	6.5" / 164 mm
	4" / 100 mm version	7.2" / 184 mm
	5" / 125 mm version	9" / 228 mm
	6" / 150 mm version	9" / 228 mm
	7" / 175 mm version	9" / 228 mm

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## MATCHING COUNTERPARTS

NOZZLE (Descr. / Dim. / Art #)	TAILPIPE ADAPTER (Descr. / Dim / Art.#)					
	TPA BA 3" / 75 mm 0000112176	TPA BA 3.5" / 90 mm 0000112177	TPA BA 4" / 100 mm 0000112178	TPA BA 5" / 125 mm 0000112179	TPA BA 6" / 150 mm 0000112180	TPA BA 7" / 175 mm 0000112188
MG BA - SBT 3" / 75 mm 0000112120	✓	✓	-	-	-	-
MG BA - STR 3" / 75 mm 0000112100	✓	✓	-	-	-	-
MG BA - SBT 4" / 100 mm 0000112127	-	-	✓	-	-	-
MG BA - STR 4" / 100 mm 0000112108	-	-	✓	-	-	-
MG BA - SBT 5">4" / 125>100 mm 0000112130	-	-	-	✓	✓	✓
MG BA - STR 5">4" / 125>100 mm 0000112117	-	-	-	✓	✓	✓
MG BA - SBT 5">5" / 125>125 mm 0000112480	-	-	-	✓	✓	✓
MG BA - STR 5">5" / 125>125 mm 0000112479	-	-	-	✓	✓	✓

## APPROXIMATE GROSS WEIGHTS

MG COMBINATIONS	SBT / STR
3" / 75 mm	13 lbs / 6 kg
3.5" / 90 mm	14 lbs / 6,5 kg
4" / 100 mm	14 lbs / 6,5 kg
5" / 125 mm	15 lbs / 7 kg
6" / 150 mm	16 lbs / 7,5 kg
7" / 175 mm	16 lbs / 7,5 kg

Product type

**MG BlackArmour™**

Article no.

see remaining specifications

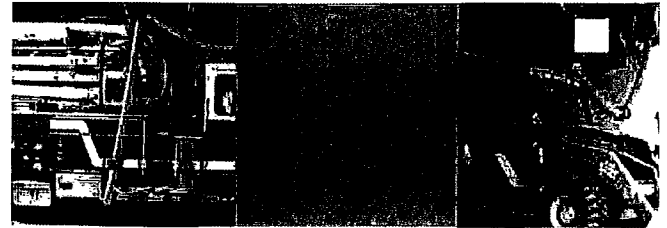
Product category

nozzles

Version

170217/0

Always check the latest version on [www.plymovent.com](http://www.plymovent.com)



COMMERCIAL NEWSLETTER | DECEMBER 19, 2018

## TOPGRADE CONICAL TAILPIPE ADAPTER

### WE BELIEVE IN SUSTAINABLE PRODUCTS WHICH ARE ENGINEERED TO LAST

The durability of stainless steel means that it is not only the best, but also the most economically and sustainable choice for our TopGrade conical Tailpipe Adapter (TPA) range. All Magnetic Grabber® materials used in the production of the TopGrade conical TPA are fully recyclable at the end of their lifecycles and together with our customers and partners, we are building engineering a world that lasts forever.

Plymovent's legacy of market leading innovation and consistent quality is at the heart of providing you the means to have the right product for every application. By grouping our products into ranges based on performance and application we aim to make choosing the best product for your application easier. Please refer to the TopGrade conical TPA Product Data Sheet for a complete list of article numbers.

### MAGNETIC STAINLESS STEEL?

The Plymovent base material for our TopGrade conical TPA is a magnetic stainless steel originally designed for high-end gas turbine exhaust systems with good corrosion resistance, high-temperature strength and good formability. It has proven to be a perfect base material to produce the Plymovent TopGrade conical TPA from. The TopGrade conical TPA is ideal for the most extreme weather conditions and is resilient to excessive salt and brine.

With Kind regards,

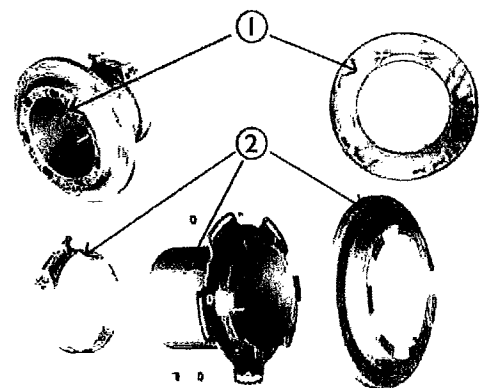
Kees Janssen  
Product Manager EE



### SPECIFICATIONS FOR THE LATEST CONICAL FULL BLOWN STAINLESS STEEL TAILPIPE ADAPTER

1. Unparalleled, fully adjustable ambient air inlet slots  
*Allowing you to match the extraction demand you need to provide optimized performance of your system.*
2. All components are of stainless steel pedigree  
*Stainless steel grade of the Plymovent TopGrade conical TPA is complimentary to the standard aluminized stainless steel tailpipe grades.*

*Compatible with all Plymovent Magnetic Grabber® nozzles \**

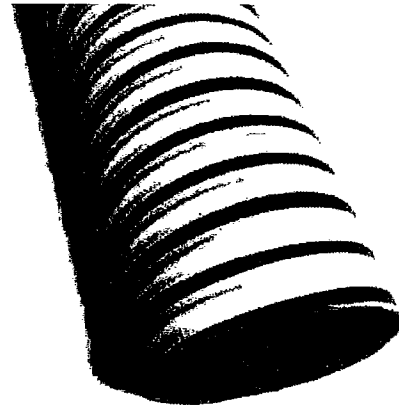


*\*Plymovent recommends using the Magnetic Grabber® Black Armour nozzle in conjunction with the TopGrade TPA as well as using the Galvanized nozzle with the Galvanized TPA.*

## HIGH TEMPERATURE EXHAUST HOSE (HT)

### HOSES

Plymovent's market-leading High Temperature Exhaust Hose (HT) for Fire and EMS stations is a proprietary construction, with a high-quality synthetic fabric that can endure exhaust gas temperatures of up to 900°F (482°C) continuous in a properly designed system. Independent laboratory test results available upon request. The hose is flame and abrasion resistant. Upper, Mid and Lower hose packages available for Plymovent track and rail systems.



### APPLICATIONS

The HT is intended to be used for the following applications:

- Fire and emergency services stations with heavy-duty vehicles that generate high temperature hazardous exhaust fumes, such as 2007 and newer diesel vehicles that contain aftertreatment technologies such as a diesel particulate filter.

**Note:** For safety reasons vehicle regeneration should never be performed inside the Fire or EMS Station due to the high exhaust temperatures associated with DPF regeneration.

### SPECIFICATIONS

#### Physical dimensions and properties

##### Material

- Hose wall
  - proprietary multi-layer, high temperature synthetic fabric hose
- Spiral
  - spring steel wire helix and a high temperature synthetic wear strip for abrasion resistance
- Lower Hose
  - constructed with a proprietary, high-temperature, semi-rigid material to ensure proper operation with Grabbers

Diameters available | 4 and 5 in. (100 and 125 mm)

#### Ambient conditions

- Operating temperature
- continuous: up to 900°F (482°C)
  - intermittent: up to 1050°F (566°C)

#### Recommended lengths

Upper hose standard lengths are 6 ft, 12 ft, 14.5 ft, 17 ft, and 19 ft (1.8 m, 3.7 m, 4.4 m, 5.1 m, 5.8 m)

#### Product combinations

- Track/Rail Systems
- SBTA
  - STRA
  - VSRX
- Nozzles
- Magnetic Grabber
  - Pneumatic Grabber

#### Options and accessories

Balancer, hose saddle, hose clamps, nozzles (must be ordered separately)

#### Order information

Article no | see remaining specifications

Number (package) | 1

#### Shipping data

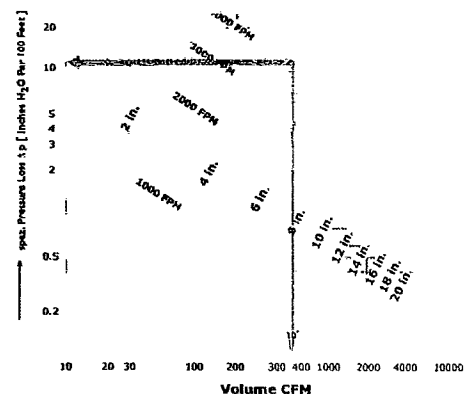
Gross weight | see remaining specifications

Country of origin | USA

#### Recommended air speed

4000 to 4500 fpm (20,3 to 20,8 m/s).

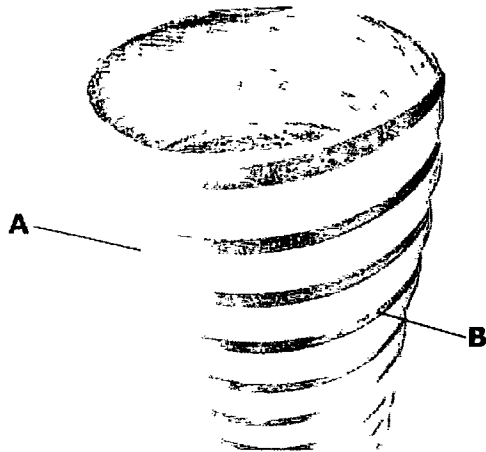
### AIRFLOW



Example: for a 5 in. (125 mm) HT hose with airspeed of 4000 FPM (20 m/s), the static pressure loss w.g. per 100 feet is 1.1 in. and air volume is 350 CFM (10 m<sup>3</sup>/m).

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## CONSTRUCTION:

- A. Internal spring steel wire helix with an external high temperature wear strip (yellow)
- B. High temperature synthetic outer layer provides additional abrasion protection (black)

## ACCESSORIES

### Balancer

The non-locking spring recoil balancer controls the point at which the Grabber disconnects from the tailpipe. As the hose attains its maximum reach, the balancer locking cable will bottom out, in turn pulling the nozzle from the moving vehicle's tailpipe.



### Safety Disconnect Handle

Plymovent's safety disconnect handle is ergonomically-designed for ease of use. The round handle has large grips so that it can be operated even while wearing gloves and can be reached from any angle. The operator does not have to bend over to connect the nozzle to the tailpipe, further reducing the risk of exposure to exhaust emissions



## REMAINING SPECIFICATIONS

Art. no.	Dimensions	Length	Weight
<b>Upper Hose (single piece)</b>			
0000116367 710040-1	Ø 4 in. (100 mm)	6 ft (1,8 m)	3 lbs (3,9 kg)
0000116369 710041 1	Ø 4 in. (100 mm)	12 (3,7 m)	6 lbs (5,8 kg)
0000116371 710042 1	Ø 4 in. (100 mm)	14.5 (4,4 m)	7.3 lbs (3,3 kg)
0000116373 710043-1	Ø 4 in. (100 mm)	17 ft (5,1 m)	8 5 lbs (3,9 kg)
0000110175 710044-1	Ø 4 in. (100 mm)	19 ft (5,8 m)	9.5 lbs (4,3 kg)
0000110177 710045-1	Ø 5 in. (125 mm)	6 ft (1,8 m)	3.6 lbs (4,6 kg)
0000116379 710046-1	Ø 5 in. (125 mm)	12 (3,7 m)	7.2 lbs (3,3 kg)
0000116381 710047-1	Ø 5 in. (125 mm)	14.5 (4,4 m)	8.7 lbs (3,9 kg)
0000116383 710048-1	Ø 5 in. (125 mm)	17 ft (5,1 m)	10.2 lbs (4,6 kg)
0000116385 710049-1	Ø 5 in. (125 mm)	19 ft (5,8 m)	11.4 lbs (5,1 kg)
<b>Mid Hose</b>			
0000116346 710015-1	Ø 4 in. (100 mm)	10 ft (3 m)	5 lbs (2,3 kg)
0000116349 710016-1	Ø 5 in. (125 mm)	10 ft (3 m)	6 lbs (2,6 kg)
<b>Lower Hose</b>			
0000116342 710014-1	Ø 4 in. (100 mm)	2 ft (0,61 m)	1.4 lbs (0,6 kg)
0000116339 710013-1	Ø 5 in. (200 mm)	2 ft (0,61 m)	1.7 lbs (0,8 kg)

Plymovent Authorized Distributor:

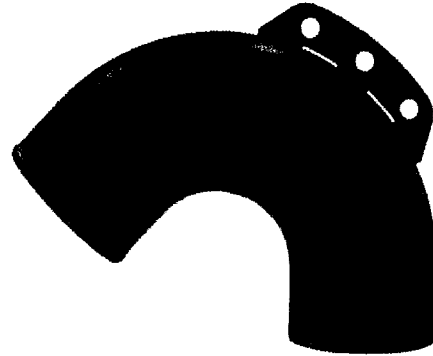
Product type	HT™
Article no.	see remaining specifications
Product category	hoses
Version	020518/1

Always check the latest version on [www.plymovent.com](http://www.plymovent.com)

## STEEL SADDLE

### STEEL SADDLE WITH LIFTING LUGS

The steel saddle is made from light weight steel and is a solid and sturdy elbow for lifting a 100 mm (4 in.) or a 125 mm (5 in.) hose. With the designed multi positionable lifting lugs the elbow can be balanced in different ways. The steel saddle lifts the hose and prevents it from shifting.



### APPLICATIONS

The steel saddle is intended to be used for the following applications:

- To eliminate hazardous vehicle exhaust emissions with our vehicle exhaust capture and removal systems for the following segments: fire and emergency service stations as well as military facilities

### SPECIFICATIONS

#### Physical dimensions and properties

Material	powdercoated steel
Weight	approx. 0,9 kg (2 lbs)
Colour	black (RAL 9005)

#### Ambient conditions

Operating temperature: equals selected hose

#### Where used

Plymovent STR, SBT or VSRX railsystems

#### Scope of supply

Steel saddle

#### Order information

Article no see dimensions

Number/package 1

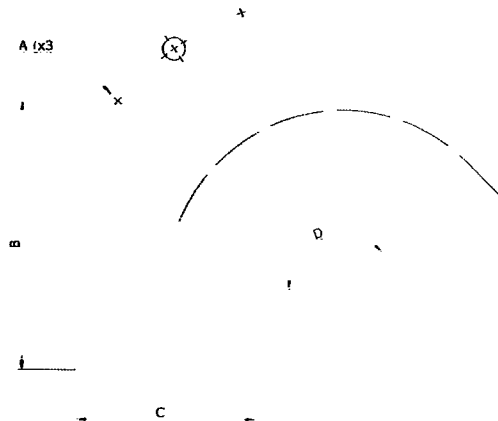
#### Shipping data

Gross weight 1 kg (2.2 lbs)

Packing dimensions 500 x 500 x 250 mm  
(20 x 20 x 10 in )

Harmonized Tariff Code 84219990

### DIMENSIONS



	Art. no 0000114045	Art. no 0000114046
A	12,5 mm (0.5 in.)	12,5 mm (0.5 in.)
B	150 mm (6 in.)	170 mm (6.7 in.)
C	100 mm (4 in.)	125 mm (5 in.)
D	135°	135°

Product type

**Steel saddle**

Article no.

see dimensions

Product category

options and accessories

Version

300819/0

Always check the latest version on [www.plymovent.com](http://www.plymovent.com)



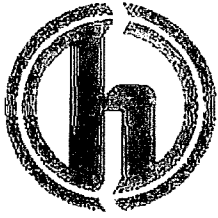


**HASTINGS**  
energía y control



# Service & Preventative Maintenance

Plymovent & Hastings



**HASTINGS**  
air energy control, inc.

5555 South Westridge Drive  
New Berlin, WI 53151-7900

P 800.236.8450 / 262 364 0500  
F 800.260.9199 / 262 364 0550

**Illinois Office**

P 847 362 9660

F 847 362 9661

**Michigan Office**

P 248 888 9911

F 248 478 9911

**Minnesota Office**

P 651 405 8500

F 800-260-9199

**Ohio Office**

P 513 315 5141

F 800-260 9199

## Sales and Service Centers

Full inventory of parts, service, and an in-house technician at each location.

(24 Hour Emergency Service Available)

**Contact: Tom Karth @ 800-236-8450 x1535**  
[tomkarth@hastingsairenergy.com](mailto:tomkarth@hastingsairenergy.com)

### Illinois

28835 Herky Drive Unit 115

Lake Bluff, Illinois 60044

P. 1-847-362-9660

F 1-847-362-9661

P 1-800-236-8450

F 1-800-260-9199

### Michigan

32728 W. 8 Mile Road Suite B

Farmington, Michigan 48336

P. 1-248-888-9911

F 1-248-478-9911

P 1-800-236-8450

F 1-800-260-9199

### Minnesota

3809 Chandler Drive NE

Minneapolis, MN 55421

P: 1-800-236-8450

F: 1-800-260-9199

### Wisconsin/Iowa

#### North Dakota/South Dakota

5555 S. Westridge Drive

New Berlin, Wisconsin 53151

P: 1-262-364-0500

F 1-262-364-0550

P. 1-800-236-8450

F 1-800-260-9199

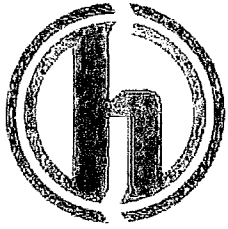
### Ohio/Indiana/Kentucky

PO Box 214

West Chester, OH 45071

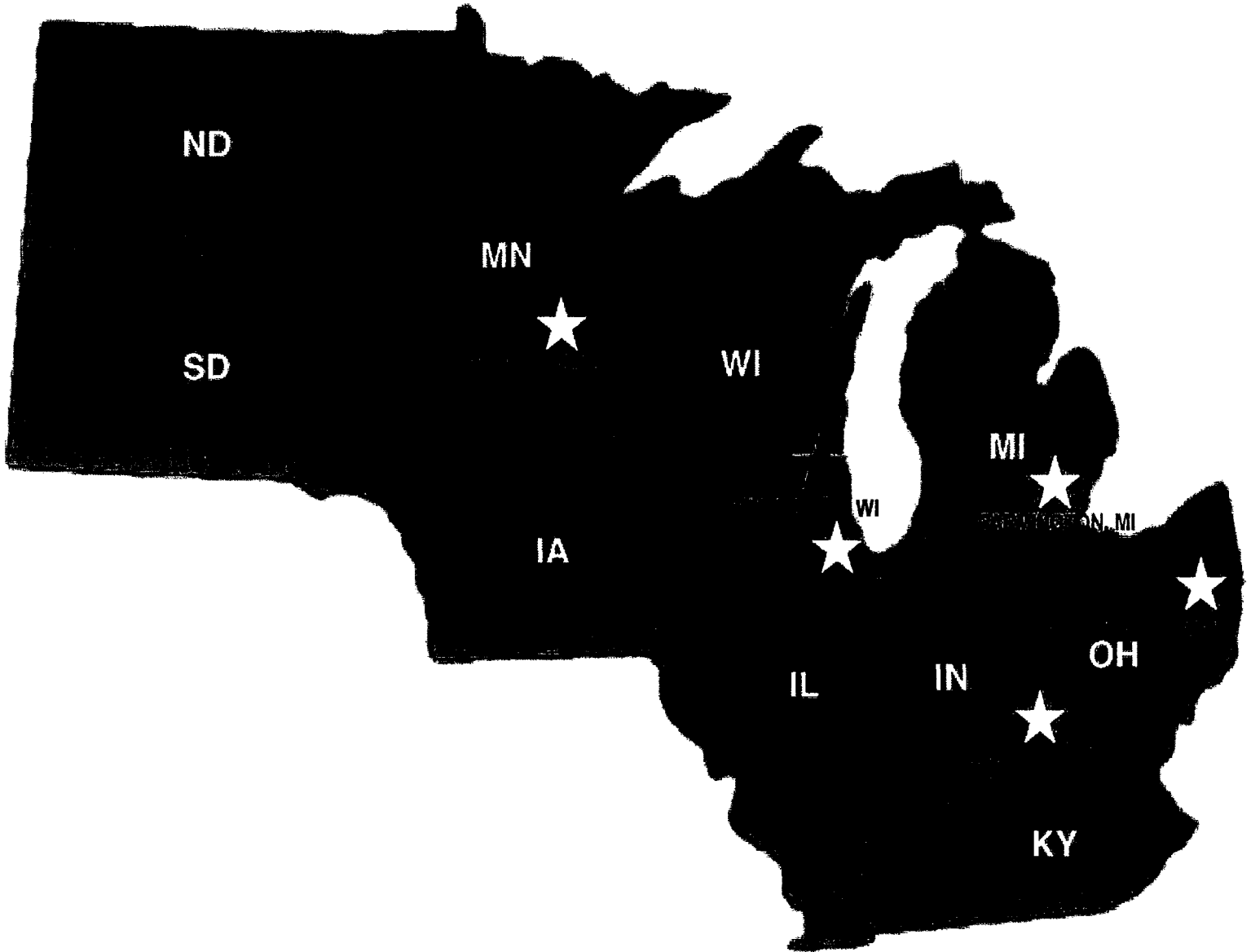
P 1-800-236-8450

F. 1-800-260-9199



**HASTINGS**  
air energy control, inc.

**Wisconsin Office**  
Corporate Headquarters  
5555 S. Westridge Drive  
New Berlin, WI 53151  
P: 262-364-0500  
F: 262-364-0550



**Minnesota Office**  
3809 Chandler Drive  
Minneapolis, MN 55418  
P 651.405.8500  
F 800-260-9199

**Illinois Office**  
28835 Herkey Drive  
Lake Bluff, IL 60044  
P: 847.362.9660  
F: 847.362.9661

**Michigan Office**  
32728 8 Mile Road  
Farmington, MI 48336  
P 248-888-9911  
F. 248-478-9911

**Ohio Office**  
4926 Logsdons Meadow Drive  
Liberty Twp, OH 45011  
P: 513.315.5141  
F 800-260-9199

**PLYMOUTH**

# Service & Maintenance

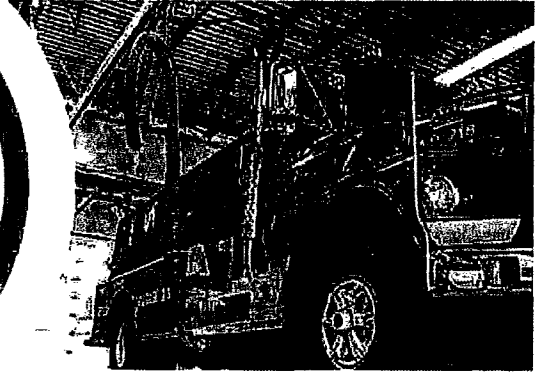
## Certified Local Dealer

- Within Close Geographical Proximity
- Offer 24/7 Service
- 10 Certified Technicians
- Offer Service and Maintenance Contracts





**HASTINGS**  
all energy of



# Warranty

Plymovent & Hastings

# PLYMOVENT®

clean air at work

## WARRANTY

### Statement of Limited Warranty

Seller warrants to the Buyer of all new products that it will be free of manufactured defects in workmanship and material.

This warranty is void if Seller finds that the product has been subjected to improper installation, improper care, service and maintenance or abnormal operations.

### Warranty Period

All standard warranty periods start from the date of shipping to the original Buyer or third party in which invoice and/or sales order number must be provided. Standard warranty period applies unless otherwise stated in a written agreement between Buyer and Seller at time of sale. Warranty periods are as follows:

#### Standard Product

##### **10 Year Conditional Warranty: Aluminum Rail Extrusions Only**

10 Year Conditional Warranty will be granted on standard Aluminum Extrusion(s) only by Seller in accordance with following: Seller receives completed Warranty Card from Buyer, that material received is in good condition, within 30 business days of material receipt. Warranty applies to Aluminum Rail Extrusion product only.

If completed Warranty Card is not received by Plymovent within 30 business days of material receipt, Plymovent's 5 Year Warranty on Standard Product will apply.

For Warranty Card, please contact Plymovent's Customer Service and/or Sales or go online to [www.plymovent.com](http://www.plymovent.com) under "contact us".

##### **5 Year Conditional Warranty: Standard Fire Systems Only**

5 Year Conditional Warranty will be granted by Seller in accordance with the following: Seller receives a completed Warranty Card from the Buyer, that material received is in good condition, within 30 business days of material receipt. Warranty applies to Fire product only and includes Exhaust Hoses used within Fire Systems only.

If completed Warranty Card is not received by Plymovent within 30 business days of material receipt, Plymovent's 3 Year Warranty on Standard Product will apply.

For Warranty Card, please contact Plymovent's Customer Service and/or Sales or go online to [www.plymovent.com](http://www.plymovent.com) under "contact us".

## EQUIPMENT LIMITED WARRANTY

**Hastings Air-Energy Control, Inc.** shall warranty all materials and equipment for a period of (Five 5-Years Part and Labor) from final acceptance and start-up. Defects shall be made good at the dealer's expense with no cost or obligation to the owner. **Hastings Air-Energy Control, Inc.**, shall not be responsible for system misuse, abuse, improper or insufficient maintenance, natural disasters, components not operated properly under normal industry use, components that have been repaired, altered or modified. If any failure should occur, **Hastings Air-Energy Control, Inc.** shall repair or replace (with new or remanufactured parts), at their option, the product without cost. All repairs shall be completed at the original installation site of the product however **Hastings Air-Energy Control, Inc.** reserves the right, at his cost, to remove and return the product to the plant where the product can be inspected, repaired or replaced and then returned and reinstalled. Dealer shall be responsible for all labor costs and transportation costs, including, freight and insurance, in connection with completing a warranty work call.

No warranty is made regarding the suitability or compatibility of any **Hastings Air-Energy Control, Inc** product for a particular application or purpose. The customer and dealer are responsible for the final selection and or proper application as it applies to the intended use.

The enforceability of this warranty is limited to the original purchaser and is not transferable to, or enforceable by, any subsequent owner.

There are no other express warranties covering the system other than those set forth in this warranty. All implied warranties are limited to the (Five 5-Years Parts and Labor) period of this warranty and no warranties expressed or implied extend beyond this (Five 5-Years Parts and Labor) period.

**Hastings Air-Energy Control, Inc** will in no event be liable for any consequential, incidental, indirect or special damages (including but not limited to, lost profits, individual traveling costs, labor or other charges for adjustment) arising out of or in connection with the use, misuse, or function of the system.



**HASTINGS**  
air energy control inc

5555 South Westridge Drive  
New Berlin WI 53151 7900

p 800.236.8450  
f 800 260.9199

Illinois Office  
m 847.362.9660  
f 847 362.9661

Michigan Office  
m 248 888.9911  
f 248 478.9911

Minnesota Office  
m 952.882.8450  
800 260.9199

# MANAGEMENT SYSTEM CERTIFICATE

Certificate No  
39388-2008-AQ-USA-ANAB

This is to certify that the management system of

## **Plymovent Corporation**

5 Corporate Drive, Cranbury, NJ, 08512, USA

has been found to conform to the Quality Management System standard:

**ISO 9001:2015**

This certificate is valid for the following scope:

**The Assembly, Distribution and Sales of Engineered Exhaust Extraction Air Filtration Systems.**

Place and date  
Katy, TX, 26 September 2018



For the issuing office.  
DNV GL – Business Assurance  
1400 Ravello Drive, Katy, TX, 77449-5164,  
USA

John Stefan  
Management Representative





**NITW.E212640**  
**Industrial Control Panels**

[Page Bottom](#)

**Industrial Control Panels**

[See General Information for Industrial Control Panels](#)

**PLYMOVENT CORP**  
115 MELRICH RD  
CRANBURY, NJ 08512 USA

E212640

Industrial control panels

Last Updated on 2001-04-19

[Questions?](#)

[Notice of Disclaimer](#)

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## Certificate of Compliance with ARRA Buy American Provisions and the Buy American Act

Date ... 2020

Regarding: American Recovery Act. Compliance per Section 1605 of ARRA-09 Buy American Act (41U.S.C. 10a-10d)

Products: Source Capture Exhaust Extraction and Air Filtration Products

### To whom it may concern:

Plymovent Corp., 5 Corporate Drive, Cranbury, NJ 08512, United States hereby certifies that the components or products we design, manufacture and/or assemble and deliver comply with section 1605 of ARRA-09 requirements with regards to determining whether substantial transformation has occurred in the U.S.A. (please refer to grid below for verification). Additionally, the majority of our products comply with the Buy American Act (41 U.S.C. 10a-10d) with respect to the exemptions for materials from countries that participate in the World Trade Organization Agreement and/or unreasonable priced domestic equivalents.

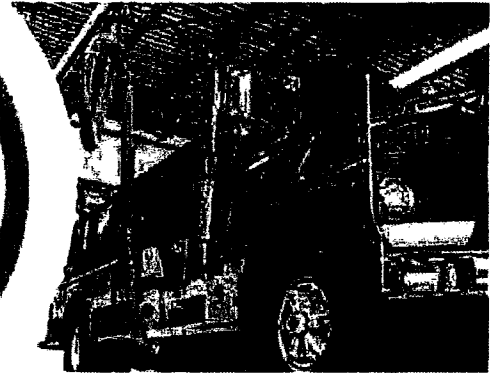
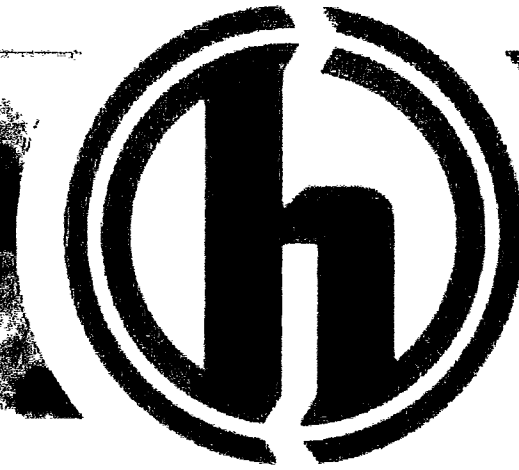
ARRA-09 Questions for determining whether substantial transformation has occurred in the U.S.A.

Question	Yes	No
1. Were all of the components of the manufactured goods manufactured in the United States, and were all of the components assembled into the final product in the U.S.?		X
2. Was there a change in character or use of the good or the components in America?	X	
2a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?	X	
2b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?	X	
2c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?	X	
3. Was/(were) the process(es) performed in the U.S. (including but not limited to assembly) complex and meaningful?	X	
3a. Did the process(es) take a substantial amount of time?	X	
3b. Was/(were) the process(es) costly?	X	
3c. Did the process(es) require particular high level skills?	X	
3d. Did the process(es) require a number of different operations?	X	
3e. Was substantial value added in the process(es)?	X	

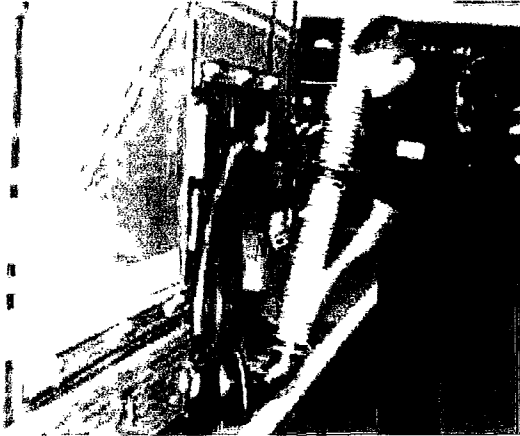
Plymovent Corp. is an ISO 9001:2015 certified company and a UL listed panel shop (E212640) complying with standards in accordance to UL 508A and CAN/CSA-C22.2 NO. 14. With production, engineering, sales, marketing, administration and management personnel, final production and assembly of the products occur in Cranbury, New Jersey. Final installation of product to create a vehicle exhaust removal system using US manufactured ductwork and hardware is completed by Plymovent authorized dealers across America.



HASTINGS



# Features & Benefits Plymovent Users

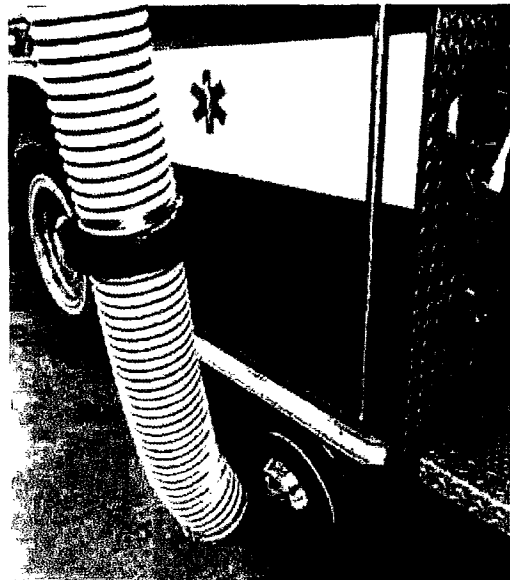


#### **Feature. Standing Tailpipe Attachment**

PlymoVent's "Click and Seal" Magnet Grabber Nozzle allows the operator to attach the exhaust extraction hose to the vehicle's tailpipe in a standing position.

#### **Benefit:**

- Protects operator's breathing zone from coming in contact with harmful exhaust emissions.
- Easy 1 point attachment to the exhaust tailpipe. There is no need for secondary attachments on vehicle.
- Standing attachment eliminates the need to bend over which may put operator in an awkward or unsafe position when attaching the nozzle.

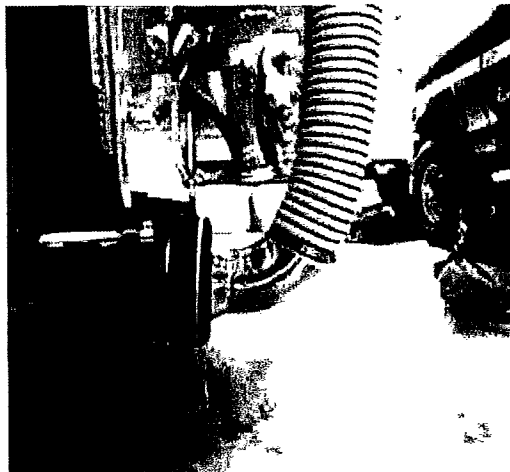


#### **Feature: Compact Hose Design**

PlymoVent's user friendly compact hose design allows the operator easy handling of the exhaust hose system.

#### **Benefit:**

- Compact 4" or 5" diameter hose is easy to grab and is similar in diameter and feel to the standard hoses used in the fire service.
- High temp heat resistant construction allows for continuous engine operation at idle engine speed or pump checks for periods up to 15 minutes in duration
- High visibility yellow and black color assures clear visibility under all light conditions. This is important during night time calls when night blindness can occur.

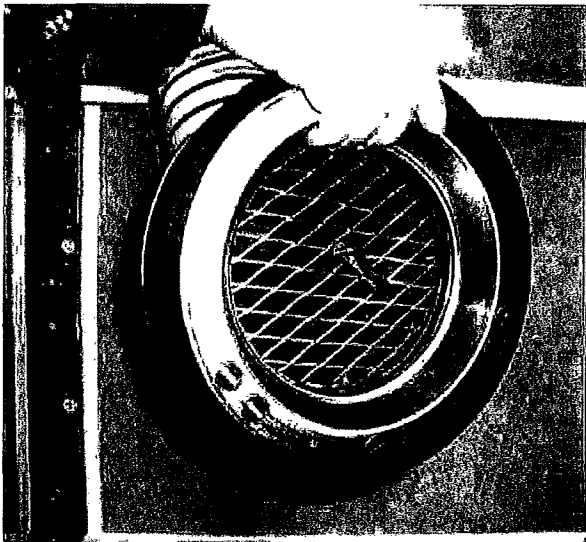


#### **Feature: Magnetic Grabber Nozzle**

PlymoVent's state of the art "Click and Seal" Magnet Grabber Nozzle technology captures the total emission; both gases and particulates.

#### **Benefit:**

- Simple to attach
- Cools hose without check valves.
- No pins or pucks to align

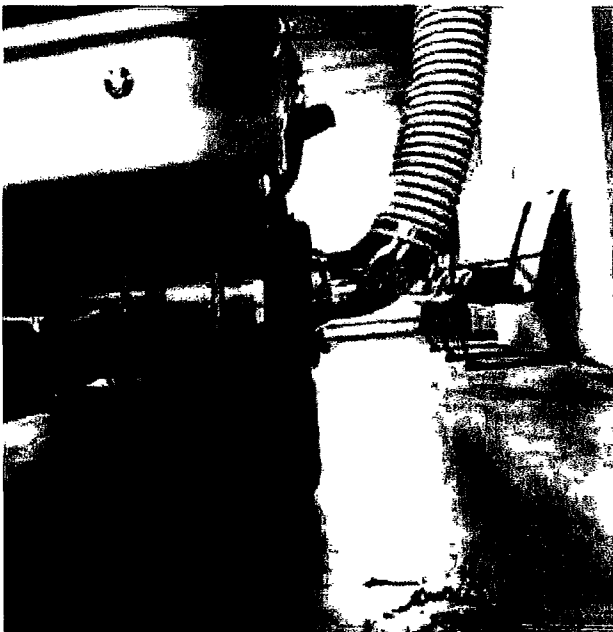


#### **Feature: Nozzle Debris Screen**

PlymoVent incorporates a safety debris screen which guards against foreign objects being drawn in to the exhaust system which would interfere with the systems performance.

#### **Benefit:**

- Protects the exhaust fan impeller from damage due to foreign debris
- Eliminates clothing, leaves, or other foreign objects from plugging the exhaust hose which would affect the systems performance
- Allows visible access and inspection for removal of foreign objects

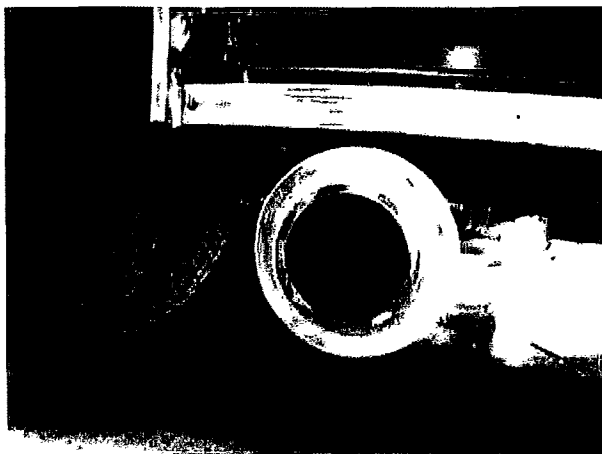


#### **Feature: Tailpipe Adapter and Retrofit**

We can easily retrofit any make or model of Fire or EMS vehicle to interface with PlymoVent.

#### **Benefit:**

- The tailpipe adapter eliminates the possibility of operator placing the grabber nozzle too far on to the tail pipe.
- Assures virtual 100% seal to eliminate the possibility of exhaust emissions escaping.
- Most new apparatus all ready come equipped to accept the PlymoVent system.



#### **Continue: Tailpipe Adapter**

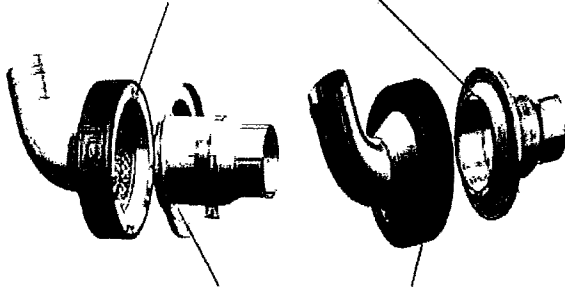
#### **Benefit:**

- Ambient Air Intake louvers.
- Conical design for easy attachment and release.
- One step Click and Seal
- No pins to align.
- Adapters available for tailpipe diameters.
- Adapters not welded to exhaust pipe allows for easy transfer to new vehicles.

## Magnetic Grabber® : Patent Pending Design

Integrated & strategically positioned Magnets for easy connection and release

Conical design for soft release



Ambient air intake protects system and surroundings from hi-temp exhaust gasses

Rubber cover to avoid damage to vehicle and surroundings

### Feature: Controlled grabber release

#### Benefits:

- Controlled release of the grabber nozzle guarantees that the exhaust system will separate from your vehicle in a controlled and safe manner.
- Click & Seal design assures that toxic exhaust emissions are captured even during high acceleration exits or vehicle pump checks. Only when you reach the threshold of your door will the PlymoVent system release smoothly and safely from your vehicles tailpipe.

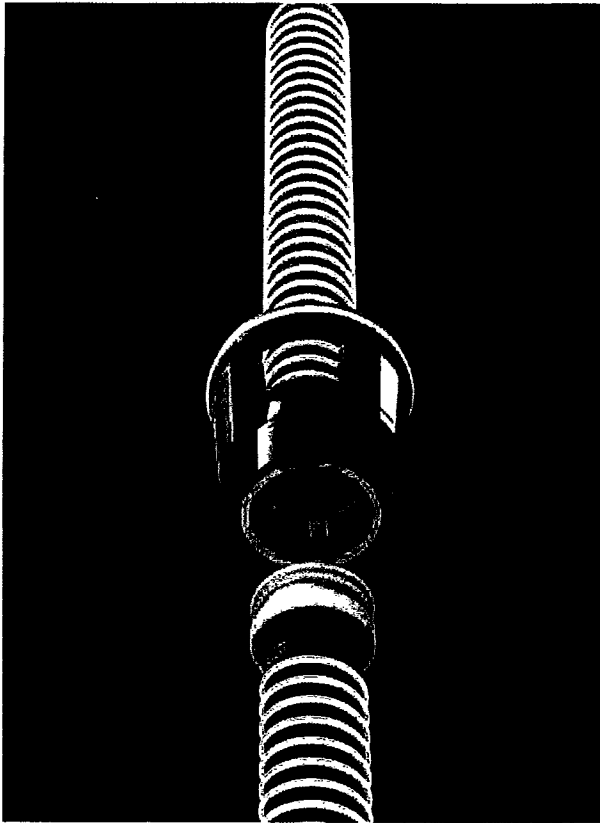


### Feature: Straight Rail System

PlymoVent's sliding balancer track was first developed over two decades ago and is still the standard for durability and performance.

#### Benefits:

- Compact design allows easy access to vehicles storage compartments even with the exhaust system connected to the vehicle.
- Balancer travels with the vehicle to the exit door which maintains the control of the exhaust hose and nozzle when releasing from vehicle at controlled exit speeds.
- The vertical hose design of the straight rail system allows the grabber nozzle to be attached to exhaust tailpipes on vehicles that have tight clearance to the rear wheels or vehicles undercarriage.
- The straight rail is made from aircraft grade aluminum alloy for long life and durability. Our first system installed in 1987 has proven the durability of our product.



**Feature: Safety Disconnect Handle**

PlymoVent 's safety disconnect coupling eliminates any possibility of damage to the system.

**Benefits:**

- The safety disconnect coupling allows for the lower hose which consists of the grabber nozzle, the reducing elbow and rigid lower 2ft hose section to separate from the upper hose of the PlymoVent exhaust system thus protecting your investment.
- The adjustable safety disconnect allows for easy field adjustment which can be set for a release force of 80 – 180 lb.
- Simple reattachment which requires no tools or replacement parts for the operator to put the system back into service and it only takes minutes.
- In the event of malfunction, the lower hose and grabber will drop off your vehicle tailpipe at the exit door or station apron safely.



**Feature: Clean & Neat Appearance**

The design of all PlymoVent systems is to compliment your station.

**Benefits:**

- The overhead design of our system provides essential clearance required by *all Fire Depts. when personnel are responding to an emergency call.*
- Our system has been tested by third party organizations such as Under Writers Laboratories (UL) and International Standards Organization (ISO 9001) and many others for safety and reliability.

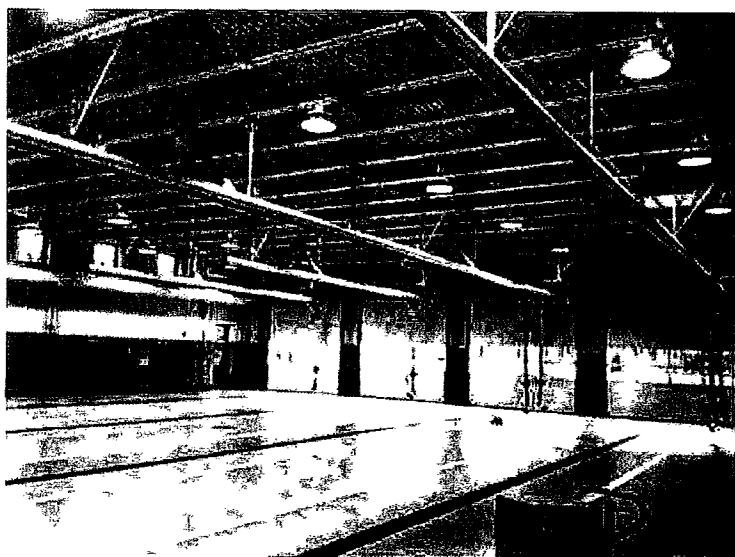


#### **Features: Internal Trolley & Balancer**

PlymoVent's internal trolley provides smooth transport of the exhaust extraction hose, the full length of your apparatus bay.

#### **Benefits:**

- Durable all aluminum housing incorporates sealed ball bearing transport wheels for continuous operation.
- Balancer stop plate, with redundant safety stops allows smooth release.
- Minimum moving parts require no maintenance.
- Redundant steel cable design.

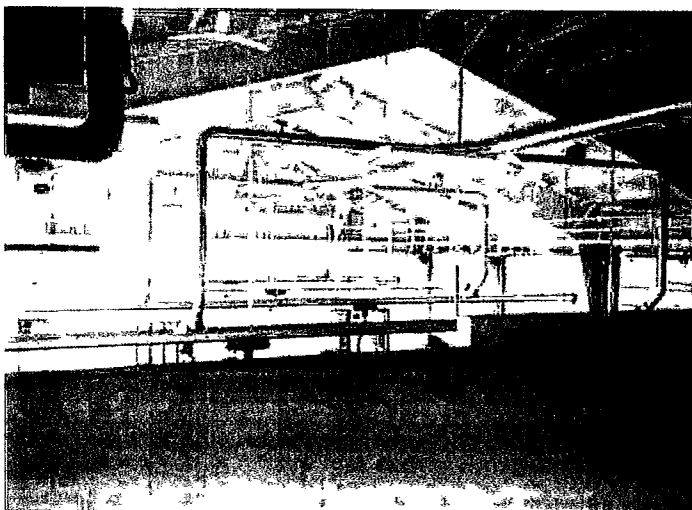


#### **Feature: Modular STRA Rail Design**

PlymoVent's modular rail is designed to accommodate any length of apparatus bay regardless of the number of vehicles

#### **Benefits:**

- Modular rail design allows for future expansion of system to provide for more vehicles or longer apparatus bays with little additional costs.
- Durable aircraft aluminum alloy prevents distortion of rail when used in high volume stations.



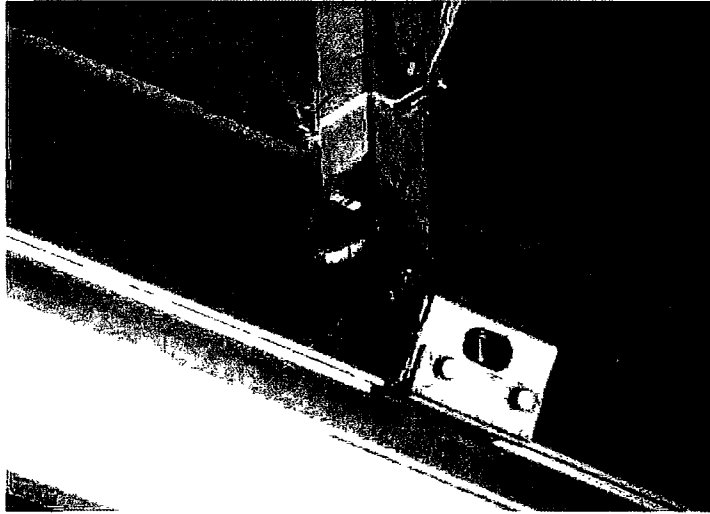
#### **Feature: Mounting Supports**

PlymoVent's mounting supports are manufactured by PlymoVent to meet or exceed Underwriter Laboratories Standards and National Building Codes.

#### **Benefits:**

- Mounting support assures a stable hanging support for the system which has been tested under seismic load to out perform threaded rod or angle steel mounting systems
- Mounting supports give you a clean professional look to your final installation.





**Feature: Adjustable Support Clamp**

PlymoVent's adjustable support clamp guarantees that your system can be easily secured to your building's super structure and easily relocated if required.

**Benefits:**

- Reduced installation time
- Savings on labor cost during initial installation or relocation.
- Preset angled adjustment allows for easy installations on sloped ceilings.
- No hazardous in-station welding required.



**Feature: Airtight Duct System**

PlymoVent's Airtight Duct System is far superior in performance and appearance to all others. It assures that toxic products of combustion will not escape your duct system even when the exhaust fan is not energized

**Benefits:**

- Eliminates the possibility of lethal fumes leaking into the station which would affect station personnel.

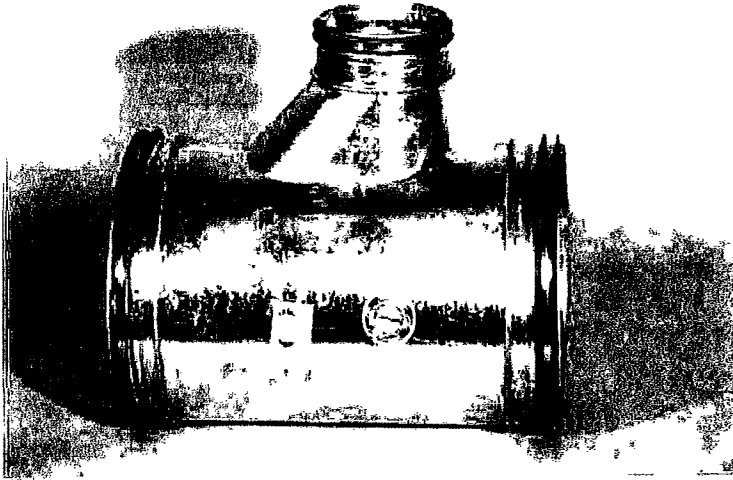


**Feature: Welded Fittings**

PlymoVent's airtight duct system incorporates only all welded ductwork fittings.

**Benefits:**

- Welded fittings are not subject to heat stress which is commonly the case with snap together adjustable elbows and branches.
- Dual mechanical seals are installed at all slip joints to guarantee leak free operation

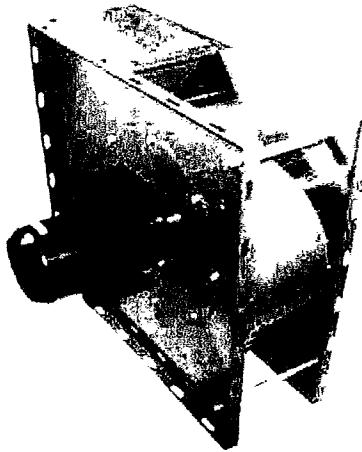


#### **Features: Safety Seal Duct Joints**

PlymoVent's safety seal duct system integrates dual mechanical rubber seals which eliminate the possibility of exhaust gas leakage between duct fittings and spiral ductwork.

#### **Benefits:**

- Internal safety seal eliminates leakage and the use of silicon or unsightly duct tape or mastics.
- Duct system meets SMACNA Class II Standard and is manufactured under the Union Label for quality.

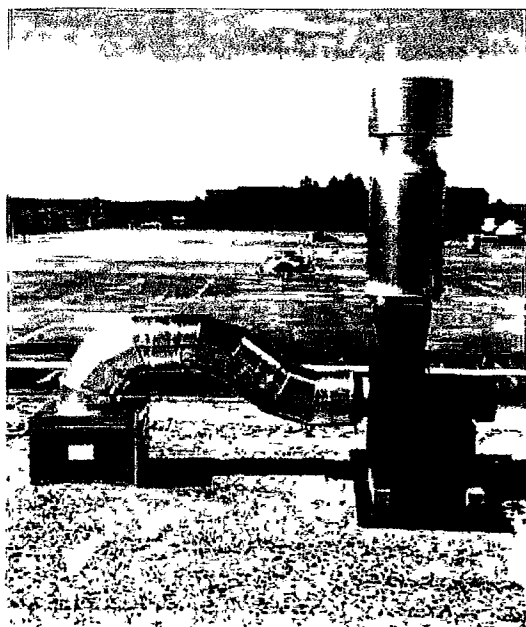


#### **Feature: Spark Resistant Blower**

PlymoVent's spark resistant blower is specifically designed to transport the explosive products of combustion generated by your vehicles.

#### **Benefits:**

- Almag construction eliminates the chance of sparking and meets AMCA Class A construction.
- Stainless steel base and hardware resist corrosion even in salt air environments.
- Sealed motor bearings require little or no service for the life of the motor.
- Exhaust fan ISO 9001 certified.
- Direct drive so belts to be replaced.
- Harmonically balanced impeller to reduce vibration.
- Less kW versus air volume which equates to less power consumption.



### **Silencer and Back-Draft Rain Caps**

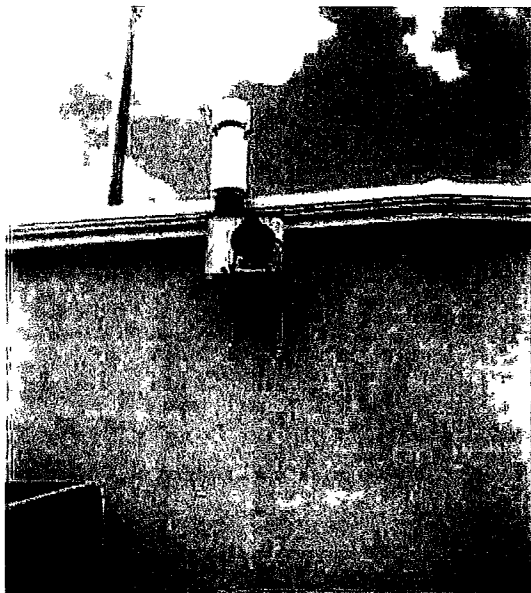
- Each blower to have a silencer to reduce noise to 64dba
- Each blower to have a back-draft rain cap to keep the elements out the system along with prevent prevailing winds form entering the system

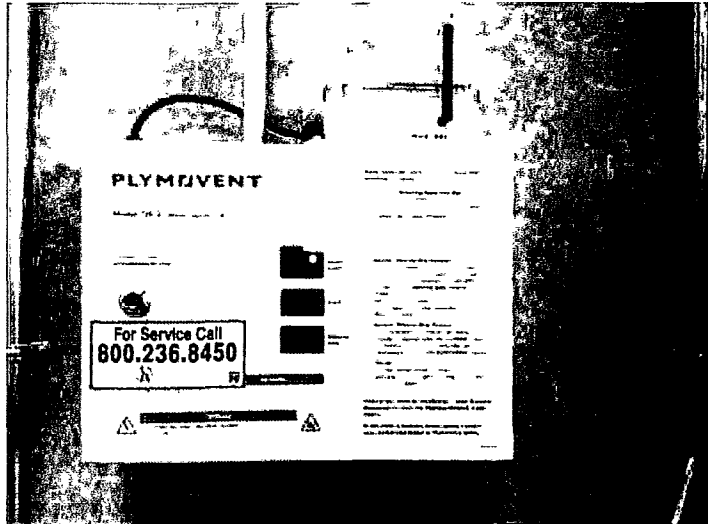
### **Roof Mounted Blowers:**

- Blowers mounted on a treated lumber fan base and isolated from roof membrane with rubber walkway pads.

### **Wall Mounted Blowers:**

- Blowers secured on wall mount brackets made of galvanized steel supports.





**Feature: UL Listed OS-3 Controller**

PlymoVent is the only recognized UL –Certified manufacturer of vehicle exhaust removal systems which build their own electrical control systems.

**Benefits:**

- Meets National Electrical Code (NEC) for Federal, State and Municipal codes.
- Manufactured under UL standard 508.
- Waterproof NEMAS 12 soft touch control panel face protects against water infiltration.
- Allen Bradley motor starters and overloads.
- Multi-tap electrical transformer allows power input from 110 – 600 VAC.
- Built-in intergraded timer fully adjustable by owner from 30sec. to 5min.
- Manual operation mode for pump checks of vehicles.
- Filter status indicator to monitor filter life and efficiency.
- UL certified enclosure and operation.



**Feature: Manufacturer Start-Up**

**HASTINGS** utilizes a team of certified National installers who are supervised by PlymoVent training officers who will provide final start-up of your system.

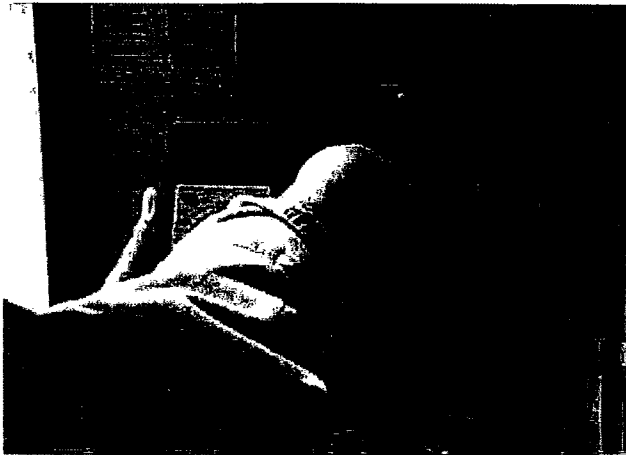
**Benefits:**

- Two-tier start-up team assures quality of installation and performance of system. Your final installation is reviewed by a **PlymoVent** training officer who will start up and sign off on your project
- On-site training provides firefighters with a comprehensive understanding of the system's operation.



air energy control, inc

- ☒ Established 1932
- ☒ Over 40 Employees
- ☒ (4) Service Centers  
Milwaukee, Detroit, Chicago,  
Minneapolis
- ☒ Service Technicians On Staff
- ☒ Preventive Maintenance Programs  
Available
- ☒ Over 3200 Installations By Hastings
- ☒ Largest PlymoVent Dealer In The  
Country

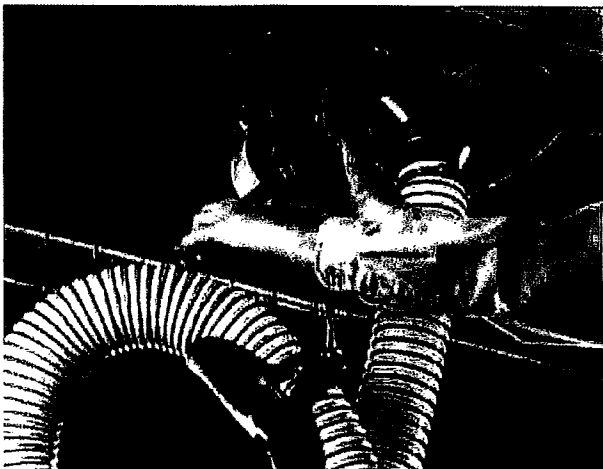


**Feature: PlymoVent Online**

PlymoVent has developed for use only in the Fire Service a 24-7 internet online service which provides Dept personnel with access to Email Communications, Frequently Asked Questions, Recipes and Fire Service Chat Room.

**Benefits:**

- Allows firefighters to communicate with PlymoVent and provides a rapid response system to answer questions related to the system and its performance.



**Features: Tune-Up Service**

HASTINGS provides a turnkey installation which is covered by a FIVE-YEAR parts and labor warranty. After the five years, all that may be required to keep your system in peak performance is a low cost, once a year tune-up service

**Benefits:**

- Allows your Department members to be updated and trained on upgrades available to your Dept at no cost.
- Allows your Dept to budget for unforeseen expenses that may occur as well as provide preventive maintenance to your



HASTINGS  
of the GARD



# Making Your Decision

"It's The Connection"

## REASONS FOR SELECTING THE *PlymoVent* DIESEL EXHAUST CAPTURE SYSTEM

When a City, State or Governmental agency embarks on an evaluation process to choose a product or service, there are many levels of the evaluation, and rarely do they begin and end with price.

1. **EXPERIENCE:** PlymoVent and Hastings Air Energy Control Inc. are the largest and most experienced companies in the Industry providing Emergency Vehicle Exhaust Capture Systems in Wisconsin, Illinois, Michigan, and Indiana. Our systems are third party tested and have been manufactured since 1988. The PlymoVent system is not a prototype or a new concept. All of the competitors combined do *NOT* equal 25% of the PlymoVent systems in operation nation wide. *No other company offers this.*
2. **REFERENCES:** With over 1056 fire stations in Wisconsin, Illinois, Michigan, and Indiana currently using the PlymoVent Diesel Exhaust Capture System, no other company comes close to our experience and system satisfaction. *No other company offers this.*
3. **MUTUAL AID:** When responding to major fires or participating in homeland security situations, it is important that your Diesel Exhaust Capture System be compatible with other departments or agencies that may be called up into your stations. This will also apply to your vehicles that may be parking in other agencies stations. Many fire stations in your area already have PlymoVent systems installed. This allows the compatibility between your Departments or other agencies. Standardization between departments would eliminate the risk of carcinogenic exhaust fumes putting your personnel at risk. *No other company offers this.*
4. **LOCAL DISTRIBUTION:** Hastings Air Energy Control Inc. stocks over \$100,000 in both equipment and parts at our main facility in New Berlin, Wisconsin. We also employ five trained and certified service technicians who are experienced in installation and service tune-ups of the PlymoVent systems. This assures a uniform installation and consistent, timely, quality service. *No other company offers this.*
5. **UL LISTED MANUFACTURER:** PlymoVent is the only manufacturer in the Industry that is a UL listed and certified manufacturer. Their facilities and products are inspected once every 30 days by a UL inspector that comes to the facility to review their procedures. Many cities require the purchase of a UL listed product over a generic one since the UL listing reduces the liability exposure to the Municipality and its associated agencies. Both risk management and building code officials recognize the importance of a UL listed product over other products that have not been third party tested. *No other company offers this.*
6. **UL LISTED ELECTRONIC CONTROL PANEL:** PlymoVent is the only manufacturer in this industry that manufactures its own electrical control operating system in its own **UL LISTED AND CERTIFIED** facility in Edison, New Jersey. This means that quality control is completely in house and production lead times are shorter as the result of no outsourcing, which can result in incompatibility. *No other company offers this.*

7. **ISO-9001 CERTIFIED MANUFACTURER:** PlymoVent is one of only two manufacturers in the industry to have the ISO-9001 certification. Most cities are rated under ISO standards. This certification is used to set insurance liability ratings for your city and its residents. Whether your Department has a Class I – Class VI rating, the purchase of a system that meets ISO-9001 quality standards helps your Department achieve a more favorable ISO rating. Why would any city want to compromise and do business with any manufacturer that does not hold to the same quality and safety standards that your city must uphold? Insist that any supplier provide their ISO-9001 certificate with their bid.
8. **CUSTOMER CALL SYSTEM:** PlymoVent and Hastings Air Energy Control, Inc offer, at no cost to the user, a web based or intranet-based customer call software system. This electronic accountability system allows that in the event of a service request, the station or agency can do the request on line using the “PlymoVent Online” customer call system, or via you own department intranet system. When we receive the request, we respond with the time of arrival of our service technician, and after the service is performed, we respond once again to let the agency know the work has been completed and what was done. With over 1056 fire stations in operation, we want to be responsive and accountable...and we are. *No other company offers this.*
9. **PIONEER CLUB:** PlymoVent is the only company in the industry to offer this “Pioneer Club Program for Future Upgrades”. This program entitles eligible departments to receive a charitable contribution consisting of PlymoVent equipment and parts in the event your system is out of date and worthy of upgrade. The equipment would be installed at an existing fire station, which at that time would be using an earlier generation of a PlymoVent system. The upgrade would be given free of charge and be treated as a charitable donation. *No other company offers this.*
10. **FIVE-YEAR WARRANTY:** PlymoVent offers a FULL five-year warranty on all systems provided by PlymoVent and installed by certified installation contractors. *No other company offers this.*
11. **Virtually 100% CAPTURE VERIFIED BY THIRD PARTY TESTING:** PlymoVent is the only company in the Industry that has third party testing verification and can say that its system captures virtually 100% of the vehicle exhaust emissions, both particulates and gases, at idle and high RPM. Other manufacturers do make these claims, but none of them can substantiate their performance through independent third party verification. This exposes your Department to unnecessary liability and will not allow you to comply with Federal, State and Local codes such as NFPA 1500-2000-A.9.1.6 which calls for “no less than 100% effective capture” or proposed standards by the American Association of Industrial Hygienist which are calling for an intended change to 0.02 mg/m<sup>3</sup>. *No other company offers this.*

**PlymoVent and Hastings Air Energy Control, Inc** are full service companies providing not only the product, but also a long list of additional benefits that enhance the overall value of the PlymoVent system. Features, advantages, and benefits are all ingredients in the evaluation of any product or service.

The PlymoVent Diesel Exhaust Capture System offers more of these features, advantages and benefits than any other company in the Industry. There is a reason why major Metro Departments such as the City of Milwaukee, City of Indianapolis and City of Chicago chose to invest millions of dollars to install the PlymoVent system over all the other competitors, and it was *not* because the PlymoVent system was the lowest price. In fact PlymoVent was not the lowest price, but chosen because of system reliability over a long period of evaluation, as well as all of the reasons listed above.



<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  05/07/24</p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>A resolution imposing conditions and restrictions for the approval of a Temporary Use for the Franklin Field 2024 baseball season for property located at 7035 S. Ballpark Drive</b>  <b>(ROC Ventures, LLC, applicant)</b></p>	<p align="center"><b>ITEM NUMBER</b>  G. 2  Ald. Dist. #6</p>

Temporary Use permits require staff or Plan Commission approval per Unified Development Ordinance (UDO) Section 15-3.0804 "Detailed Standards for Temporary Uses", however, an event which makes a sound at a level between 70 dBA and 79 dBA require approval by the Common Council per Municipal Code §183-41.

City Development staff is referring such application to the Plan Commission and the Common Council this year due to noise complaints. Pursuant to the UDO section above, the zoning administrator may refer any application for a Temporary Use to the Plan Commission for review and approval.

City Development staff identifies two options for consideration of the Common Council with regards to the maximum allowable sound level for this temporary use:

- Plan Commission approval conditioned upon an allowable sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C).
- Common Council approval of a sound level between 70 dBA and 79 dBA in accordance with Municipal Code §183-41A.(2).

Staff report, resolution and appendices attached.

**COUNCIL ACTION REQUESTED**

A motion to allow for a sound level of \_\_\_\_\_ (70-79) dBA LAeq as measured at the property boundary for the Franklin Field temporary use permit per Municipal Code §183-41.



REPORT TO THE PLAN COMMISSION

Meeting of May 9, 2024

TEMPORARY USE

**RECOMMENDATION:** City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and in this report

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<b>Project name:</b>	<b>Franklin Field, 2024 season</b>
<b>Property Owner:</b>	BPC County Land LLC
<b>Applicant:</b>	Christ David Conley. ROC Ventures, LLC
<b>Property Address/TKN:</b>	7035 S. Ballpark Drive / 744 1003 000
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	PDD No. 37 (The Rock Sports Complex)
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
<b>Submittal date:</b>	03-29-2024
<b>Application number:</b>	PPZ24-0057

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Please note:

- Staff recommendations are *underlined and in italics*, and included in the attached resolution as conditions of approval.

The temporary uses and structures associated with the Franklin Field Stadium for this baseball season are as follows:

- Food and beverage sales (A.1), 1 location.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food trucks (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop.

According to the Stadium Site Plan Resolution No. 2018-016, “the applicant shall annually, at least 90 days prior to the start of each baseball season at the Ballpark Commons stadium, submit all plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses, and activities planned to occur at the stadium for City staff review and approval”.

The applicant submitted this application on March 29, 2024, and the first UWM Panthers game was scheduled for March 28. In accordance with the provision of the Site Plan Resolution cited above, *City Development staff recommends that the applicant must submit the next temporary use permit application at least 90 days prior to the start of any baseball season, including the UWM Panthers season*

The concerts, fireworks and food & beverage events are subject to separate extraordinary event permits through the Clerk’s Office.

## Noise

City Development staff is referring such application to the Plan Commission this year due to noise complaints. Pursuant to the Unified Development Ordinance (UDO) Section 15-3.0804 "Detailed Standards for Temporary Uses", the zoning administrator may refer any application for a Temporary Use to the Plan Commission for review and approval if "there is a question as to whether the proposed temporary use may adversely affect adjoining property due to the nature of, size or area of, noise, debris, lighting, or the like or other resultant from the proposed temporary use".

City Development staff received numerous noise complaints related to the Rock Sports Complex, staff evaluated these complaints with data from the three sound meters<sup>1</sup> and the standard of 79 dBA at the property line<sup>2</sup>. No exceedance of the 79 dBA sound level has been identified by staff during the evaluation of noise complaints in the last three years (2021-2023), this evaluation is only for sounds caused by baseball games conducted in the stadium (not including other events such as Hill Has Eyes, fireworks and concerts, or background sounds such as wildlife, traffic and aircrafts).

It's worth noting that condition of approval No. 2 of the Planned Development District (PDD) states that: "The applicants have also agreed to comply with the City of Franklin's noise ordinances as they relate to the standard of 79 dBA at the property boundary" [emphasis added]. This 79 dBA level is in the Municipal Code:

### Section §183-41A.(1) *Noise Regulated:*

"No person shall operate, permit the operation or allow his or her property to be used for such operation of anything which makes or causes a sound at a level between 70 dBA and 79 dBA as measured at the real property boundary of the noise source or beyond 50 feet from the noise source when operated in a public space without a permit, except as otherwise provided in § 183-40F, H and I and Subsection B of this section" [emphasis added].

### Section §183-41A.(2),

"Such permits shall be issued by the City Council annually upon payment of a fee of \$75 and application stating the name of the applicant, the address where the sound will be made, anticipated dates and times of operation and what technologically reasonable steps to minimize the noise have been taken. Permits may be conditioned upon the applicant taking technologically reasonable steps to minimize the noise. such permits shall be issued by the City Council".

Therefore, staff identifies two options with regards to the maximum allowable sound level for this temporary use:

- Plan Commission approval conditioned upon an allowable sound level of 55 dBA LAeq<sup>3</sup> as measured at the property boundary.

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<sup>1</sup> There are three sound meters in the Rock Sports Complex: west, north and east. See appendix Noise and Light Addendum for map indicating location of such meters.

<sup>2</sup> See appendix "Sound monitoring and complaint procedure for BPC and the Rock" memorandum dated June 24, 2019

<sup>3</sup> The underlying zoning district for the Rock Sports Complex is Park District P-1 per Ordinance 2019-2368, Section 15-3 0442AA. The maximum permitted sound level in the P-1 district is 55 dBA per UDO Table 15-3.1107(C)

- Sound levels between 70 dBA and 79 dBA require approval by the Common Council in accordance with Municipal Code §183-41A.(2).

*City Development staff doesn't recommend to set a maximum sound level for one candy drop event scheduled for August 25*, based on the Rocks Sports Complex Sound Study (page 65): “Sound levels from fireworks and helicopter events are likely to exceed any reasonable community sound limit. Many communities, including Greendale, exempt some types of special events from their noise ordinance. The City of Franklin currently overlooks fireworks from its noise requirements. We recommend that if the City of Franklin would like to except fireworks from the requirements, that this be explicitly stated in the Development Agreement and that they limit the number of these louder events with the understanding that the noise limits will be exceeded. In an effort to reduce community annoyance during these special events, it is recommended that the City of Franklin commit to a maximum number of allowable special events per year (for example, six). Time limits, such as ending any special events by 10 PM, would reduce the chances of sleep disturbance in the community. It is also highly recommended that the ROC be required to notify residents of the surrounding community of the dates and times in which these events will take place. The notification should happen well in advance of the events, to allow residents to make accommodations in scheduling sound sensitive types of activities at their homes”.

For the preparation of this report. City Development staff evaluated sound data associated with noise complaints from 2021 to 2023, and has the following observations:

- No trigger events (over 65 dBA) found in 2022 and 2023 related to baseball games in the stadium. Note that the west meter was not in operation for most of this period (approx. from May 2022 to November 2023).
- Trigger events related to baseball games in the stadium were recorded in 2021. For example, on August 27, a notice of violation was issued for exceeding a sound level 65 dBA LAeq for at least 30 minutes per Noise and Light Addendum.
- See appendix for a selection of typical recordings.

The city has the right to enforce the Noise and Light Addendum mentioned above, which defines a violation as “a complaint filed with the operator or the City of Franklin and is evidenced in the monitoring data logs by an exceedance (“Trigger Event”) that is not permitted and is not corrected and remediated within 30 minutes of the Trigger Event”. City Development staff stopped enforcing this addendum on May 23, 2022 (see appendix), for practical purposes because it requires evaluation of trigger events for a 30-minute period rather than a single trigger event. Another limitation of this addendum is that it doesn't set sound level (Rock Sports Complex Sound Study, page 8).

#### Noise monitoring report

Among the conditions of approval for the Rocks Sports Complex Planned Development District, there is a requirement for the applicant to provide a noise monitoring report to the Plan Commission, such requirement is still outstanding as of writing of this report.

“2. In regard to any new or revised concerts, live music venues, or outdoor events utilizing speakers, including but not limited to the proposed baseball stadium, the applicants have agreed to implement the sound enhancements as set forth in the BPC County Lands LLC agreement with Milwaukee County set forth in Exhibit C/ Addendum of that agreement. The applicants have also agreed to comply with the City of Franklin's noise ordinances as they relate to the standard of 79 dBA at the property boundary. The applicants shall also provide a report to the Plan Commission after one year from the date of Occupancy Permit of the new stadium to review the results of the noise monitoring”.

Ordinance No. 2019-2368, Condition of approval No. 2 [emphasis added]

In the absence of the noise monitoring report noted above, City Development staff recommends that the applicant must submit a noise monitoring report as required by condition of approval No. 2 of Ordinance No 2019-2368, no later than 90 days after the start of the 2024 Milwaukee Milkmen baseball season

#### Rock Sports Complex Sound Study

The “Rock Sports Complex Sound Study” was commission by Milwaukee County, this study is available on the city’s website<sup>4</sup>. An independent noise monitoring report as noted above is also among the recommendations of this sound study:

“It is recommended that an evaluation be conducted of the staging, engineering, and all sound systems currently in place at the stadium. The evaluation should be conducted by a qualified acoustical consulting company, who is granted full access to the facility, and include a review of the location, orientation, type, and broadcast range of the existing sound system design and design recommendations with respect to sound thresholds, monitoring devices, engineering, and design”.

Rock Sports Complex Sound Study, May 22, 2023, page 64

It’s worth noting that City Development staff is considering the recommendations of the “Rock Sports Complex Sound Study” in the process of the UDO rewrite and updating the city’s noise regulations, see the April 9<sup>th</sup> Committee of the Whole meeting packet in appendix for more information.

### **CITY DEPARTMENT’S COMMENTS**

#### Health Department

“All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered “Temperature controlled for Safety” (milk, some juices, etc).

Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events

Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.” [this comment is listed in the recommended conditions of approval].

#### Engineering Department

“No comment”.

#### Inspection Services Department

“Inspection Services has no comments on the proposal at this time”.

#### Police Department

“The only concern the PD has is the noise. We would like to know the maximum allowable decibel level”.

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<sup>4</sup> <https://www.franklinwi.gov/Files/Agendas/2024/April2024/Committee-of-the-Whole-Meeting-Agenda-Packet-4-9-2024.pdf>

## STAFF RECOMMENDATION

City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and listed below:

1. This Temporary Use permit is hereby approved for uses and activities associated with the 2024 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
  - Food and beverage sales (A.1), 1 location.
  - Beverage sales (A.2), 5 locations for beverage carts.
  - Food trucks (A.3), 1 location.
  - Beverage tub (A.4), 2 locations for rolling coolers.
  - Graduation ceremony.
  - Candy drop (Sunday, August 25).
2. This 2024 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped March 29, 2024, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), with the exception of the Candy Drop event on August 25, 2024.

**or**

The uses and activities of this Temporary Use permit must comply with the maximum sound level of \_\_\_\_ (70-79) dBA LAeq per Municipal Code §183-41A.(2), with the exception of the Candy Drop event on August 25, 2024.

4. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk's Office. The applicant must obtain all necessary licenses from the Clerk's Office for alcoholic beverage sales and consumption.
5. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
6. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
7. Trash receptacles must be provided to properly dispose of any waste generated by this event.
8. Approval is based on adequate sanitary facilities being provided for the event.
9. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.

10. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.
11. This Temporary Use permit is not approving any tailgating activities.
12. Per the Noise and Light Addendum (attached, page 3), “continuous noise monitoring data shall be kept for twelve months” for the three sound monitors.
13. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered “Temperature controlled for Safety” (milk, some juices, etc).  
  
Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. The applicant must notify the Franklin Health Department prior to trucks operating at events  
  
Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.
14. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.
15. Pursuant to Municipal Code §169-2, the applicant shall pay all outstanding and unpaid personal property taxes, charges, assessments or forfeitures owed to the City, to the satisfaction of the City Finance Department before this temporary use permit is issued.
16. The applicant must submit the next temporary use permit application at least 90 days prior to the start of any baseball season, including the UWM Panthers season.

#### Appendix

1. Typical sound recordings selected by City Development staff (audio files available upon request).
2. Noise and Light Addendum.
3. Sound monitoring policy memorandum dated June 24, 2019.
4. Changes to sound monitoring and enforcement procedure memorandum dated May 23, 2022.
5. Committee of the Whole, April 9, 2024, meeting packet (pages 3-4).

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A TEMPORARY USE FOR THE FRANKLIN FIELD 2024  
BASEBALL SEASON FOR PROPERTY LOCATED AT 7035 S. BALLPARK DRIVE  
(ROC VENTURES, LLC, APPLICANT)**

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WHEREAS, ROC Ventures, LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for the Franklin Field 2024 Season (May 14, 2024 through August 25, 2024) in the Franklin Field Stadium, for Milwaukee Milkman baseball games, one location for food and beverage sales, five locations for beverage sales, one location for food trucks, two locations for beverage tubs, graduation ceremonies and candy drop event on August 25, 2024, upon property located at 7035 S. Ballpark Drive; and

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-3.0804 and §15-3.0442 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of ROC Ventures, LLC for the approval of a Temporary Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. This Temporary Use permit is hereby approved for uses and activities associated with the 2024 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
  - Food and beverage sales (A.1), 1 location.
  - Beverage sales (A.2), 5 locations for beverage carts.
  - Food trucks (A.3), 1 location.
  - Beverage tub (A.4), 2 locations for rolling coolers.
  - Graduation ceremony.
  - Candy drop (Sunday, August 25).
2. This 2024 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped March 29, 2024, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified



Development Ordinance Table 15-3.1107(C), with the exception of the Candy Drop event on August 25, 2024.

**or**

The uses and activities of this Temporary Use permit must comply with the maximum sound level of \_\_\_\_\_ (70-79) dBA LAeq per Municipal Code §183-41A.(2), with the exception of the Candy Drop event on August 25, 2024.

4. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk's Office. The applicant must obtain all necessary licenses from the Clerk's Office for alcoholic beverage sales and consumption.
5. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
6. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
7. Trash receptacles must be provided to properly dispose of any waste generated by this event.
8. Approval is based on adequate sanitary facilities being provided for the event.
9. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
10. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.
11. This Temporary Use permit is not approving any tailgating activities.
12. Per the Noise and Light Addendum (attached, page 3), "continuous noise monitoring data shall be kept for twelve months" for the three sound monitors.
13. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling

packaged beverage items not considered “Temperature controlled for Safety” (milk, some juices, etc).

Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. The applicant must notify the Franklin Health Department prior to trucks operating at events

Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.

14. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.

15. Pursuant to Municipal Code §169-2, the applicant shall pay all outstanding and unpaid personal property taxes, charges, assessments or forfeitures owed to the City, to the satisfaction of the City Finance Department before this temporary use permit is issued.

16. The applicant must submit the next temporary use permit application at least 90 days prior to the start of any baseball season, including the UWM Panthers season.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:











\_\_\_\_\_  
John R. Nelson, Chairman

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

## Typical sound recordings selected by City Development staff

Nature of sound	LAeq	LAmx	Date	Time	Meter	Recording
Baseball game	67.5	69.2	2021-08-27	21:18:01 W		 6D40AFB9 wav
Baseball game	66.7	68.7	2021-08-26	18:58:19 W		 87D32A14 wav
Wildlife, with baseball game	85.4	93.1	2021-05-26	20:15:08 W		 14DEA5D7 wav
Wildlife	86.4	93.4	2021-05-26	20:27:52 W		 71FABD13 wav
Concert	66.5	68.6	2022-07-30	22:07:06 N		 3D6BCEDE wav
Fireworks	81.8	104.8	2023-05-26	21:36:52 N		 7CE5534C wav
Hill Has Eyes (train horn)	69.1	72.7	2023-09-29	21:52:48 N		 8C44D389 wav
Measurement (every 4 hrs)	49.7	67.4	2023-06-22	20:00:00 N		 FEB323B0 wav
Car traffic (76th Street)	64.8	76.8	2024-04-12	22:42:08 E		 BD75D3FC wav
Aircraft	68.6	76.1	2023-06-10	09:06:15 N		 1BC3FA6E wav

**EXHIBIT C  
NOISE AND LIGHT ADDENDUM**

The Rock Sports Complex and Ballpark Commons project is a multi-use facility developed for a multi-use sports and entertainment complex (“Project”) encompassing the boundaries set forth in Exhibit C.1 (“Abatement Boundaries”). Residents in the communities of Franklin and Greendale have expressed concerns regarding noise and light levels at and beyond the Project Boundaries, originating from activities associated with the Project. This Noise and Light Addendum shall be incorporated into Project documents<sup>1</sup> and consists of three components:

- 1) 2017/2018 Noise and Light Mitigation Plan;
- 2) Noise and Light Standards and Development Plan;
- 3) Noise and Light Compliance Plan.

As specified further herein, BPC County Land, LLC, The Rock Sports Complex LLC, and/or any subsequent or related owner, user, operator, sub-lessee, etc. shall comply with the following:

1. 2017/2018 Noise and Light Mitigation Plan

Attached as Exhibit C.2<sup>2</sup> are:

- To mitigate unintended light trespass and glare visible from nearby residential areas.
  - This Mitigation Plan details current conditions and identifies 67 lights for new improved glare reduction and control over unintended light trespass (“Gold Standard Visors”) and 11 existing lights for retrofitting with Gold Standard Visors. These new visors and retrofits will be installed on or before the beginning of the Spring 2018 baseball season. All 223 existing fixtures will be adjusted as part of the retrofit effort.
  - New fixtures for lighting outdoor facilities shall meet or exceed the performance of the retrofit fixtures with respect to glare and unintended light trespass.
- To mitigate noise and measure compliance:
  - Past compliance has been measured through handheld monitoring devices. This Mitigation Plan details the installation of permanent monitoring devices at the Abatement Boundaries in the three approximate locations shown in Exhibit C.1. The monitoring devices will be installed at an elevation above ground level and will trigger a notification in the event of an exceedance and record continuous performance data. Since the monitors require permanent electrical connections, the installation needs to coincide with utility installations, commencing in Spring, 2018 and completed during the outdoor concert season in 2018 (no later than

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<sup>1</sup> The Project documents are 1) Development Agreement between BPC County Land, LLC and Milwaukee County

2) Lease Agreement between BPC County Land, LLC and The Rock Sports Complex, LLC and Milwaukee County, and 3) Development Agreement between BPC County Land, LLC and City of Franklin, 4) the Contribution and Participation Agreement between BPC County Land, LLC and Milwaukee County, and the 5) Option to Purchase

<sup>2</sup> Exact locations for noise and light remediation tools and fixtures are subject to reasonable adjustment

November 1, 2018) generally at the locations shown in the Mitigation Plan. As further mitigation, the operator will install a dedicated sound system to ensure that the sound at the Umbrella Bar is directional controlled to minimize the spillover effect beyond the property boundary.

## 2. Noise and Light Standards and Development Plan

To ensure compliance with objective standards, the Project shall be subject to the following noise and light standards as set forth in the Franklin Ordinances (“Noise and Light Standards”):

- Section 15-3.1104 Glare;
- Division 15-5.0400 Lighting;
- Section 183-41 Noise;
- With approval by the City of Franklin, such other applicable Noise or Light standards as may apply for a particular event or specified uses within the Project Boundaries.

The point of compliance for application of the Noise and Light Standards, and all activities conducted at the Project, shall be the Abatement Boundaries as set forth in Exhibit C.1.

All development within the Abatement Boundaries shall be subject to final plan approval by the City of Franklin following the specifications and process set forth in the Franklin Ordinances. A Lighting plan meeting the requirements of Section 15-5.0402 shall be submitted to the Plan Commission for the City of Franklin, with a copy provided to the Village of Greendale.

## 3. Noise and Light Compliance Plan

To ensure ongoing compliance, the Project operator(s) shall maintain a compliance log with the following information:

**Light Compliance.** The City of Franklin shall conduct a final inspection following the installation of any new permanent light emitting outdoor fixture extending or mounted more than 20 feet above ground. The City shall, within 15 days of its inspection, indicate whether any modifications are needed to comply with the plan. The operator and the City of Franklin shall jointly visually inspect light compliance in the Spring, prior to the start of each baseball season, at or across the roadway from the Abatement Boundaries, as designated on the attached Exhibit C.2 as “visual compliance inspection locations.”

**Noise Monitoring.**

Annually, the operator will provide the City of Franklin with a list of concerts and special events requiring a permit, including dates and times for operations during the event. A copy of the list of concerts and permitted events shall be provided to the Manager for the Village of Greendale. Events will also be posted at the Property and through electronic media to ensure neighbors can be aware of forthcoming events. The Operator shall provide a means for receiving complaints, through a web page or equivalent electronic media, and shall preserve a record of complaints that will be provided to the City of Franklin, Village of Greendale or County upon request. These records shall be preserved for a minimum of two years. Nothing herein is intended to prevent

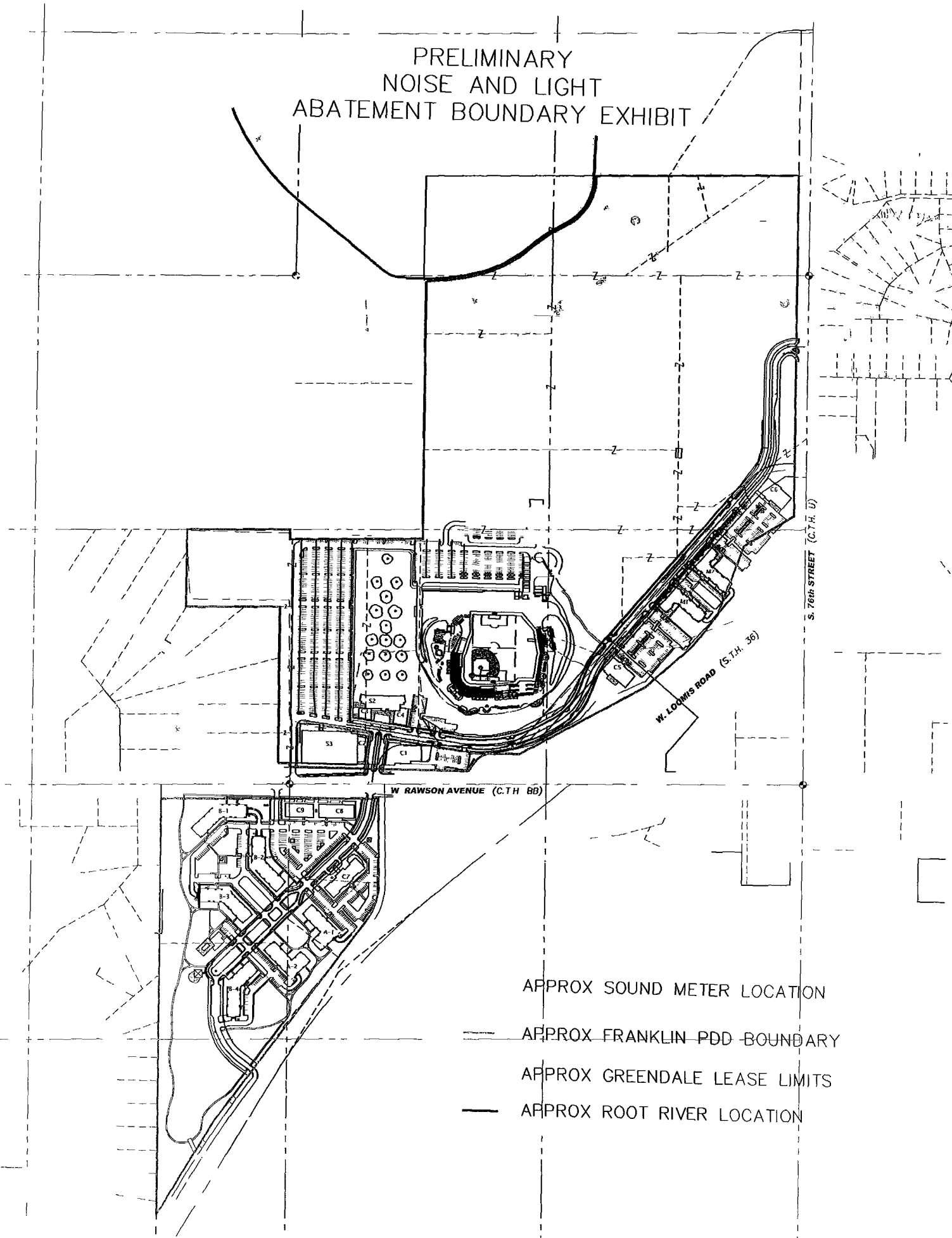
citizens from being able to file public complaints, but this is intended to allow verification of whether or not a complaint and violation occurred.

Continuous noise monitoring data shall be kept for twelve months. Upon reasonable request by the County, City of Franklin, or the Village of Greendale, noise monitoring data and reports, and a record of complaints, shall be provided to the County, City or Village, evidencing the status of compliance. A violation will be considered material if it represents a complaint filed with the operator or the City of Franklin and is evidenced in the monitoring data logs by an exceedance (“Trigger Event”) that is not permitted and is not corrected and remediated within 30 minutes of the Trigger Event. The City shall have the right to enforce payment of the penalties specified in the Noise and Light Standards, which may include payment of a double permit fee for any material violation. If the operator has more than four unpermitted material violations in a calendar year, the operator shall be subject to stepped-up enforcement measures as specified in the Noise and Light Standards. If the City declines to take enforcement action, the County, under the terms of this agreement, shall have the right to impose penalties on the operator, in the County’s reasonable judgment given the severity and duration of the violation and the number of violations, which shall not exceed \$1,000 for an individual violation and \$10,000 in aggregate for a calendar year.

No provision of this addendum shall be construed to impair any common law or statutory cause of action or legal remedy or to replace the obligations more specifically set forth in the Noise and Light Standards.

**EXHIBIT C.1**  
**Abatement Boundaries**

# PRELIMINARY NOISE AND LIGHT ABATEMENT BOUNDARY EXHIBIT



APPROX SOUND METER LOCATION

— APPROX FRANKLIN PDD BOUNDARY

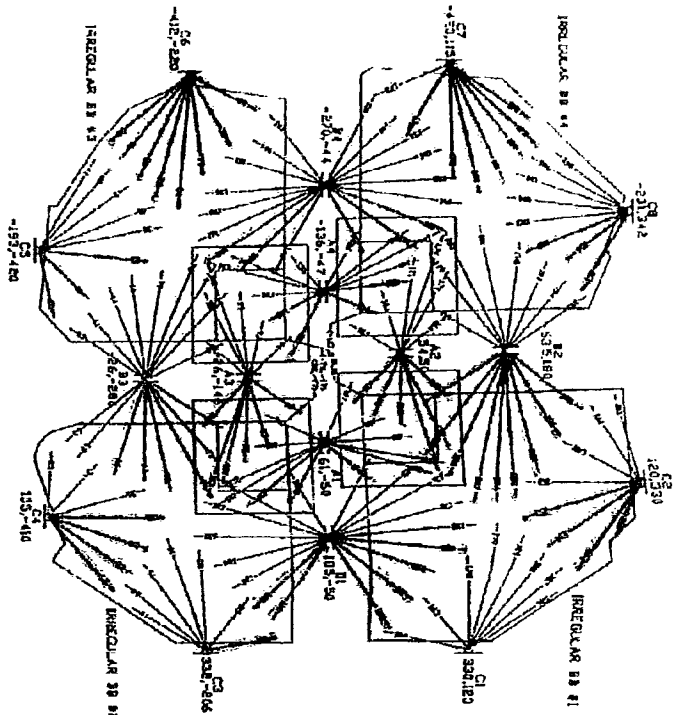
--- APPROX GREENDALE LEASE LIMITS

— APPROX ROOT RIVER LOCATION



**EXHIBIT C.2**  
**Mitigation Plan**

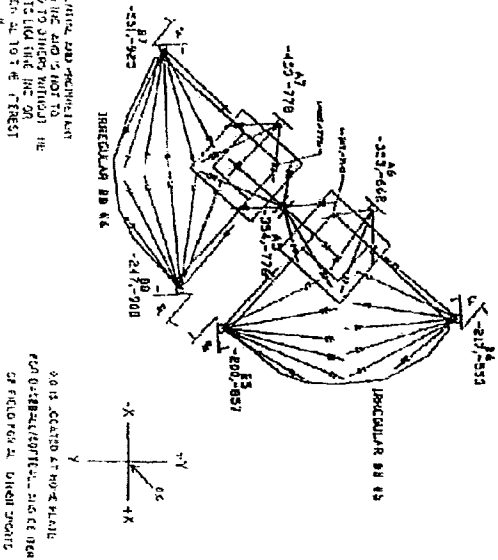
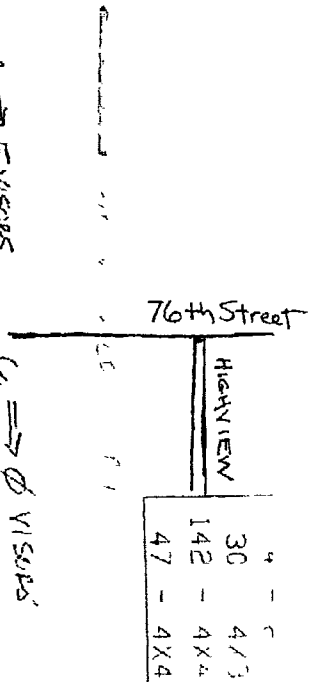
# Noise and Light - Exhibit X.2



- A<sub>1</sub> ⇒ 5 VISORS
- A<sub>2</sub> ⇒ 6 VISORS
- A<sub>3</sub> ⇒ 6 VISORS
- A<sub>4</sub> ⇒ 4 VISORS
- B<sub>1</sub> ⇒ 6 VISORS
- B<sub>2</sub> ⇒ 9 VISORS
- B<sub>3</sub> ⇒ 6 VISORS
- B<sub>4</sub> ⇒ 6 VISORS
- C<sub>1</sub> ⇒ 0 VISORS
- C<sub>2</sub> ⇒ 4 VISORS
- C<sub>3</sub> ⇒ 1 VISOR
- C<sub>4</sub> ⇒ 4 VISORS
- C<sub>5</sub> ⇒ 3 VISORS
- C<sub>6</sub> ⇒ 8 VISORS
- C<sub>7</sub> ⇒ 7 VISORS
- D<sub>3</sub> ⇒ 3 VISORS

TOTAL ⇒ 78 VISORS

GOLD SERIES VISORS



NOTE: SEE HARDWARE DRAWINGS BEFORE PRODUCTION OR ASSEMBLY

WVAC	1650	INDUST DOOR	YES	VE WIRE ENT	YES
VOLTAGE	480	WIDS	NO	WIRE SIZE	NO
PHASE	3	WIRE LOGS	YES	DISCONNECTS	NO
PK TYPE	3	DIS. IN CAB	YES	REMOV. CHANNEL	NO
CONDUIT	3	CODE CONNECTORS	YES	ALUM/MSI	NO
WIRE TYPE	1050/S-60	TERMINALS	NO	FOR TEST	YES
WIRE ENT	NO	TER. BUSHETS	NO	YES	YES
REMARKS					

REV 350

**Quaite** SPORTS LIGHTING

250 INDUSTRIAL DRIVE  
1 ILLINOIS AVE. M1 49242  
P.O. BOX 765

PHONE 517/  
FAX 517/  
800/1

DATE 4/07

THE ROCK, FRANKLIN, VA

SCALE 7:0

NOTES: 1. SEE HARDWARE DRAWINGS BEFORE PRODUCTION OR ASSEMBLY.  
2. THE POLE COORDINATES SHOWN ON THIS DRAWING ARE FOR THE POLE TO BE INSTALLED ON THE FIELD FOR ALL OTHER SPORTS LIGHTING.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

July 24, 2019

To Aldermen, Clerk's Office, Police and Planning  
CC Calli Berg  
From Mayor Steve Olson

Re Sound monitoring and complaint procedure for BPC and the Rock

As a component of PDD 37 the operators of Ballpark Commons, Routine Field and the Rock Sports Complex must provide active monitoring of sound emanating from the development. This monitoring is currently being performed by three permanently mounted sophisticated monitors that record data and audio 24 hrs. Current municipal code defines a "violation" at levels exceeding 78db. These sound monitors are extremely sophisticated and provide a large volume of data.

Franklin PD has been receiving complaint calls of excessive noise from these developments since they opened in 2013 from both Franklin and Greendale residents. To date, no violations of the Franklin code related to excessive noise have been documented. The time in responding to these complaint calls is substantial and during times of most calls for service to the PD.

This policy is intended to assure that there continues to be compliance by the operator as well as assurances of enforcement should a violation occur.

#### Points

- Franklin PD will no longer respond with an officer to excessive noise complaints regarding these developments.
- Calls to FPD dispatch will be logged and the caller will (should) be told that the complaint will be registered and evaluated against the monitors and enforcement will occur if a violation is present.
- The Planning department will receive any complaint to FPD or the Clerk's office and review monitor data for that time period.
- Should an alarm be triggered, the audio and data file will be downloaded and placed in a dedicated data file folder with the date and time.
- The staff will listen to the sound triggering the event and determine its' source. Should the source be determined to be the development then the Planning and Zoning administrator will initiate appropriate enforcement.
- Should the complaint be unfounded, a letter may be sent to the complainant and a disposition will be added to the complaint stating such and appropriate details and filed.
- The composition of any download of data from the sound monitors may change based on need and capability with consultation from the Police Chief and Planning and Zoning Administrator.



## Appendix #4

City of Franklin  
Department of City Development

May 23, 2022

Steve F. Taylor, Executive Director  
ROC Foundation  
7044 S. Ballpark Drive, Ste 300  
Franklin, WI 53132

Re: Changes to sound monitoring and enforcement procedure for the Ballpark Commons Planned Development District.

Dear Mr. Taylor.

Please be advised that the City of Franklin will no longer enforce the Noise and Light Addendum for the Rock Sports Complex and Ballpark Commons, attached for your reference. However, the City of Franklin will continue to enforce the Unified Development Ordinance (UDO) Section 15-3.1107 "Noise" with the following procedure:

- The City Development Department will receive noise complaints regarding the Ballpark Commons Planned Development District (PDD).
- City Development staff will review the sound monitoring data for any violations of the above-referenced ordinance section.
- Pursuant to UDO Section 15-3.1107(C-D), a noise violation in a PDD is defined as follows:
  - **From 7:00 a.m. – 10:00 p.m.** Noise levels exceeding 79 dBA, as measured by the sound monitors.
  - **From 10:00 p.m. – 7:00 a.m.** Noise levels exceeding 74 dBA, as measured by the sound monitors.
- In case of a noise violation, City Development staff will send a notice of violation to the business operator or property owner.
- Pursuant to Municipal Code Section 1-19 "Penalty provisions" and UDO Section 15-9.0502 "Penalties and remedies", any person who violates the Unified Development Ordinance shall pay a forfeit between \$1 to \$2,500 for each offense

The Unified Development Ordinance (UDO) Section 15-3.1107 "Noise" and Municipal Code Section 1-19 "Penalty provisions" are attached for your reference.

If you have any questions about this correspondence, please contact me at 414-425-4024 or via email at [rmartinez-montilva@franklinwi.gov](mailto:rmartinez-montilva@franklinwi.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "RM-M", written over a light blue horizontal line.

Régulo Martínez-Montilva, AICP  
Principal Planner  
City Development Department



*City of Franklin*  
Department of City Development

cc: Brian Sajdak, Assistant City Attorney  
Ald. John Nelson  
Sandra L. Wesolowski, City Clerk

|                              |   |                          |
|------------------------------|---|--------------------------|
| APPROVAL                     | COMMITTEE<br>OF THE WHOLE   | MEETING DATE<br>4/9/2024 |
| REPORTS &<br>RECOMMENDATIONS | ROC Ballpark Commons Noise-Related<br>Updates; the Rock Sports Complex Sound<br>Study report prepared for Milwaukee<br>County | ITEM NUMBER<br>B.        |

**BACKGROUND**

This has been a recurring agenda item in our Common Council meetings since 2023 to keep the Council informed regarding the ROC Sports Complex and related sound concerns. Council members received the electronic link for the “Rock Sports Complex Sound Study,” commissioned by Milwaukee County, using an independent consultant, RSG, to perform the study. The report consists of 240 pages, including Section J, the summary of the relevant monitoring results, prepared by Attorney Dennis Grzezinski.

For ease of accessibility and print cost savings, staff has added a link for the County information to the existing ROC material on the City’s website at [City Of Franklin \(franklinwi.gov\)](http://CityOfFranklin(franklinwi.gov)). It is typical for the Council to acknowledge receipt of such information by motion to “receive and place on file.” As a result of the March 5, 2024, Council meeting, this Committee of the Whole meeting has been designated to discuss this sound study.

As of the March 5, 2024, Common Council meeting, the Council adopted resolution 2024-8109, A resolution to confirm internal procedures on entertainment events and the required permitting and processes municipal officials and staff shall apply to obtain uniform application for the protection of the health, safety, and well-being of the community” to address the ongoing noise concerns.

Additionally, staff have included the following related memo from the Department of City Development:

**City of Franklin**  
**Department of City Development**

Date: March 29, 2024  
To: Kelly Hersh, Director of Administration  
From: Régulo Martínez-Montilva, Principal Planner  
RE: Rock Sports Complex Sound Study (dated May 22, 2023)

---

The Rock Sports Complex Sound Study recommends improved regulations in Chapter 11.2, including maximum permissible sound levels. It's worth noting that tables 10 and 11 for recommended permissible sound levels are more specific than the current table of the Unified Development Ordinance (UDO) Section 15-3.1107. The sound study tables have different sound levels for three types of sound (perpetual, intermittent, and impulsive\*) and indicate the variable to use for each of them (5-minute Leq for perpetual, 1-minute Leq for intermittent, and Lsmax for impulsive\*\*), while the current UDO noise regulations are not clear into what specific variable to use for enforcing noise regulations:

"The Code does not indicate the type of sound level or metric (i.e., maximum sound level, average sound level) or averaging time associated with the sound limits." Rock Sports Complex Sound Study, page 9.

City Development staff is considering the recommendations of this sound study for the Unified Development Ordinance rewrite project. Updating noise regulations was added to the project schedule as extra work per the Common Council's direction. The agreement amendment was approved on January 16, 2024, and the budget amendment was approved on February 21 by the Common Council.

**COMMITTEE OF THE WHOLE ACTION**

Directions as the Committee deems appropriate.

Planning Department  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132  
 (414) 425 4024  
[franklinwi.gov](http://franklinwi.gov)



APPLICATION DATE 03/29/2024

## PLAN COMMISSION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

| APPLICANT [FULL LEGAL NAMES]             | APPLICANT IS REPRESENTED BY [CONTACT PERSON] |
|--|--|
| NAME<br>Christ David Conley              | NAME<br>Christ David Conley                  |
| COMPANY<br>Roc Ventures LLC              | COMPANY<br>ROC Ventures LLC                  |
| MAILING ADDRESS<br>7044 S Ballpark Dr    | MAILING ADDRESS<br>7044 S Ballpark Dr        |
| CITY/STATE<br>Franklin WI 53132          | CITY/STATE<br>Franklin WI 53132              |
| PHONE<br>(716)479-1812                   | PHONE<br>(716)479-1812                       |
| EMAIL ADDRESS<br>cconley@rocventures.org | EMAIL ADDRESS<br>cconley@rocventures.org     |

### PROJECT PROPERTY INFORMATION

|  |                    |
|--|--------------------|
| PROPERTY ADDRESS<br>7035 S Ballpark Dr | TAX KEY NUMBER     |
| PROPERTY OWNER<br>Mike Zimmerman       | PHONE              |
| MAILING ADDRESS<br>7044 S Ballpark Dr  | EMAIL ADDRESS      |
| CITY/STATE<br>Franklin, WI 53132       | DATE OF COMPLETION |

### APPLICATION TYPE

**Please check the application type that you are applying for**

Building Move  
  Sign Review  
  Site Plan / Site Plan Amendment  
  Temporary Use

Most requests require Plan Commission review and approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

### SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)*

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed

|                                      |  |
|--------------------------------------|--|
| PROPERTY OWNER SIGNATURE<br>         | APPLICANT SIGNATURE<br>                    |
| NAME & TITLE<br>Mike Zimmerman - CEO | NAME & TITLE<br>Christ Conley Assistant GM |
| DATE                                 | DATE<br>3/29/24                            |
| PROPERTY OWNER SIGNATURE             | APPLICANT REPRESENTATIVE SIGNATURE         |
| NAME & TITLE                         | NAME & TITLE                               |
| DATE                                 | DATE                                       |



CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded full size, drawn to scale copies (at least 8 1/2" X 11") of the plat of survey, showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points  
NOTE Single Family homes require an attached 2 car garage
  - Three (3) copies of color photographs of the building's current elevations
- Other items as may be required for specific applications, per a city planner
- Email or flash drive with all plans / submittal materials
  - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92-2 (A ) and the Wisconsin Uniform Building Code

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$40 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) colored copies of the sign elevations, drawn to scale not less than 1/2" = 1' Plans shall be folded to a maximum size of 9" X 12" The elevations should denote the sign dimension and area Identify the colors, materials, finishes and lighting method (if applicable)
  - Three (3) scaled copies of the Site Plan, showing the location of the proposed signage relative to (1) any existing or proposed structures, (2) parking stalls and/or driveways, (3) proposed landscaping and outdoor lighting, (4) the setback distance from the street right-of way at the proposed location, (5) height of sign above the finished grade, and (6) the vision triangle distances described in Section 15-5 0201 of the Unified Development Ordinance
- Email or flash drive with all plans / submittal materials
  - Required for signage in Planned Development Districts (PDD) No 7 and 18 Additional materials / copies may be required for board/commission meetings
  - Permits for construction are REQUIRED after approval Contact Inspection Services (414-425-0084) for permit processes

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
  - Tier 1 \$2000
  - Tier 2 \$1000 (lot size ≤ 1 acre)
  - Tier 3 \$500 (≤ 10% increase or decrease in total floor area of all structures with no change to parking or change to parking only)
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package The submittal should include only those plans/items as set forth in Section 15 7 0103, 15-7 0301, and 15-0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc )
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
  - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$50 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
  - Three (3) project narrative
  - Three (3) folded, scaled copies, of the Site Plan, see section 15 3 0804 of the UDO for information that must be denoted on each respective plan
- Email or flash drive with all plans / submittal materials
  - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required
  - Submittal of Application for review is not a guarantee of approval Approval of Temporary Use does not exclude potential requirement for additional licenses or permits For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425-7500, the Health Department at (414) 425 9101, and Inspection Services at (414) 425-0084

**BALLPARK COMMONS**  
**FRANKLIN FIELD USAGE SUBMITTAL**  
**PLAN COMMISSION**

**SUMMARY**

The following submittal contains plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses and activities planned to occur at Franklin Field in 2024

Uses/Activities detailed within this submittal are defined as follows Milkman games type A or MM “A”: Milkmen games that have higher attendance expectations. Milkman games type B or MM “B”: Milkmen games that have average attendance expectations Milkman games type C or MM “C”: Milkmen games that have lower attendance expectations. Also included in baseball game submittals are University of Wisconsin-Milwaukee baseball games. No temporary structures are required for these games and attendance expectations are extremely low.

Uses, temporary structures and approval requests as of this date are as follows.

| <b>Proposed Use/Structure</b>    | <b>Type of Approval</b> |
|----------------------------------|-------------------------|
| Baseball Games                   | Permanent               |
| A.1 Food and Beverage Structures | Annual Staff Approval   |
| A.2 Beverage Only Structures     | Permanent               |
| A.3. Food Truck Structures       | Annual Staff Approval   |
| Product Hawking Structures       | Permanent               |
| Fireworks                        | Common Council          |
| Graduation Ceremony              | Annual Staff Approval   |
| Candy Drop                       | Annual Staff Approval   |
|                                  |                         |
|                                  |                         |

**BASEBALL GAMES**

**PROJECT NARRATIVE**

Provide entertainment to fans attending a standard 9 inning baseball game. Games can last 3 hours or longer depending on gameplay Food, Beverage, and Merchandise items will be available for purchase This type of use is expected to occur annually on approximately the same dates

**ATTENDANCE EXPECTATIONS**

- UWM Baseball Game. Avg 500 Sold
- MM A Above 75% Sold
- MM B. 40-75% Sold
- MM C Below 40% Sold

**Schedule**

Below is the regular season schedule for the UWM Panthers and the Milwaukee Milkmen. There are a total of 71 games. Additional dates could be added for playoffs. Changes will be forwarded as needed

#### **UWM BASEBALL GAMES**

Thursday, March 28, 3:00pm  
Friday, March 29, 2:00pm  
Saturday, March 30, 1:00pm  
Monday, April 1, 4:00pm  
Friday, April 5, 3:00pm  
Saturday, April 6, 2:00pm  
Sunday, April 7, 1:00pm  
Tuesday, April 9, 3 00pm  
Tuesday, April 16, 3:00pm  
Wednesday, April 17, 5:00pm  
Friday, April 19, 3:00pm  
Saturday, April 20, 2:00pm  
Sunday, April 21, 1.00pm  
Friday, April 26, 3:00pm  
Saturday, April 27, 2:00pm  
Sunday, April 28, 1.00pm  
Tuesday, April 30, 3:00pm  
Wednesday, May 1, 3:00pm  
Thursday, May 16, 11:00am  
Friday, May 17, 1:00 pm  
Saturday, May 18, 12:00pm

#### **MM A GAMES**

Tuesday, May 14, 11 00am  
Wednesday, May 15, 11.00am  
Friday, June 7, 6:35pm  
Saturday, June 8, 6 00pm  
Friday, June 14, 6:35pm  
Saturday, June 15, 6:00pm  
Friday, June 28, 6 35pm  
Saturday, June 29, 6:00pm  
Friday, July 12, 6.35pm  
Saturday, July 13, 6:00pm  
Friday, July 26, 6:35pm  
Saturday, July 27, 6 00pm  
Friday, August 2, 6:35pm  
Saturday, August 3, 6:00pm  
Friday, August 23, 6.35pm  
Saturday, August 24, 6:00pm

#### **MM B GAMES**

Friday, May 10, 6:35pm  
Saturday, May 11, 6:00pm  
Sunday, May 12, 1:00pm  
Thursday, May 16, 6:35pm  
Friday, May 24, 6:35pm  
Saturday, May 25, 6.00pm  
Sunday, May 26, 1:00pm  
Thursday, June 6, 6:35pm  
Sunday, June 9, 1:00pm  
Sunday, June 16, 1:00pm  
Thursday, June 27, 6:35pm  
Sunday, June 30, 1:00pm  
Thursday, July 11, 6:35pm  
Sunday, July 14, 1:00pm  
Thursday, July 25, 6:35pm  
Sunday, July 28, 1:00pm  
Thursday, August 1, 6 35pm  
Sunday, August 4, 1:00pm  
Thursday, August 15, 6:35pm  
Thursday, August 22, 6:35  
Sunday, August 25, 1:00pm

**MM C GAMES**

Tuesday, June 4, 6:35pm  
Wednesday, June 5, 6:35pm  
Tuesday, June 25, 6:35pm  
Wednesday, June 26, 6:35pm  
Monday, July 1, 6:35pm  
Tuesday, 9, 6 35pm  
Wednesday, July 10, 6:35pm  
Tuesday, July 30, 6:35pm  
Wednesday, July 31, 6:35pm  
Tuesday, August 13, 6 35pm  
Wednesday, August 14, 6:35pm  
Tuesday, August 20, 6:35pm  
Wednesday, August 21, 6:35pm

**Activities**

**Fireworks**

Fireworks shows start no later than 10 minutes after the game ends and will end no later than 11.00pm Each date will be permitted with a Special Events Permit obtained through the Clerk's office Services will be provided by a third-party vendor.

Fireworks dates are as follows

Friday, May 10  
Friday, May 24  
Friday, June 7  
Friday, June 14  
Friday, June 28  
Friday, July 12  
Friday, July 26  
Friday, August 2  
Friday, August 23

### **Candy Drop**

A Candy Drop is an event that will happen at the conclusion of select Milwaukee Milkmen games. At a coordinated time, a helicopter will drop candy onto the field. After all the candy is dropped, we will allow kids in attendance onto the field to collect candy. Services will be provided by a third-party operator.

Candy Drop Date: Sunday, August 25

### **Food and Beverage Sales**

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

#### **Structures**

Structures listed below can be found on the site plan that is included with this submittal package.

#### **Semi-portable**

There are no structures planned for this event

#### **Semi-temporary**

A.1: Food and Beverage sales location. For all games scheduled. There is one location that could be utilized for these events. A diagram of the structure is attached. Locations will remain the same for each event.

#### **Temporary**

A.2 Beverage sales location. For all games scheduled. There are five locations that could be used for these events. The structure is on rollers and will be rolled into place before games and will be removed after or closed as attendance will require. These structures are 44.5 in. x 27.25 in. x 30.33 in. (WxDxH). A picture of the structure is attached. Locations will remain the same for each event and will be dictated by attendance.

A.3 Food Truck location. For all games scheduled. There is one location that could be utilized for these events. Standard food truck structure that will arrive before the game and will leave as attendance dictates. These vendors could be operated by a third party and will comply with all Health Department requirements. Locations will remain the same for each event.

A.4 Beverage Tub. For all games scheduled. There are two locations that could be utilized for these events. This is a small rolling cooler. Picture of the items are included in this package.

### **Product Hawking**

For all games scheduled. There are up to 8 product hawking trays for beverages that could be utilized as attendance requires. Product hawking will be limited to concourse and seating locations. Attached is an image of the tray.

### **Site Plan**

D.4 Main Dumpster/Trash Collection points. Receptacles will be placed throughout the event area

A.1 Food and Beverage sales location

A.2 Beverage sales location

A.3 Food truck location

A.4 Beverage tub

D.5 Restroom locations

E.1 Emergency access point

A.5 Firework fall out/launch area. This area will be barricaded and will be a 350' diameter area.

### **Graduation Ceremony**

#### **Project Narrative**

Standard commencement ceremony. On field staging and chairs for graduates.

#### **Attendance Expectations**

As allowed by the current capacity regulations. Not to exceed more than 100% of the stadium's capacity

#### **Schedule**

Times included are for set up, ceremony, and load out. Operating time will be limited to 5-7 hours. The exact operating hours are TBD. Graduation date is TBD.

#### **Activities**

#### **Food and Beverage Sales**

Food and beverage sales from non permanent location, utilizing the structures listed below

#### **Structures**

Structures listed below can be found on the site plan that is included with this submittal package.

**Semi-portable**

There are no structures planned for this event.

**Semi-temporary**

There are no structures planned for this event.

**Temporary**

Temporary structures for this event include:

C.1 Approximate stage location. 30' x 30' wooden riser stage that will feature acoustical performances. Will only be set up on event days

**Product Hawking**

No product hawking is planned for this event

**Site plan**

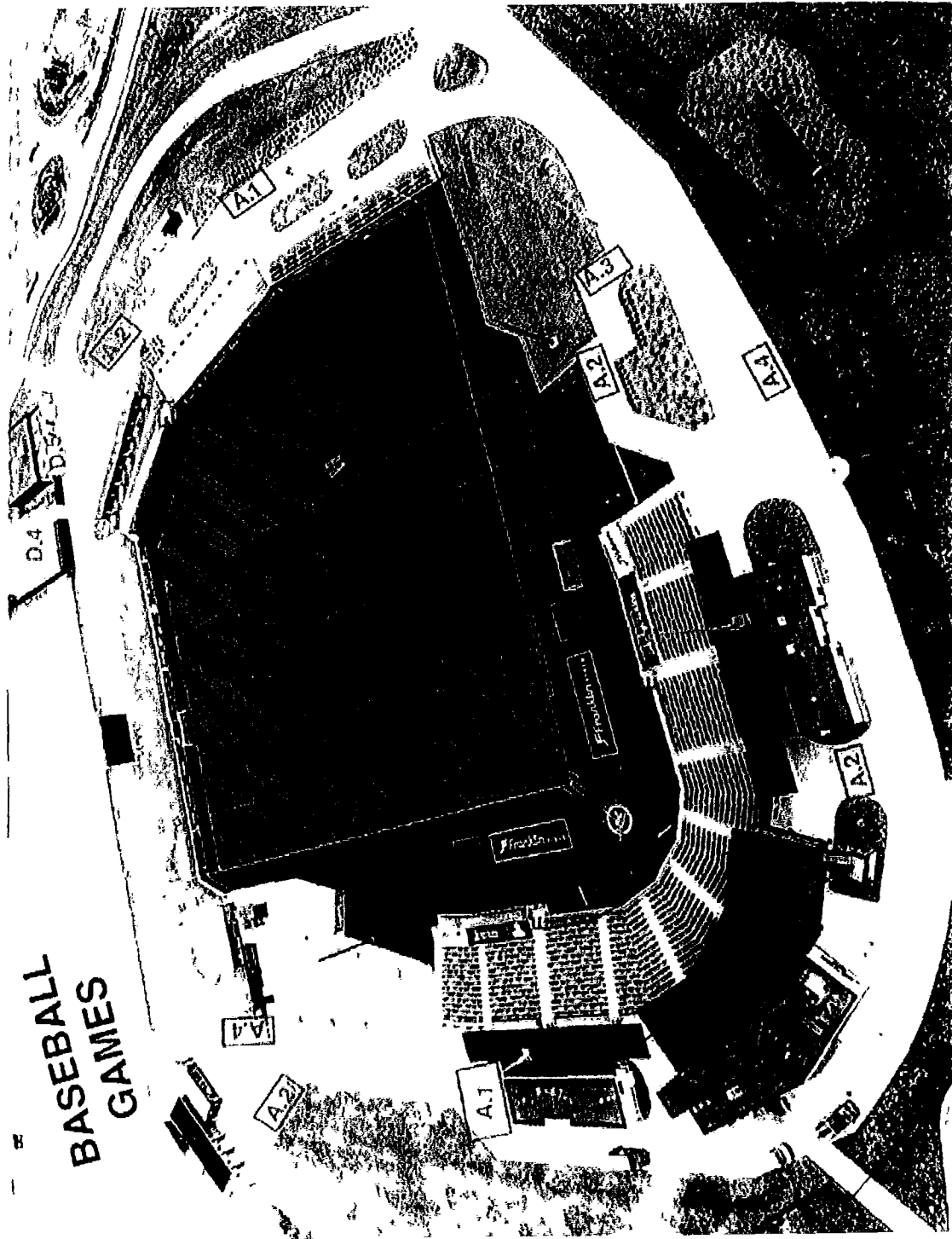
C.2 Main event seating area This area will include chairs for graduates to sit

D.4 main Dumpster/Trash collection points. Receptacles will be placed throughout the event area.

D.5 Restroom locations

E.1 Emergency access points

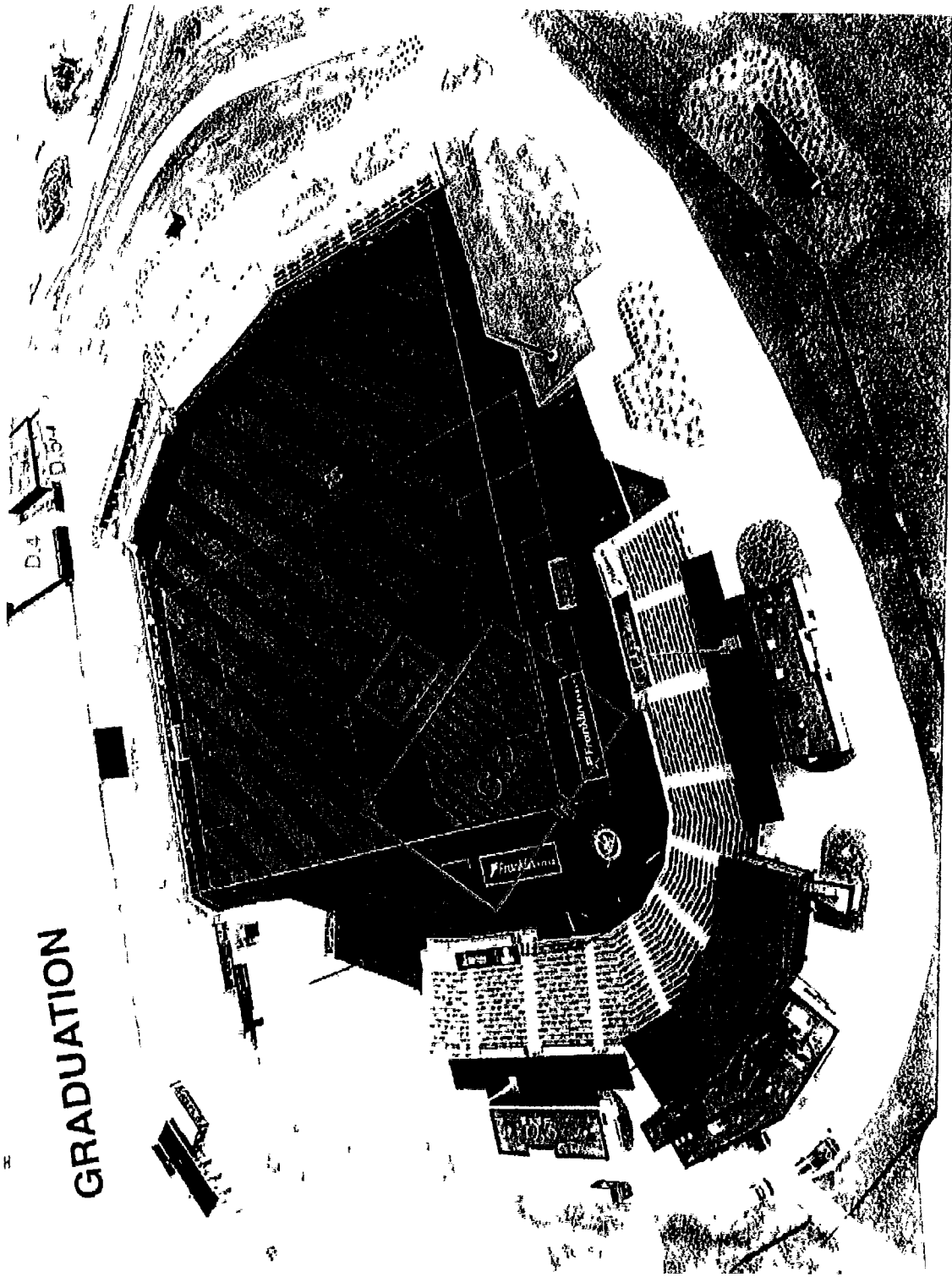
Baseball Games



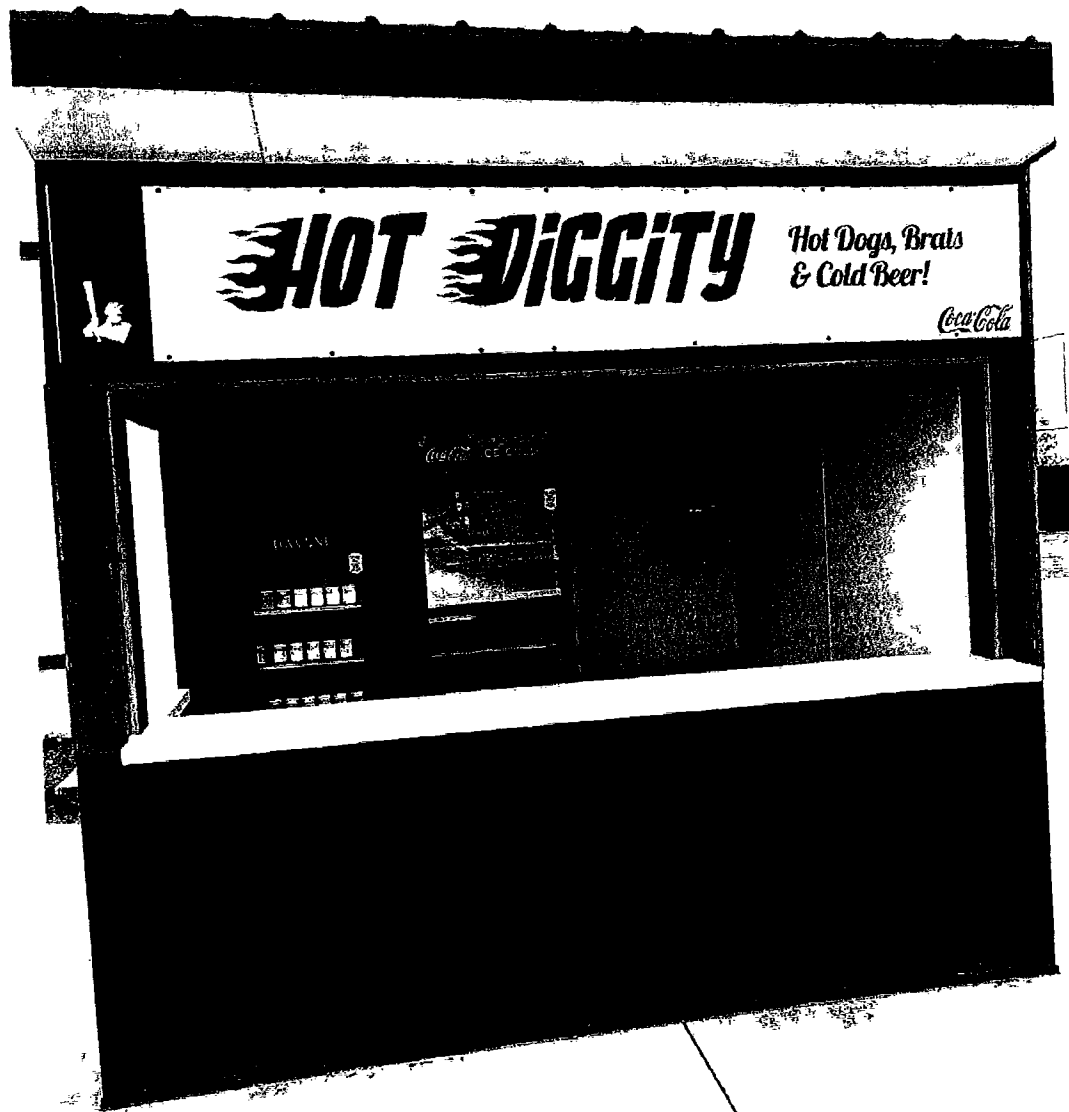
BASEBALL  
GAMES



Graduation



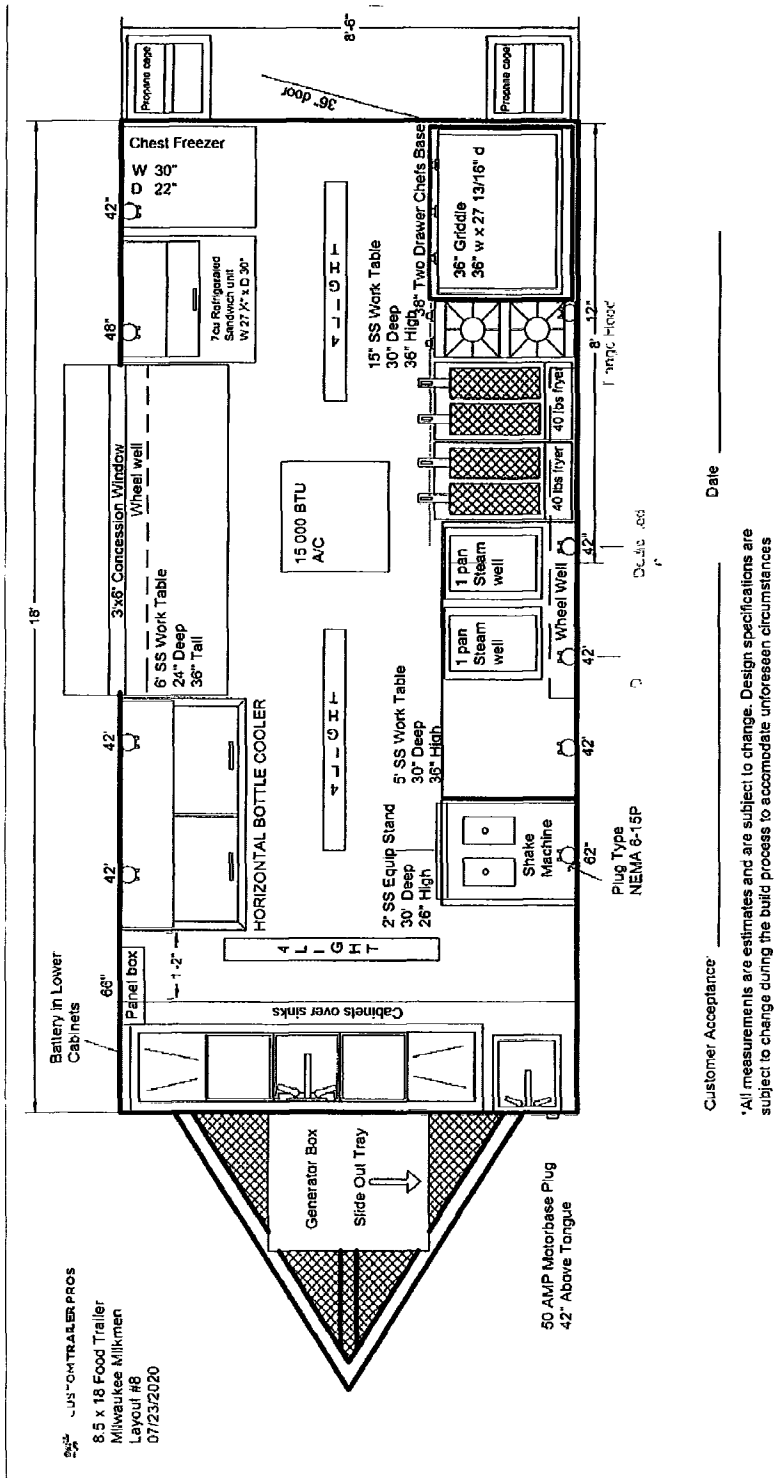
A.1 Food and Beverage sales location



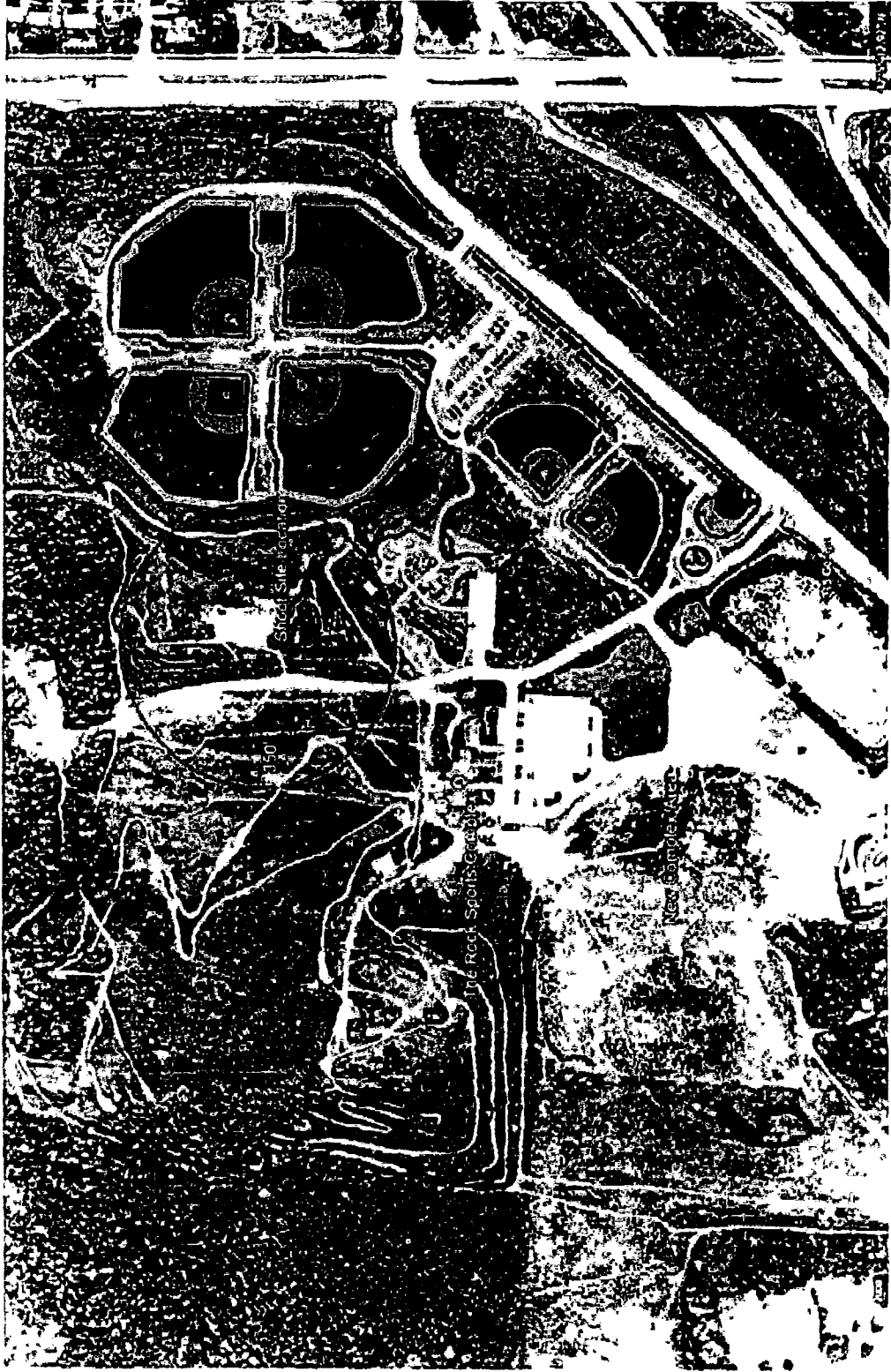
A.2/A.4 Beverage Tub



# A.3 Food Truck



# A.5 FIREWORKS FALLOUT AREA



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|                              |   |   |
|------------------------------|---|---|
| <b>APPROVAL</b>              | <b>REQUEST FOR COUNCIL ACTION</b>   | <b>MTG. DATE</b><br><b>May 7, 2024</b>              |
| Reports &<br>Recommendations | <b>A Resolution to Issue Change Order No. 2 for the<br/>Water Transmission Main (Contract A) Along<br/>S. Lovers Lane in the Amount of \$40,000<br/>To Dorner, Inc.</b> | <b>ITEM NO.</b><br><b>Ald. Dist. 2</b><br><br>C. 3. |

**BACKGROUND**

On December 19, 2023, Dorner, Inc. was awarded a contract to construct a watermain from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane. On March 19, 2024, a Change Order No. 1 for \$63,075 was issued to lower the watermain beneath the wetlands per new Wisconsin Department of Natural Resource (WDNR) standards. This Change Order No. 1 work increased the length of the bore to protect adjacent trees that would not have been affected with a shallower project.

**ANALYSIS**

While performing the work related to Change Order No. 1, the boring sub-contractor encountered a drastic change of soils that significantly increased the effort to make the installation. The inspectors alerted Staff to the issue and all witnessed the increased time and labor it took to install this section of watermain. This is a classic change of conditions that no one was aware when the estimate was provided.

Staff and the consultant have negotiated with the contractor and the subcontractor to finalize the total effect on the project costs and have settled on \$40,000. The negotiated price even includes a 10% discount from the sub-contractor on the extra time and labor that was expended. The supporting letter and Change Order No. 2 are attached. As the project is almost complete, Staff is anticipating one more change order to reduce the amount of disturbance that was saved by extending the length of the bore.

**OPTIONS:**

Approve Change Order No. 2 to pay for work already done.

**FISCAL NOTE**

Funds are in the 2023 and 2024 Capital Improvement Fund 46 budgets and all borrowing has been completed. The Dorner Contract (65-0771-5856) is as follows:

| <b>Cost</b>         | <b>Item</b>                   |
|---------------------|-------------------------------|
| \$840,366.00        | Initial Dorner Bid            |
| \$63,075.00         | Change Order No. 1 (3/19/24)  |
| \$40,000.00         | Change Order No. 2 (5/7/2024) |
| <b>\$943,441.00</b> | <b>Current Cost</b>           |

The budget for the water tower and the northern watermain (this project) is \$8,118,000. The tower project is anticipated a change order (elsewhere on this agenda) for a total of \$6,900,935 leaving a total of \$273,624 left in the budget. Note that the consultant's efforts thus far are in a contract that pre-dates that budget. The efforts for the upcoming watermain to the south are using ARPA funding.

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_\_ a resolution to issue Change Order No. 2 for the Water Transmission Main (Contract A) along S. Lovers Lane in the Amount of \$40,000 to Dorner, Inc.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR THE  
WATER TRANSMISSION MAIN (CONTRACT A) ALONG  
S. LOVERS LANE IN THE AMOUNT OF \$40,000 TO DORNER, INC.

-----  
WHEREAS, Dorner, Inc. is constructing a watermain along S. Lovers Lane from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane; and

WHEREAS, the project is a unit price contract and the contractor is paid for actual installed quantities; and

WHEREAS, there was a change in ground conditions that the contractor encountered unknown at the time of providing a cost estimate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize change order 2 to Dorner Inc. for adjustments related to unforeseen ground conditions related to horizontal directional drilling.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 2 to Dorner, Inc. in the amount of \$40,000 on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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





April 30, 2024

Mr. Glen Morrow, P.E., Manager  
City of Franklin Water Utility  
9229 W. Loomis Road  
Franklin, WI 53132

Re; Request for Change Order No. 2  
Dorner, Inc. and RJ Underground Inc.

Dear Glen:

On Tuesday March 19<sup>th</sup>, our office received a change order request (No.2) relative to the horizontal directional drilling (HDD) associated with the Contract A work. The request included an email from RJ Underground to Dorner indicating:

*Due to the depth of the Water Main being lowered we are encountering ground that is a lot more soft, wet and unstable. The only way we are able to continue in this ground and stabilize a bore hole of this diameter and distance is to trail our drill rods. This is going to require extra man power and days to finish this bore.*

*Our additional costs for the crew, additional manpower, equipment, and material will be \$38,750.00.*

As I was out of the office on the 19<sup>th</sup>, the message was not provided to the City until Wednesday the 20<sup>th</sup>.

After requesting additional information, we had a Teams meeting on Friday March 22<sup>nd</sup> with Dorner and RJ and requested additional clarification as to the issues being encountered. Later that afternoon I was provided the following message via email from RJ:

*On the bore we are currently working on we drilled out 1200 feet, the first 750 feet was very soft ground, the extra 400 feet that was added to the bore was good clay. At this time we did not realize how wet and unstable the first 750 feet was. We reamed the first 400 feet and pushed out all the material, tried to continue through the 750 feet and we could not push the material out and we were pushing out of the hole. Crew took it back to the drill, got the drill head on and took several attempts to drill back out through the 750 feet. This is when we realized how bad the soil was. Our drill head was just falling in this under water unstable material, we knew this by watching our pitch on the computer. We made it*



Mr. Glen Morrow, P.E., Manager, City of Franklin Water Utility

April 9, 2024

Page 2 of 2

*to the middle pit. At that time we called the general and went through our options because with the change of conditions there are 2 different methods of drilling that need to be used to drill the first 750' and the last 400' of this bore. The decision was made to finish the 400' of drilling in the good ground because that part of the bore could be done with the current method of drilling, but the other 750' we had to start over with and change our strategy to trailing rods which as we stated in the previous emails increases the amount of man power and material being used. We got our cost together and sent out an extra for the change of conditions.*

Probably the largest factor was the length of the bore. When the bore was increased from 750 feet to 1,150 feet in front of the Church property a number of factors came into play which resulted in additional costs. These factors include more bentonite, more hydro excavation and disposal of the reamed trench material, the use of trailing rods to stabilize the bore which included additional labor and machine time.

As you may recall, the Geotech report available for the project consisted of the reports by PSI for the tower site. A cursory review of the report indicates a change in the soil conditions at boring No.1 near elevation 775.5. The same change is not noted on the log for boring No.2. Being that the soil data is not specific to the boring location, I merely point this out as something that I noticed as it pertains to the elevation of the HDD section and the change in depth required by the DNR.

We are in possession of a change order in the amount of \$40,000 and the contractor has previously pulled the pipe. We feel that additional compensation may be warranted. If you would like, we can arrange another teams meeting to further discuss this matter with all affected parties.

Please review and contact our office with questions, comments, or concerns.

Thank you for the opportunity to assist the City of Franklin.

Sincerely,  
Applied Technologies, Inc.

William A. Hein, P.E., P.L.S.  
CAS Department Manager

Enclosure: Change order draft

cc: Todd Dorner-Dorner, Inc.  
Rich Johnston-RJ Underground

**CHANGE ORDER NO.: TWO**

Owner: City of Franklin  
 Engineer: Applied Technologies, Inc  
 Contractor: Dorner, Inc  
 Project: Water Transmission Main  
 Contract Name: Contract A  
 Date Issued April 30 2024

Owner's Project No.:  
 Engineer's Project No ATI PN 6434  
 Contractor's Project No :

Effective Date of Change Order. On execution by all

The Contract is modified as follows upon execution of this Change Order:

Description

Changes in conditions resulting in additional HDD costs

Attachments:

See attached request

| Change in Contract Price  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]  |
|---|---|
| Original Contract Price<br>\$ 840,366 00  | Original Contract Times<br>Substantial Completion: _____<br>Ready for final payment: _____  |
| <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No 1 to No <u>1</u> ge<br>\$ 63 075 00 | <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No.1 to No <b>[Number of previous Change Order]</b><br>Substantial Completion: _____<br>Ready for final payment: _____ |
| Contract Price prior to this Change Order<br>\$ 903,441 00  | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____   |
| <del>[Increase]</del> <del>[Decrease]</del> this Change Order<br>\$ 40,000 00   | <del>[Increase]</del> <del>[Decrease]</del> this Change Order<br>Substantial Completion: _____<br>Ready for final payment: _____  |
| Contract Price incorporating this Change Order<br>\$ 943,441 00   | Contract Times with all approved Change Orders<br>Substantial Completion: _____<br>Ready for final payment: _____   |

Recommended by Engineer (if required)

By William A. Hein  
 Title: Project Manager  
 Date April 30, 2024 (revised)

Accepted by Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authorized by Owner

By \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

Approved by Funding Agency (if applicable)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY OF FRANKLIN

\_\_\_\_\_  
John R. Nelson, Mayor

Dated \_\_\_\_\_

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

Dated. \_\_\_\_\_

\_\_\_\_\_  
Danielle Brown, Director of Finance  
And Treasurer

Dated: \_\_\_\_\_

APPROVED AS TO FORM

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

Dated. \_\_\_\_\_

## Todd Dorner

---

**From:** richiej@rjunderground.com  
**Sent:** Monday, March 18, 2024 4:04 PM  
**To:** Todd Dorner  
**Cc:** rj@rjunderground.com; markm@rjunderground.com  
**Subject:** Franklin 16" Water Main

Todd,

I just wanted to start the conversation for a needed extra on the Franklin Project.

With the bad ground conditions being encountered due to the depth being lowered, the ground water we are both battling, and the changes made extending the bore due to the wetlands there is a lot more man power and time that will be necessary to complete this project due to the changes in the project.

We are looking at a \$38,750.00 Extra for this.

Please give us a call to discuss when you get a chance. We can go over everything together before talking to the city.

Thank You,

Richie Johnston  
Estimator  
RJ Underground, Inc.  
Office: 262-605-8933 Ext. 15  
Cell: 262-960-4197  
Fax: 262-605-8934

# CHANGE ORDER REQUEST

## DORNER INC.

Sewer & Water Contractor  
 E506 Luxemburg Rd. - P.O. Box 129  
 Luxemburg, WI 54217-0129  
 Phone (920) 845-2442 Fax (920) 845-2458

|  |               |  |                                   |
|--|---------------|--|-----------------------------------|
| PROPOSAL SUBMITTED TO<br>City of Franklin      |               | PHONE  | DATE<br>April 30, 2024            |
| STREET<br>9229 West Loomis Road                |               | JOB NAME<br>Water Transmission Main Contract A |                                   |
| CITY, STATE AND ZIP CODE<br>Franklin, WI 53121 |               | JOB LOCATION<br>City of Franklin               |                                   |
| ARCHITECT<br>Applied Technologies, Inc         | DATE OF PLANS | ATTENTION<br>Will Hein                         | CHANGE ORDER REQUEST#<br><u>2</u> |

We hereby submit change estimates for:

### Directional Bore Issues

| BID ITEM              | DESCRIPTION   | QUANTITY | UNIT | UNIT COST    | TOTAL               |
|-----------------------|---|----------|------|--------------|---------------------|
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
| NA                    | Directional Bore Issues - See attached email from RJ Underground, Inc | 1        | LS   | \$ 40,000.00 | \$ 40,000.00        |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
|                       |   |          |      |              | \$ -                |
| <b>TOTAL PROPOSAL</b> |   |          |      |              | <b>\$ 40,000.00</b> |

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

**Forty Thousand 00/100** dollars(\$ 40,000.00 )

Payment to be made as follows

Final payment to be based on actual quantities installed at established unit prices

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

*Todd M. Dorner*

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

|  |   |                                     |
|--|---|-------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                       | <b>MEETING DATE</b><br><br>5/7/2024 |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>Franklin Senior Citizens Travel Program<br/>Update for 2023 Year End</b> | <b>ITEM NUMBER</b><br><br>G. 4.     |

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually, reporting in January and July of each year, attached is correspondence from Mr. Basil Ryan regarding the 2023 year-end Senior Citizens Travel activity.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund 01-0521-5721, which for 2023 had a total budget amount of \$29,431, including \$12,000 as approved in the 2023 Budget and a carryover of past leftover funds of \$17,431 that was approved by the Common Council on 1/17/2023 to be used in 2023.

Nine (9) trips were taken from January 1, 2023 through December 31, 2023, where the bus transportation was paid by the City, expending \$21,841 against the \$29,431 Senior Travel Program Budget for 2023, leaving a remaining balance of \$7,590 for 2023.

At their February 21, 2024 meeting, the Common Council approved Budget Amendment Ordinance No. 2024-2589 carrying forward the \$7,590 appropriations from the 2023 Recreation/Senior Citizen Travel to the 2024 Recreation/Senior Citizen Travel budget (01-0521-5721).

**COUNCIL ACTION REQUESTED**

This item is being provided at the direction of the Common Council for its information. No action is being requested.

April 30, 2024

Mayor and Common Council Members  
Franklin City Hall  
9229 West Loomis Road  
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for July-December 2023 activity. Franklin Senior Travelers were active in July, August, September, October, November and December.

July 20 – Mary Poppins, Fireside Theatre, Fort Atkinson – 70 seniors  
August 2 – Buddy Holly Story, Marriott Theatre, Lincolnshire, IL – 125 seniors  
September 7 – Titanic, Fireside Theatre, Fort Atkinson – 81 seniors  
October 11 – Gypsy, Marriott Theatre, Lincolnshire, IL – 92 seniors  
November 16 – Scrooge the Musical, Fireside Theatre, Fort Atkinson – 104 seniors  
December 13 – Beautiful, The Carole King Musical, Marriott Theatre, Lincolnshire, IL – 112 seniors

In 2023, we spent/used the remaining funds from 2021 and 2022, plus a partial of the 2023 funds. We have a carryover from 2023 (into 2024) of \$7,590.00 plus 2024 funds of \$12,000.00, which leaves us with \$19,590.00 in the budget. With these funds, we have eight trips planned for 2024 versus nine trips in 2023.

Based on the success and growth of the program, and using 2023 as a benchmark, Franklin Senior Travelers spent \$21,841 on bus transportation for nine trips in 2023. With the current budget of \$12,000 per year and the carryover of \$7,590, we will experience a deficit in 2024 of at least -\$2,251.00 or more. This figure does not take into consideration inflation, any transportation increases, ticket and food increases, etc.. It also does not include for future growth in the program, which we also anticipate will occur, based on the amazing success of the travel program.

Our current budget allocation of \$12,000/year does not allow us to take more than about five trips during the year.

Our attendance continues to be extremely strong and our seniors look forward to these trips. As always, the health and safety of Franklin Senior Travelers comes first and that is the number one priority. I am happy to meet with you to answer any questions you may have.

Sincerely,

Basil Ryan  
Franklin Senior Travelers



|                              |   |   |
|------------------------------|---|---|
| <b>APPROVAL</b>              | <b>REQUEST FOR COUNCIL ACTION</b>   | <b>MTG. DATE</b><br>May 7, 2024                     |
| Reports &<br>Recommendations | <b>A Resolution to Award Landmark Structures I, LP a<br/>Change Order No. 1 for<br/>Elevated Water Storage Tank (Contract B) at<br/>8120 S. Lovers Lane Road (TKN 801-9986-000)<br/>In the Amount of \$67,932</b> | <b>ITEM NO.</b><br><b>Ald. Dist. 2</b><br><br>G. 5. |

**BACKGROUND**

The Franklin Water Utility is constructing a new elevated 1.0-million-gallon water storage tower in the vicinity of 8120 S. Lovers Lane Road (TKN 801-9986-000) currently known as Water Tower Park. This tower is needed to address inadequate storage in the western pressure zone and all of Franklin. Landmark Structures I, LP was awarded this contract on December 19, 2023 for \$6,833,000.

**ANALYSIS**

As evidenced by the wetlands that cover the majority of the project site, the soils immediately around the tower site were expected to be questionable, but combined with the wet spring, the soils were unworkable when the contractor was able to mobilize and start the earth work. A proof roll test is when a loaded triaxle truck drives over an area and inspectors watch for any depression left by the tires. Two proof roll tests on this site resulted in the triaxle trucks getting stuck.

A geotechnical firm was engaged and Staff discussed many methods to rectify the unsuitable soils including undercutting/replacement and geogrids. The least expensive method of remediation was just to add larger stone up to the finish grade and Staff gave that direction. The cost for this additional stone is valued at \$67,935.

**OPTIONS:**

Award Change Order No. 1 to Landmark Structures, Inc.

**FISCAL NOTE**

Funds are in the 2023 and 2024 Capital Improvement Fund 46 budgets and all borrowing has been completed. The Landmark Contract (65-0771-5856) is as follows:

| <b>Cost</b>           | <b>Item</b>                  |
|-----------------------|------------------------------|
| \$6,833,000.00        | Initial Landmark Bid         |
| \$67,932.00           | Change Order No. 1 (5/07/24) |
| <b>\$6,950,932.00</b> | <b>Current Cost</b>          |

The budget for the water tower and the northern watermain (this project) is \$8,118,000. The watermain project is anticipated a change order (elsewhere on this agenda) for a total of \$943,441 leaving a total of \$223,627 left in the budget. Note that the consultant's efforts thus far are in a contract that pre-dates that budget. The efforts for the upcoming watermain to the south are using ARPA funding.

**RECOMMENDATION**

Authorize Resolution 2024-\_\_\_\_\_, a resolution to award Landmark Structures I, LP a Change Order No. 1 for the Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) in the amount of \$67,932.

**CHANGE ORDER NO.: ONE**

Owner: City of Franklin  
 Engineer: Applied Technologies, Inc  
 Contractor: Landmark Structures I, LP  
 Project: Elevated Water Storage Tank  
 Contract Name: Contract B  
 Date Issued: April 30, 2024

Owner's Project No.:  
 Engineer's Project No.: ATI PN 6434  
 Contractor's Project No.:

Effective Date of Change Order: Upon execution by all

The Contract is modified as follows upon execution of this Change Order:

**Description**

Additional costs necessary to construct driveway to access site

**Attachments:**

See attached change order request

**Change in Contract Times**  
 [State Contract Times as either a specific date or a number of days]

| Change in Contract Price   |  | Change in Contract Times   |  |
|--|--|--|--|
| Original Contract Price.<br>\$ 6,833,000 00  |  | Original Contract Times.<br>Substantial Completion: November 15, 2025<br>Ready for final payment: December 15, 2025  |  |
| [Increase] <del>[Decrease]</del> from previously approved Change Orders No. 1 to No. .<br>\$ 0 |  | [Increase] <del>[Decrease]</del> from previously approved Change Orders No.1 to No. :<br>Substantial Completion. 3 days<br>Ready for final payment. 3 days |  |
| Contract Price prior to this Change Order.<br>\$ 6,833,000 00                                  |  | Contract Times prior to this Change Order:<br>Substantial Completion: November 15, 2025<br>Ready for final payment: December 15, 2025                      |  |
| [Increase] <del>[Decrease]</del> this Change Order.<br>\$ 67,935 00                            |  | [Increase] <del>[Decrease]</del> this Change Order:<br>Substantial Completion. November 18, 2025<br>Ready for final payment: December 18, 2025             |  |
| Contract Price incorporating this Change Order.<br>\$ 6,900,935 00                             |  | Contract Times with all approved Change Orders:<br>Substantial Completion November 18, 2025<br>Ready for final payment December 18, 2025                   |  |

Recommended by Engineer (if required)

By: William A. Hein  
 Title: Project Manager  
 Date: April 30, 2024

Authorized by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Accepted by Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Approved by Funding Agency (if applicable)

CITY OF FRANKLIN

\_\_\_\_\_  
John R. Nelson, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

Dated \_\_\_\_\_

\_\_\_\_\_  
Danielle Brown, Director of Finance  
And Treasurer

Dated. \_\_\_\_\_

APPROVED AS TO FORM:

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

Dated: \_\_\_\_\_

April 16, 2024



Mr. Glen Morrow, P.E.  
City Engineer & Utility Manager  
9229 W. Loomis Road  
Franklin, WI 53132

Re: Contract B  
Change Order #1 Request

Dear Mr. Morrow:

As discussed at our meeting yesterday with Landmark Structures and Wanasek, Wanasek stripped and proof-rolled the driveway area needing to be filled. The truck got buried a couple times during the test and had to be pushed out. A significant factor is the fact that we have had nearly four inches of rainfall within the past two weeks. Obviously, the ground is saturated. In reviewing the Geotech report provided with the contract documents, the in-situ soils consist of silty-clay and clay soils which are very susceptible to moisture. In accordance with the Geotech report, "Localized wet, soft or unstable areas should be undercut to such depths determined necessary in the field to reach stable material. The over-excavations should then be backfilled with imported crushed stone."

The procedure provided by the contractor consisting of larger 3-inch stone topped with 1 ¼ inch stone generally complies with the procedure outlined and has been reviewed and approved by the geotechnical consultant. As such, we feel that the change order in the amount of \$67,935 is warranted and should be approved.

Please review the attached and contact our office with questions, concerns, or comments.

Thank you for the opportunity to serve the City of Franklin.

Sincerely,  
Applied Technologies, Inc.



William A. Hein, P.E., P.L.S.  
CAS Department Manager

Enclosure

Job Name: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 Landmark Project Number: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Prime Contract Change Order (PCCO) No: \_\_\_\_\_ 001

Contract Change Order - Title: \_\_\_\_\_ Access Road - Unsuitable Soils  
 Contract Change Order - Description of Scope of Work: \_\_\_\_\_ Import breaker run (granular stone) material to build access road to design elevations On-site soils unsuitable.

**CHANGE ORDER DETAIL**

| ITEM DESCRIPTION  | QTY  | UNIT | UNIT RATE    | ITEM AMOUNT | SUB TOTAL | NOTES  |
|---|------|------|--------------|-------------|-----------|--|
| <b>ENGINEERING, PROJECT MANAGEMENT &amp; ADMINISTRATION</b> |      |      |              |             |           | <b>\$725.00</b>  |
| Design Engineering  | 0.00 | HR   | \$150.00     |             |           | 0  |
| Design CAD  | 0.00 | HR   | \$100.00     |             |           | 0  |
| Program Management  | 1.00 | HR   | \$125.00     | \$125.00    |           | 0  |
| Project Management  | 4.00 | HR   | \$100.00     | \$400.00    |           | 0  |
| Project Management Administration                           | 2.00 | HR   | \$50.00      | \$100.00    |           | 0  |
| Site Management   | 1.00 | HR   | \$100.00     | \$100.00    |           | 0  |
| EHS / QC Management   | 0.00 | HR   | \$100.00     |             |           | 0  |
| <b>MATERIALS &amp; SERVICES</b>                             |      |      |              |             |           | <b>\$0.00</b>  |
| Geotechnical Inspection & Evaluation                        | 1.00 | LS   | TBD          | TBD         |           | PSI on-site inspection and evaluation to be billed under Testing Services Cash Allowance |
| 0   |      |      |              |             |           | 0  |
| 0   |      |      |              |             |           | 0  |
| <b>FABRICATION &amp; CONSTRUCTION</b>                       |      |      |              |             |           | <b>\$0.00</b>  |
| <b>labor</b>  |      |      |              |             |           |  |
| 0   |      |      |              |             |           | 0  |
| 0   |      |      |              |             |           | 0  |
| 0   |      |      |              |             |           | 0  |
| <b>Equipment</b>  |      |      |              |             |           |  |
| 0   |      |      |              |             |           | 0  |
| 0   |      |      |              |             |           | 0  |
| 0   |      |      |              |             |           | 0  |
| <b>SUBCONTRACT</b>  |      |      |              |             |           | <b>\$57,463.60</b>   |
| Wanatec Fill to Subgrade                                    | 1.00 | LS   | \$45,367.50  | 45,367.50   |           | 0  |
| Wanatec Removal of Unsuitable Soils                         | 1.00 | LS   | \$19,796.30  | 19,796.30   |           | 0  |
| Wanatec Proposal Cut to Fill On-Site                        | 1.00 | LS   | (\$7,700.00) | (7,700.00)  |           | 0  |
| 0   |      |      |              |             |           | 0  |

**SUMMARY - CHANGE ORDER AMOUNT**

|  |                    |
|--|--------------------|
| ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION | \$725.00           |
| MATERIALS & SERVICES                             | \$0.00             |
| FABRICATION & CONSTRUCTION                       | \$0.00             |
| SUBCONTRACT                                      | \$57,464.00        |
| Sub Total  | \$58,189.00        |
| 3.00% Bonds and Insurance                        | \$1,745.67         |
| 8.75% Ops Management                             | \$5,091.54         |
| 5.00% Contractor Fee                             | \$2,909.00         |
| <b>TOTAL AMOUNT OF THIS CHANGE ORDER</b>         | <b>\$67,935.00</b> |

**SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT**

|                        |        |
|------------------------|--------|
| Days Added this Change | 3 Days |
|------------------------|--------|



# Change Order Request

Change Order Request Number: 24-251 09-001

Wanasek Job # \_\_\_\_\_

Date: 04/15/2024

|   |                     |                           |  |
|---|---------------------|---------------------------|--|
| <b>Project: Franklin Elevated Storage</b> |                     | <b>Customer Project #</b> |  |
| To: Landmark Structures                   | Attn: Jesse Allevan | From: Wanasek Corporation | 29606 Durand Ave<br>Burlington, WI 53105 |
| Phone: 507-525-6422                       | Fax:                | Phone: 262-763-3561       | Fax: 262-767-9917                        |

We hereby propose to make the following changes:

Fill to Subgrade with Breaker Run Material due to Unsuitable Soils

Export Soils that cant be used as fill material. Projected at 1 Hr/Rnd Export

Credit Cut to Fill On-Site. 1000 CY at \$7.70/CY

**Change Order Price \$ 57,463.60**

If not denied within 48 hours, both parties agree that this work is approved and will be paid.  
We are requesting a time extension of 0 days in conjunction with this change.

|                          |    |
|--------------------------|----|
| <b>Wanasek Use</b>       |    |
| To PM: 04/15/2024        | CM |
| <b>PM Authorization:</b> |    |
| <b>Sent to customer:</b> |    |

Change Order Request Summary

24-251 09-001

04/15/2024

| Labor Type      | Man Hours |    | \$/Hr  | Total       |
|-----------------|-----------|----|--------|-------------|
| Foreman         | 8         | \$ | 99.00  | \$ 792.00   |
| Operator        | 16        | \$ | 99.00  | \$ 1,584.00 |
| Laborer         |           | \$ | 90.75  | \$ -        |
| Truck Driver    |           | \$ | 80.50  | \$ -        |
| Foreman OT      |           | \$ | 139.25 | \$ -        |
| Operator OT     |           | \$ | 139.25 | \$ -        |
| Laborer OT      |           | \$ | 123.25 | \$ -        |
| Truck Driver OT |           | \$ | 113.00 | \$ -        |

|                 |    |          |
|-----------------|----|----------|
| Subtotal :      | \$ | 2,376.00 |
| Mark-Up - 15% : | \$ | 356.40   |
| Total Labor :   | \$ | 2,732.40 |

| Material    | Quantity | Units | Cost     | Total        |
|-------------|----------|-------|----------|--------------|
| BREAKER RUN | 2000     | TON   | \$ 16.60 | \$ 33,200.00 |
|             |          |       |          | \$ -         |
|             |          |       |          | \$ -         |
|             |          |       |          | \$ -         |
|             |          |       |          | \$ -         |

|                    |    |           |
|--------------------|----|-----------|
| Subtotal :         | \$ | 33,200.00 |
| Sales Tax - 5.0% : | \$ | 1,660.00  |
| Mark-Up - 15% :    | \$ | 5,229.00  |
| Total Materials :  | \$ | 40,089.00 |

| Lease Trucks | Quantity | Units | Cost | Total |
|--------------|----------|-------|------|-------|
|              |          | Hours |      | \$ -  |

|                   |    |   |
|-------------------|----|---|
| Subtotal :        | \$ | - |
| Mark-Up - 15% :   | \$ | - |
| Total Materials : | \$ | - |

| Equipment               | Hours |    | Cost   | Total       |
|-------------------------|-------|----|--------|-------------|
| FOREMAN TRUCK           | 8     | \$ | 29.50  | \$ 236.00   |
| DOZER - LARGE           | 8     | \$ | 157.25 | \$ 1,258.00 |
| COMPACTOR,SMOOTH, LARGE | 8     | \$ | 90.00  | \$ 720.00   |
|                         |       |    |        |             |
|                         |       |    |        |             |

|                   |    |          |
|-------------------|----|----------|
| Subtotal :        | \$ | 2,214.00 |
| Mark-Up - 15% :   | \$ | 332.10   |
| Total Equipment : | \$ | 2,546.10 |

| Subcontractor | Total |
|---------------|-------|
|               |       |
|               |       |
|               |       |

|                        |    |   |
|------------------------|----|---|
| Subtotal :             | \$ | - |
| Mark-Up - 5% :         | \$ | - |
| Total Subcontractors : | \$ | - |

|                               |                   |                     |
|-------------------------------|-------------------|---------------------|
| <b>Change Order Subtotal:</b> | <b>04/15/2024</b> | <b>\$ 45,367.50</b> |
|-------------------------------|-------------------|---------------------|

**Change Order Request Summary**

24-251 09-001  
DATE

| Labor Type      | Man Hours |    | \$/Hr  | Total     |
|-----------------|-----------|----|--------|-----------|
| Foreman         | 8         | \$ | 99.00  | \$ 792.00 |
| Operator        | 8         | \$ | 99.00  | \$ 792.00 |
| Laborer         |           | \$ | 90.75  | \$ -      |
| Truck Driver    |           | \$ | 80.50  | \$ -      |
| Foreman OT      |           | \$ | 139.25 | \$ -      |
| Operator OT     |           | \$ | 139.25 | \$ -      |
| Laborer OT      |           | \$ | 123.25 | \$ -      |
| Truck Driver OT |           | \$ | 113.00 | \$ -      |

|                      |           |                 |
|----------------------|-----------|-----------------|
| Subtotal :           | \$        | 1,584.00        |
| Mark-Up - 15% :      | \$        | 237.60          |
| <b>Total Labor :</b> | <b>\$</b> | <b>1,821.60</b> |

| Material | Quantity | Units | Cost     | Total       |
|----------|----------|-------|----------|-------------|
| DUMP FEE | 80       | EA    | \$ 35.00 | \$ 2,800.00 |
|          |          |       |          | \$ -        |
|          |          |       |          | \$ -        |
|          |          |       |          | \$ -        |
|          |          |       |          | \$ -        |

|                          |           |                 |
|--------------------------|-----------|-----------------|
| Subtotal :               | \$        | 2,800.00        |
| Sales Tax - 5.0% :       | \$        | 140.00          |
| Mark-Up - 15% :          | \$        | 441.00          |
| <b>Total Materials :</b> | <b>\$</b> | <b>3,381.00</b> |

| Lease Trucks | Quantity | Units | Cost      | Total        |
|--------------|----------|-------|-----------|--------------|
| Lease Trucks | 80       | Hours | \$ 125.00 | \$ 10,000.00 |

|                          |           |                  |
|--------------------------|-----------|------------------|
| Subtotal :               | \$        | 10,000.00        |
| Mark-Up - 15% :          | \$        | 1,500.00         |
| <b>Total Materials :</b> | <b>\$</b> | <b>11,500.00</b> |

| Equipment            | Quantity | Units | Cost   | Total       |
|----------------------|----------|-------|--------|-------------|
| EXCAVATOR 100,000 LB | 8        | \$    | 179.00 | \$ 1,432.00 |
| DOZER - LARGE        | 8        | \$    | 157.25 | \$ 1,258.00 |
|                      |          |       |        |             |
|                      |          |       |        |             |
|                      |          |       |        |             |

|                          |           |                 |
|--------------------------|-----------|-----------------|
| Subtotal :               | \$        | 2,690.00        |
| Mark-Up - 15% :          | \$        | 403.50          |
| <b>Total Equipment :</b> | <b>\$</b> | <b>3,093.50</b> |

| Subcontractor      | Total         |
|--------------------|---------------|
| CUT TO FILL CREDIT | \$ (7,700.00) |
|                    |               |
|                    |               |

|                               |           |                   |
|-------------------------------|-----------|-------------------|
| Subtotal :                    | \$        | (7,700.00)        |
| Mark-Up - 0% :                | \$        | -                 |
| <b>Total Subcontractors :</b> | <b>\$</b> | <b>(7,700.00)</b> |

|                               |             |                     |
|-------------------------------|-------------|---------------------|
| <b>Change Order Subtotal:</b> | <b>DATE</b> | <b>\$ 12,096.10</b> |
|-------------------------------|-------------|---------------------|



STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION TO AWARD LANDMARK STRUCTURES I, LP  
CHANGE ORDER NO. 1 FOR  
ELEVATED WATER STORAGE TANK (CONTRACT B) AT  
8120 S. LOVERS LANE ROAD (TKN 801-9986-000)  
IN THE AMOUNT OF \$67,932

-----  
WHEREAS, the City of Franklin awarded Landmark Structures I, LP for the construction of the Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) in the amount of \$6,833,000; and

WHEREAS, unsuitable soils were found for stabilizing the area surrounding the towers; and

WHEREAS, a geotechnical investigation explored many options to stabilize the soil and the least expensive option was to add a significant amount of aggregate.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize change order 1 to Landmark Structures I, LP for adjustments related to unforeseen ground conditions.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Landmark Structures I, LP 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 \_\_\_\_\_

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|--|--|--|
| <b>APPROVAL</b>                        | <b>REQUEST FOR<br/>COUNCIL ACTION</b>    | <b>MEETING DATE</b><br><b>5-7-2024</b> |
| <b>Reports and<br/>Recommendations</b> | <b>Designation of Official Newspaper</b> | <b>ITEM NUMBER</b><br><i>G. 6.</i>     |

Each year the Council must designate the official newspaper for the City of Franklin in which the City publishes its official notices. Pursuant to Chapter 61, Franklin Municipal Code and Wis. Stat § 985.03, bids were solicited and the one bid received was opened May 1, 2024.

Attached for your review is the bid received, which is from NOW Media Group (South Now).

**COUNCIL ACTION REQUESTED**

Motion adopting Resolution No. 2024-\_\_\_\_\_ resolution designating an official newspaper.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024-

A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER

---

WHEREAS, The Wisconsin State Statutes, Chapter 985 provide that the City of Franklin name an official newspaper to publish their legal notices; and

WHEREAS, bids have been solicited pursuant to Section 61, Franklin Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that NOW Media Group (NOW) is hereby designated as the official newspaper of the City of Franklin for one (1) year commencing May 1, 2024 and ending April 30, 2025.

BE IT FURTHER RESOLVED that the price of publication shall not exceed the legal rate for like work.

Introduced at a regular meeting of the Common Council of the City of Franklin on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES NOES ABSENT

|                           |   |                                   |
|---------------------------|---|-----------------------------------|
| APPROVAL                  | REQUEST FOR COUNCIL ACTION  | MTG. DATE<br>May 7, 2024          |
| Reports & Recommendations | Substitution of Alternative Insurance Coverage Provisions in the Contract for Watermain Extension on the East Frontage Road of South Lovers Lane Road from South Phyllis Lane to West Herda Place with A.W. Oakes & Son, Inc. | ITEM NO.<br>Ald. Dist. 6<br>G. 7. |

**BACKGROUND**

On March 19, 2024, Council awarded the contract for watermain extension on the east frontage road of South Lovers Lane Road from South Phyllis Lane to West Herda Place to A.W. Oakes & Son, Inc., in the amount of \$217,472.00.

**ANALYSIS**

The contract, as advertised for bid, includes our standard insurance requirements (below). During the process to execute the contract, the contractor proposed alternative insurance coverages that vary from our standard form, but exceed our requirements.

Staff consulted the Wisconsin Municipal Mutual Insurance Company (LWMMIC) on the proposed alternative insurance coverage and feels is an acceptable substitution to meet the City's insurance coverage needs.

| Standard City Requirements ( <u>proposed alternative</u> )   |   |
|--|---|
| A. General/Commercial Liability  | \$2,000,000 ( <del>\$1,000,000</del> ) per each occurrence for bodily injury, personal injury, and property damage<br>\$4,000,000 ( <del>\$2,000,000</del> ) per general aggregate,<br><br><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<br><br><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>   |
| C Contractor's Pollution Liability (If applicable)   | \$1,000,000 per occurrence ( <del>\$5,000,000 per occurrence</del> )<br>\$2,000,000 aggregate ( <del>\$10,000,000 aggregate</del> )<br><br><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>  |
| Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability | \$10,000,000 ( <del>\$5,000,000</del> ) per occurrence for bodily injury, personal injury, and property<br>\$2,000,000 ( <del>\$5,000,000 aggregate</del> ) minimum aggregate per person, per aggregate<br><br><b><u>(\$10,000,000 excess \$10M x \$5M)</u></b><br><br><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i> |
| D. Worker's Compensation and Employers' Liability  | Statutory<br><br><i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>  |
| <del>E. Professional Liability</del>   | <del>\$2,000,000 single limit (<u>removed as this is not applicable on this project</u>)</del>  |

**OPTIONS**

A. Approve the substitution of alternative insurance coverage provision in the contract as proposed by A.W. Oakes & Son, Inc. and finalize the contract as authorized by Common Council March 19, 2024.

**FISCAL NOTE**

There is no fiscal impact to the City with the alternative insurance provided.

**RECOMMENDATION**

Motion to approve the substitution of alternative insurance coverage provisions in the contract for the watermain extension on the east frontage road of South Lovers Lane Road from South Phyllis Lane to West Herda Place with A.W. Oakes & Son, Inc.

Engineering Department: TAB

|   |  |   |
|---|--|---|
| <p style="text-align: center;"><b>APPROVAL</b></p>                          | <p style="text-align: center;"><b>REQUEST FOR<br/>COUNCIL ACTION</b></p>   | <p style="text-align: center;"><b>MEETING DATE</b><br/>05/07/2024</p> |
| <p style="text-align: center;"><b>REPORTS &amp;<br/>RECOMMENDATIONS</b></p> | <p style="text-align: center;"><b>Authorize the Professional Services Agreement<br/>between the City of Franklin and Konica Minolta<br/>Business Solutions USA, Inc. to Provide Document<br/>Management System (DMS) Software, Licenses,<br/>Scanners, and Implementation Services--<br/>Funded by Account Number 41-0144-5841</b></p> | <p style="text-align: center;"><b>ITEM NUMBER</b><br/><br/>C. 8.</p>  |

**Background:**

The City of Franklin is currently storing all documents on legacy Windows 2016 file servers, using standard Microsoft Search indexing for the finding and retrieval of documents. Documents are placed within folders contained on department drives, where the folder tree structure indicates the categorization and type of documents being stored. In 2018, during the last copier refresh, OCR (object character recognition) was put in place by the introduction of a central server. OCR allows for finding specific text within the digest of the document, but it is also enabling any OCR document to be full-text-indexed by the Microsoft Search service as well. This allows rudimentary and basic searching of documents by subject or digest text. Searching for documents is extremely slow and hit-or-miss, as not all files contained within the department drives are OCR enabled.

Several document management system (DMS) projects have been conceived and proposed over the last five years. A DMS stores all electronic files for an organization and places them within a single database. Files are retrieved from the database using search criteria, instead of the traditional method of organizing files within folders. Metadata tags are placed on the file upon creation. The tags indicate common attributes such as: creation date, author, version number, document type (per taxonomy), project name, associated party, etc. Upon importing the document into the management database, an OCR scan is performed and the digest of text is added to specialized indexes. Every single document added to the DMS is automatically OCR and indexed. Users find and retrieve documents using special search tools, that allow drill-down mining of the documents until the correct document set is located. Often a company taxonomy is created, which is a standard table of document types and forms used throughout the organization as part of the library archival process. It is common that the same taxonomy that is used internally within the organization also be used on the company's website, so finding documents online uses the same classifications and categorizations.

**Recommendation:**

For the 2024 Capital IT budget, the Common Council approved \$71,835 for the initial implementation of a DMS, along with implementation and paper document scanning services. Square 9 has the capability. The software vendor at the beginning of 2024 did change software licensing models, where the previous licensing utilized concurrent users and would allow for licenses to be shared across departments. The software licensing model changed and all subscriptions are now based upon named user. This limits the number of licenses that can be purchased using the allocated funds. For this reason, the scope of the project is being limited to a single department for 2024.

Engineering was chosen to be the first department onboard onto the new DMS platform for several reasons:

- The department has a fair number of custom document types and diagrams, but most of these are not being stored in BS&A.
- Many of the forms are single department and some are legacy. These do not need to be incorporated into a larger inter-department workflow.

- The Engineering Department (along with Planning) is at the very beginning of the development process, hence documents in the DMS to be exposed to other departments later on.
- The department constantly receives open records requests. The increased search functions would be of great value in fulfilling these requests.

Konica Minolta Business Solution was selected as the vendor of choice, due to the vendor not only having experience implementing complex DMS and associated taxonomies, moreover, the vendor has direct experience scanning backfile of various document types using offsite professional imaging equipment and is six-sigma certified. The vendor has the capability of taking a large number of backfile documents that cannot be easily scanned by conventional scanners, and professionally imaging and tagging these documents offsite and integrating them into the DMS. This project consists of three major objectives:

1. Building the local DMS server, creating an enterprise taxonomy for document tagging, and importing existing electronic file archives into the library database.
2. Installing Kodak S3120 high-capacity document scanner that can perform automatic image correction and batch processing. This is preferred over using a standard copier for scanning.
3. Backfile documents that are too large or cumbersome to image using the Kodak scanner will be sent offsite and professionally captured by Konica Minolta Business Services. After the documents are scanned and tagged, they will be imported into the DMS.

**Fiscal Impact:**

The DMS project has three separate components for pricing based upon the objective. The cost of software, licenses, and implementation services is estimated to be \$41,490. Integration for external website searches requires and additional \$6,256 (optional) licenses. The cost of the Kodak S3120 scanner and software is \$9,430, which will be used by Engineering staff to begin scanning paper documents into the Engineering library. Any residual funds will be used to have documents professionally scanned, with a focus on materials that cannot be easily performed by internal staff.

**Total Project Budget: \$71,835**

|  |                      |
|--|----------------------|
| <b>Square 9 Software Licensing (30 named users):</b> | <b>\$41,490</b>      |
| <b>Square 9 Web Licensing:</b>                       | <b>6,256</b>         |
| <b>Kodak S3120 Batch Scanner:</b>                    | <b>9,430</b>         |
| <b>Offsite Document Scanning Services:</b>           | <b><u>14,659</u></b> |
| <b>Total Services:</b>                               | <b>\$71,835</b>      |

**COUNCIL ACTION REQUESTED**

Motion to authorize the Professional Services Agreement between the City of Franklin and Konica Minolta Business Solutions USA, Inc. to provide Document Management System (DMS) Software, Licenses, Scanners, and Implementation Services, not to exceed the total project cost of \$71,835 funded by Account Number 41-0144-5841, with the City Attorney and Director of IT authorized to make minor technical modifications to the service agreement.



**AGREEMENT**

This AGREEMENT, made and entered into this 7th day of May, 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Konica Minolta Business Solutions U S A, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 100 Williams Drive, Ramsey, NJ 07446,

Deleted: \_\_\_\_\_  
Deleted: \_\_\_\_\_

**WITNESSETH**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT, and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Document Management System and Implementation Services

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 City of Franklin, as described in CONTRACTOR's proposal to CLIENT dated March 5, 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. \_\_\_\_\_

**II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$71,835], 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

Deleted: 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

- B Total price will not exceed budget of \$71,835 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 City of Franklin Director of IT 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, James Matelski, Director of IT, 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 either party, for its convenience, for any or no reason, upon written notice to the other party. Notwithstanding the foregoing, termination for convenience will apply to any pending or open orders, which have yet to be installed at CLIENT locations. However, equipment installed prior to the date of termination of the agreement will be obligated to remain in place for the full term of its respective lease period unless canceled for CONTRACTOR default on service obligations. Cancellation of

Deleted CLIENT  
Deleted CONTRACTOR

any lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or become due plus the cost of returning the product to a location and in a manner designated by CONTRACTOR. 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

**Deleted:** This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice

- 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**

**Commented [1]:** This must be reviewed by Lynne Ransom

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 ( <i>Must have General/Commercial</i> ) | \$2,000,000 per each occurrence for bodily injury, personal injury, and property damage<br>\$4,000,000 per general aggregate,<br><br><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i> |
| B Automobile Liability ( <i>Must have auto liability</i> )             | \$1,000,000 combined single limit<br><br><i>CITY shall be named as an additional insured on a primary non-contributory basis</i>  |
| C Contractor's Pollution Liability ( <i>If applicable</i> )            | \$1,000,000 per occurrence<br>\$2,000,000 aggregate<br><br><i>CITY shall be named as an additional insured on a primary non-contributory basis</i>  |

|  |   |
|--|---|
| 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<br><br><i>CITY shall be named as an additional insured on a primary non-contributory basis</i> |
| E Worker's Compensation and Employers' Liability ( <i>Must have workers compensation</i> )                                 | Statutory<br><br><i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers compensation law</i>                            |
| F Professional Liability (Errors & Omissions) ( <i>If applicable</i> )   | \$2,000,000 single limit  |

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be ~~canceled~~ without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above

**Deleted:** cancelled

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. ~~CONTRACTOR agrees to indemnify, defend and hold harmless the CLIENT, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from third party claims of bodily injury, including death, or damage to real or tangible property, to the extent proximately caused, as determined by a court of competent jurisdiction in a final adjudication, by CONTRACTOR'S negligence or greater culpability. CONTRACTOR'S indemnification obligations are expressly conditioned upon CLIENT (i) promptly notifying CONTRACTOR of any claim in writing, (ii) cooperating with CONTRACTOR in the defense of the claim, and (iii) granting CONTRACTOR sole control of the defense and settlement of the claim.~~

**Deleted:** 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

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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 May 7, 2024.

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## 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 promptly 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.

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**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 | Konica Minolta Business Solutions USA Inc |
| BY _____                    | BY _____                                  |
| PRINT NAME John R Nelson    | PRINT NAME _____                          |
| TITLE Mayor                 | TITLE _____                               |

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Shirley Roberts

TITLE City Clerk

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE \_\_\_\_\_

Approved as to form

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

DATE \_\_\_\_\_



| <b>Company Name</b> |  | <b>Document Date</b>   |
|---------------------|--|------------------------|
| City of Franklin    |  | Mar 5, 2024            |
| <b>Project Name</b> |  | <b>Expiration Date</b> |
| City Forms and BPO  |  | Apr 5, 2024            |

Distribution List

| <b>Name</b>    | <b>Organization</b> | <b>Position</b>               | <b>Email</b>                    |
|----------------|---------------------|-------------------------------|---------------------------------|
|                | City of Franklin    | Project Contact               | jmatelski@franklinwi.gov        |
| Clem Klima     | Konica Minolta      | Account Manager               | CKlima@kmbs.konicaminolta.us    |
| Myles Hamilton | Konica Minolta      | PreSales Engineer             | Mhamilton@kmbs.konicaminolta.us |
| Korey Heron    | Konica Minolta      | Professional Services Manager | Kheron@kmbs.konicaminolta.us    |

**Introduction**

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This is a Statement of Work (SOW) that outlines the professional services required for the implementation of the proposed solution described below. The items outlined here are based on the current understanding of requirements at the time of this document's creation.

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# Document Properties

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To better understand this SOW, the following definitions are provided

- **Application** – An area for the software to be deployed in for example a particular department
- **Document** – A digital record containing one or more pages
- **Page** – A single image, a part of a document
- **Archive** – A container where documents are permanently stored
- **Inbox** – A temporary location where documents are stored typically used to store documents prior to indexing the document for more permanent storage
- **Index Field** - A container used to hold descriptive data about a document
- **Metadata** - Descriptive data about a document
- **Indexing** – The act of adding metadata to describe a document
- **Workflow** – A process that facilitates the capture of a document or action to be taken on a document, for example an approval
- **Notification** – An email to indicate a new document or a document meeting specific criteria
- **Search** – A custom created screen to allow the entry of keywords to locate documents using indexed metadata

## Proprietary and Confidential Information

The enclosed materials are proprietary to Konica Minolta Business Solutions U S A , Inc , hereafter referred to as Konica Minolta, and City of Franklin Konica Minolta reserves the right title and interest to such materials The terms, conditions and information set forth herein are confidential to Konica Minolta and City of Franklin may not be disclosed in any manner to any person other than the addressee together with its officers employees and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended These materials may not be used in any manner other than for such limited purpose Any unauthorized disclosure, use reproduction or transmission is expressly prohibited without the prior written consent of Konica Minolta

This Statement of Work (SOW) is valid for 30 days from the date of this document

# Executive Summary

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## Introduction & Background

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This Statement of Work ( SOW”) effective as of the date indicated by the last signing party below is made by and between Konica Minolta Business Solutions U S A Inc ( We” or “Konica Minolta”) and City of Franklin (“You” or “Customer”) This SOW is subject to the Terms and Conditions of Service which are attached hereto as Exhibit A and incorporated herein by this reference and the Member-Supplier Joinder Agreement dated as of April 10 2019 by and between Konica Minolta and Customer In the event of any conflict between the Terms and Conditions of Service in Exhibit A and the Member-Supplier Joinder Agreement the Terms and Conditions of Service in Exhibit A shall prevail but only with respect to this particular SOW

The Konica Minolta SMB Professional Services Group would like to thank you for the opportunity to provide the services described in this SOW ( Project”) We believe that your Project goals can be best optimized through a cohesive approach that matches your expectations with our understanding of the deliverables

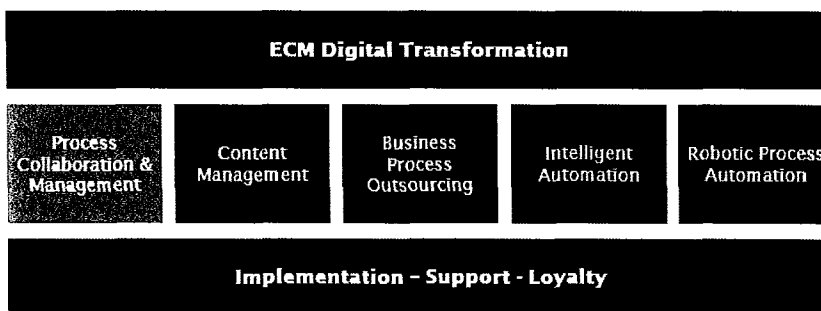
Within this SOW, we will provide you with detailed information on the scope of your Project including assumptions, engagement tasks and a Project plan We encourage you to review this document carefully to ensure the successful delivery of your Project

## About Us

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Konica Minolta Business Solutions U S A Inc is a leader in content management technology optimization and cloud services Our solutions help organizations improve their speed to market manage technology costs and facilitate the sharing of information to increase productivity

Konica Minolta Content Management designs roadmaps through process collaboration deploys solutions and utilizes support tools to help manage content enhance security, integrate with core business systems replace legacy systems and accelerate processes with intelligent and robotic process automation Our solutions capture and distribute documents in any form, automate routing maintain compliance preserve records and more -- to speed the flow of information control costs and make all essential business processes more productive



From business process outsourcing to content management we guide our customers to the best solution for their digital transformation Through our consultative process we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals

The world runs on innovation We shape it

# Project Plan

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## PROJECT SUMMARY

City of Franklin has expressed interest in digitizing and automating their Engineering documents

Konica Minolta will configure a solution for storing Engineering documents to GlobalSearch

## PROJECT KICK-OFF CALL

The Project Kickoff call is performed prior to project start date. This call should include Business Users and IT Staff. The purpose of the call is to

- Ensure customer readiness prior to the project
- Verify the customer has the proper hardware in place for the project
- Discuss customer expectations
- Discuss project deployment and rollout

## ANALYSIS AND DISCOVERY

Discussion with Customer on the desired configuration. This discussion should involve any affected business users, questions you should be prepared to answer include

- How are you currently storing documents?
- What are you storing?
- How are they stored and indexed i.e. file number name vendor, etc
- How are they being received?

## INSTALLATION

- GlobalCapture & GlobalSearch Installation
  - Installation of GlobalCapture & GlobalSearch on one (1) server
  - Customer is responsible for basic setup and configuration of server infrastructure prior to Konica Minolta engagement. Minimum hardware requirements can be found at <http://info.square-9.com/hardware-requirements>
  - For customers with an existing SQL instance, Konica Minolta will need access to the server for creation of 6 user databases. If Konica Minolta will not have access to the SQL instance, databases need to be configured prior to the engagement and a SQL user with DB Ownership on the databases is required.
  - If customer wishes to leverage email notifications, customer will need an SMTP mail gateway available and configured. Konica Minolta will not setup or configure the gateway. User/ Password/ Address details should be conveyed prior to the engagement. A SMTP gateway supporting non-SSL traffic is required for notifications.
  - This project does not include the installation of a test or development environment.

## CONFIGURATION

- Konica Minolta will create one (1) archive for the storage of Engineering documents. The following fields will be assigned to the archive
  - Parcel number / tax key number
  - Sub parcel
  - Sub division Name
  - Document date
  - Category
    - General
    - City owned properties
    - CSM s
    - Drainage
    - Electric
    - Erosion Control
    - Flood Plain files
    - Highway Files
    - Industrial Park
    - Insurance
    - Sanitary Sewer Files
    - Lighting
    - Land Combination
    - Miscellaneous
    - Oil Pipeline
    - Parks
    - Landfills/Salvage Yards
    - Roads
    - Construction Inspection Services Requirements
    - Tube Files
    - Flat Files
  - Document type ( drop down list to be supplied by Client )
  
- Konica Minolta will create one (1) GlobalCapture workflow for capture of submitted Engineering documents
  - Documents will be released to GlobalSearch archive
  - Users will access document awaiting indexing from a document queue

#### TRAINING AND GO LIVE

- Proof of Concept Delivery Konica Minolta will demonstrate the end to end solution with primary business users and document any necessary changes
  
- Administrator and End User Training
  - Konica Minolta PSG will train customer on
    - How to access their GlobalForms platform
    - How to access their GlobalSearch Platform
    - How to complete the forms process
    - How to search for documents in their archives

- How to index documents by manual indexing KeyFree or internal DataXChange
- How to create archives fields searches and apply security
- Go-Live Support – Konica Minolta assists end users in becoming familiar with and using the product ensuring they are comfortable with the product prior to the project ending

## PROPOSED WORKFLOW PROCESS

### **Proposed Process – Engineering documents**

- 1 Documents will be scanned individually or saved to a predefined network directory
  - a Documents will be scanned from an MFP device and desktop scanners. Expectation is desktop scanners will produce higher quality scanned document
  - b Document resolution should be 300 dpi. Documents should be scanned as a multi-page tiff. Scanning at lower resolution than 300 dpi will result in poor quality scans and low capture success
  - c Capture devices may employ image enhancement processes (deskew, despeckle etc ) to increase scan quality. Poorly scanned documents will result in low percentages of successful data extraction
- 2 Documents will be released to GlobalSearch archives
- 3 Users will access documents awaiting indexing from Queue search
  - a Users will index documents with manual or Key free indexing
- 4 Custom searches will be created to enable the efficient retrieval of documents from GlobalSearch

# Customer Requirements

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Konica Minolta's ability to successfully complete your Project in accordance with this SOW is predicated on your compliance with these Customer Requirements and the Engagement Tasks outlined above. Failure to properly provide adequate resources or meet the requirements in this SOW will result in increases in the Project Fees shown in the attached order agreement, delay Project delivery, and may require purchase of additional Professional Services not covered in this SOW. If you have any questions, please contact your Konica Minolta Regional Sales Manager.

City of Franklin agrees to

- Provide the proper network infrastructure to support the proposed systems in order to ensure no system conflicts, proper security levels, and performance.
- Back up own data and documents prior to the start of the Project. Konica Minolta is not responsible for any loss of data resulting from failure to take these precautions.
- If you have an existing SQL instance, Konica Minolta will need access to the server for creation of 6 user databases. If Konica Minolta will not have access to the SQL instance, databases need to be configured prior to the engagement and a SQL user with DB Ownership on the databases is required.
- If outbound email notifications will be used, an SMTP mail gateway must be setup prior to the engagement. User/ Password/ Address details should be conveyed prior to the engagement. A SMTP gateway supporting non-SSL traffic is required for notifications.
- If capture of documents via email will be used, you are responsible for providing an email account supporting IMAP, POP3, or Microsoft Exchange.
- Be responsible for all configuration related to exposing internal resources to the public Internet (if necessary) and
- Comply with all reasonable requests made by Konica Minolta during the execution of the Project Plan to ensure timely and successful completion of the Plan.

## Final Considerations

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**Change in Scope** In the event of any changes to the scope of the Project, a formal change order process will be initiated. Prior to any changes to the Project, you and Konica Minolta will discuss

- Description of change
- Reasons why the scope change is considered out of scope,
- Effort to make the change, and
- Discussion as to whether the change is chargeable

The change in scope will be clearly documented in a change order ("Change Order") authorized by you and Korey Heron, Konica Minolta ECM SMB Professional Services Manager, Tel 401-298-1034, [ProServSMB@kmb.konicaminolta.us](mailto:ProServSMB@kmb.konicaminolta.us)

**UAT and Project Completion:** You will have thirty (30) days after Project completion to notify Konica Minolta in writing of any problems with the Services or deliverables. If not such notice is given with that time period, the deliverables and the Project shall be deemed accepted in full.

**Scheduling:** Upon receipt of your signed Statement of Work, Konica Minolta will provide you with an estimated delivery date notice. If you have questions regarding the delivery date, please contact [ProServSMB@kmb.konicaminolta.us](mailto:ProServSMB@kmb.konicaminolta.us). If the delivery date is not acceptable, you may reschedule the date by notifying [ProServSMB@kmb.konicaminolta.us](mailto:ProServSMB@kmb.konicaminolta.us) within 48 hours of receipt of the delivery date notice.



# Project Estimate Pricing

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This Project is a fixed fee pre-paid project. You agree to pay the Total Project Fee shown in the attached Order Agreement plus pre-approved travel and expenses, and any authorized Change Orders in accordance with the payment terms set forth herein.

| Item #     | Description                        | Quantity | Total      |
|------------|------------------------------------|----------|------------|
| 7640020150 | BIS ECM ProServ SMB Remote per Day | 5        | \$8,600.00 |

## PAYMENT TERMS

(a) Konica Minolta invoices are payable Net 30 days from date of invoice. Any undisputed invoice not paid by the due date shall be subject to a monthly finance charge of 1.5%. Konica Minolta shall be entitled to the costs of collecting any undisputed past due amount, including reasonable attorneys' fees. All checks returned for insufficient funds shall be repaid with certified check and shall include bank fees.

(b) Prices shown in the attached Order Agreement do not include sales, use, excise, or similar applicable taxes, payment of which shall be your responsibility. Proof of tax-exempt status must be on file with Konica Minolta prior to commencement of the Services in order for this Project to be treated as a tax exempt transaction.

(c) Cancellation of scheduled Project dates must be made with a minimum of five (5) business days' notice. If an assigned technician loses work time due to insufficient notice, you agree to pay 25% of the prevailing technician per diem rate plus any pre-approved travel expenses. If you cancel the Services for any reason after Konica Minolta has commenced work, you will be liable for all costs incurred up to and including the date of cancellation.

## Required Components

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The following components are required for this engagement

- GlobalSearch
- GlobalCapture
- GlobalForms

## Document History

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| Date        | Version | Author         | Comment      |
|-------------|---------|----------------|--------------|
| Mar 7, 2024 | V1.0    | Myles Hamilton | SOW creation |
|             |         |                |              |

# Statement of Work Acceptance

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CLIENT **City of Franklin**

AGREED AND ACCEPTED by an authorized representative of each party

## Client Approval

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Approver

Signature

Date Signed

## Konica Minolta Business Solutions U.S.A., Inc. Approval

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IIM Sales Director / Manager

Signature

Date Signed

---

Professional Services Director / Manager

Signature

Date Signed

## **Exhibit A: Terms and Conditions of Service**

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1 Independent Contractor Status The parties shall at all times be independent contractors. Nothing in this SOW shall be construed to create a relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

2 Intellectual Property

(a) Each party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in the SOW shall be construed to give either party any right to the other party's property absent an express grant of such right in the SOW.

(b) All Customer data inserted by Konica Minolta into any software or custom-developed application for purposes of providing Services under this SOW shall remain the sole property of Customer, provided, that such software or custom-developed application shall remain the property of the software maker or the application developer, as the case may be. Customer may use such software or application in accordance with the terms of this SOW and the End User License SOW applicable to the software or application.

(c) Konica Minolta hereby represents and warrants that it has obtained all licenses necessary to use and sub-license third-party intellectual property for purposes of this SOW.

3 Other Customers of Konica Minolta Customer acknowledges and agrees that Konica Minolta is in the business of developing document imaging and document management systems, and that Konica Minolta shall have the right to provide to third parties services which are the same as or similar to the Services.

4 Confidentiality and Non-solicitation

(a) Confidential Information' shall mean any information relating to or disclosed during the course of performance of this SOW, whether in tangible form or otherwise, which is either marked as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party or should be reasonably understood by the receiving party to be proprietary to the disclosing party. Confidential Information shall not include any information which is or becomes generally available to the public in the absence of a breach of this SOW, is in possession of a party prior to its disclosure by the other party, or becomes available from a third party not in breach of any obligations of confidentiality to the disclosing party. Each party acknowledges that it may receive Confidential Information of the other party relating to its technical, marketing, product, or business affairs. Each party shall hold Confidential Information in strict confidence and shall not disclose or use it without the express written consent of the other party, except as required by law, or as otherwise contemplated in this SOW.

(b) The parties covenant and agree that during the Term of this SOW and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor, or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment). The parties agree that any breach of the foregoing covenant would result in harm to the non-breaching party and that the amount of legal damages would be difficult to determine. Accordingly, the parties agree that for each such employee or ex-employee retained in violation of this Section 4(b), the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. The parties agree that such liquidated damages shall constitute a reasonable

estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This Section 4(b) shall not apply to individuals who respond to a general advertisement of employment on their own sole initiative without any direct or indirect solicitation or inducement by a party.

5 Limited Warranty Konica Minolta warrants that all Services shall be performed in a professional manner in accordance with generally applicable industry standards and as described in the Schedules. Konica Minolta shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Customer or a third party. THIS SECTION 5 SETS FORTH THE ONLY WARRANTIES MADE BY KONICA MINOLTA. KONICA MINOLTA HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KONICA MINOLTA ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

6 Limitations of Liability

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA OR LOSS OR INCREASED EXPENSE OF USE) WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. KONICA MINOLTA SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(b) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KONICA MINOLTA'S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF SERVICES PERFORMED UNDER THE SOW, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY CUSTOMER TO KONICA MINOLTA FOR THE SERVICES IN QUESTION UNDER THE SOW.

7 Assignment The SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section 7 shall be void.

8 Disputes, Governing Law, Arbitration, Attorney's Fees New York law, without regard to its conflict of laws principles, shall govern and enforce the SOW. Any legal action between the parties arising out of or related to the SOW shall be adjudicated by binding arbitration by JAMS, Inc. in New York, NY, in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9 Complete Understanding, Modification The SOW shall constitute the full and complete understanding and agreement between the parties regarding the subject matter thereof and

shall supersede all prior or contemporaneous negotiations discussions or agreements whether written or oral, between the parties regarding the subject matter contained therein Any waiver modification or amendment of any provision of the SOW shall be effective only if in writing and signed by both parties

10 Counterparts This SOW may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original The parties agree (i) that facsimile or electronic signature shall be accepted as original signatures and (ii) that the SOW may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original In any legal proceeding relating to the SOW the parties waive their respective right to raise any defense based on the execution of this SOW in counterparts or the delivery of such executed counterparts by copy, facsimile or electronic delivery

11 Waiver and Severability Waiver or failure by either party to exercise any right or obligation provided for in the SOW shall not be deemed a waiver of any further right or obligation thereunder If any provision of the SOW is found by a court of competent jurisdiction to be unenforceable for any reason the remainder of the SOW shall continue in full force and effect

12 Force Majeure Neither party shall be liable to the other for any delay or failure to perform any obligation under the SOW (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes blockade, war terrorism riots, fire, floods, earthquakes or other natural disasters and power outages insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost and such party resumes performance hereunder as soon as possible

13 Compliance with Laws Each party shall at its own cost and expense comply fully with all laws, statutes administrative orders, or regulations applicable to the Services, including regulations of the U S Department of Commerce and the U S Export Administration Act to assure that the Services, including any deliverables, are not exported in violation of U S law

14 Notices Any notice or communication required or permitted to be given under the SOW shall be in writing to the notice addresses set forth below and shall be deemed given when any one of the following delivery methods is completed (i) upon receipt if by personal delivery (ii) by electronic mail to primary point of contact with subsequent written letter sent by U S mail or (iii) one day after it is sent if by next day delivery by a major commercial delivery service

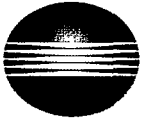
## Appendix B

### City of Franklin DMS System Pricing 3-7-2024

| Product   | Quantity | Unit Price | Total              |
|---|----------|------------|--------------------|
| <b>Square9 Licensing</b>  |          |            |                    |
| GlobalSearch On Premise Perpetual License-Enterprise Essentials Edition       | 30       | 650 00     | 19,500 00          |
| GlobalSearch On Premise Perpetual License-Enterprise Essentials Edition - M&S | 360      | 11 00      | 3,960 00           |
| <b>Square9 Professional Services</b>  |          |            |                    |
| Konica Minolta Professional Services-Remote                                   | 5        | 1,720 00   | 8,600 00           |
| <b>Kodak Scanner, Software, and Support:</b>                                  |          |            |                    |
| Kodak S3120 Scanner- 120 ppm  | 1        | 6,265 00   | 6,265 00           |
| S3120 1Year Onsite NBD Post Warranty Service Contract                         | 1        | 563 00     | 563 00             |
| Kodak S2000 Series Scanner Installation and Operator Training Onsite          | 1        | 550 00     | 550 00             |
| Kodak Capture Pro 4 - 3 Year Support  | 1        | 1,452 00   | 1,452 00           |
| Capture Pro Remote Start Up   | 1        | 600 00     | 600 00             |
| <b>TOTAL</b>  |          |            | <b>\$41,490.00</b> |

| Product   | Quantity | Unit Price | Total             |
|---|----------|------------|-------------------|
| <b>Square9 Optional Public Portal Licensing</b>   |          |            |                   |
| GlobalSearch Public Access Portal - 100 Users     | 1        | 5,000 00   | 5,000 00          |
| GlobalSearch Public Access Portal 100 Users - M&S | 12       | 84 00      | 1,008 00          |
| GlobalSearch Read Only License                    | 1        | 200 00     | 200 00            |
| GlobalSearch Read Only License M&S                | 12       | 4 00       | 48 00             |
| <b>TOTAL</b>                                      |          |            | <b>\$6,256.00</b> |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$47,746.00</b> |
|--------------|--------------------|



KONICA MINOLTA

**RETHINK  
WHAT'S POSSIBLE**



PROPOSAL FOR:

City of Franklin – Scanner Quote

PRESENTED BY:

Clem Klima

Technical Account Manager

Konica Minolta Business Solutions U.S.A., Inc.





KONICA MINOLTA

March 6, 2024

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

At Konica Minolta successful partnerships are built on a shared vision. Based on your key objectives and your organizational vision, Konica Minolta is uniquely positioned to offer the industry leading solutions and innovation that you need, while forming a long-lasting partnership.

Thank you for considering Konica Minolta. We look forward to demonstrating our commitment to you and are confident that our offering will meet your expectations and deliver increased value and efficiencies.

Sincerely,

Clem Klima  
IIM, Technical Account Manager  
cklima@kmbs.konicaminolta.us  
630-918-6938



KONICA MINOLTA

## Executive Summary

Konica Minolta is excited to present our proposal for your Kodak Scanner. You will find our teams of experienced industry professionals are aligned and dedicated to executing and implementing your Kodak Scanner. One of the many elements that make us unique from other providers is our ability to listen to our client's requirements, act on them, and offer innovative solutions and options. We are committed to add value throughout your organization.

Based upon our discussions with you, we understand the following to be your key objectives:

### Key Features and Benefits:

- Kodak light production scanner
- 120 pages per minute scanning
- 500 sheet input capacity up to 11 X 17 inches
- Auto rotate, auto blank page elimination, auto de-skew & de-speckle
- Searchable text
- USB connected to PC provided by the City of Franklin
- Square9 Cover Sheets to separate, route, and index document sets.

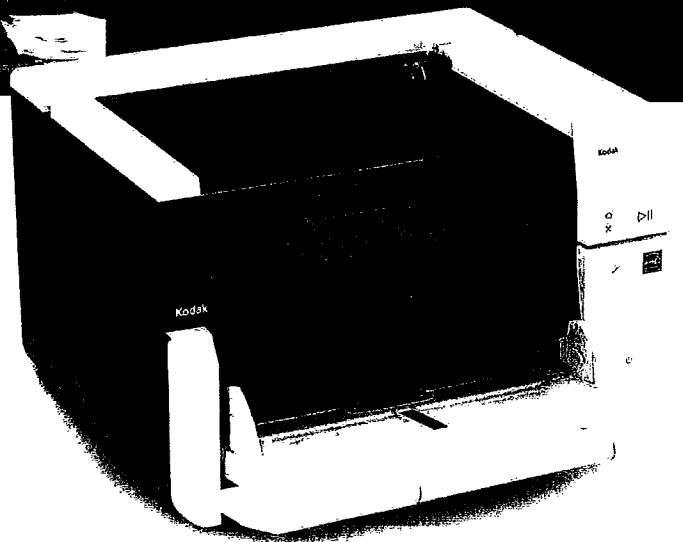
### Kodak Scanner:

| Item   | Description                               | Cost              |
|--|---|-------------------|
| Kodak S3120 Scanner- 120 ppm   | Kodak light production scanner            | \$6,265 00        |
| S3120 1Year Onsite NBD Post Warranty Service Contract                | 1 Year Service Contract                   | \$563 00          |
| Kodak S2000 Series Scanner Installation and Operator Training Onsite | Scanner setup and user training           | \$550 00          |
| Kodak Capture Pro 4 - 3 Year Support                                 | Capture Pro Software with 3 years support | \$1,452 00        |
| Capture Pro Remote Start Up  | Software setup and training               | \$600 00          |
|  | <b>TOTAL</b>                              | <b>\$9,430.00</b> |



Kodak S3000 Series Scanners  
Kodak S3000 Max Series Scanners

## Built for today, ready for tomorrow



### A powerful, connected solution that meets your needs as you grow

Digitize vital information trapped on paper for use in your ERP and CRM systems. Or be ready for technologies like RPA (Robotic Process Automation) to further streamline repetitive tasks and free up your workforce. Whether you're scanning to an application, file folder, or initiating a business process, **Kodak S3000 Series Scanners** and **Kodak S3000 Max Series Scanners** set the new standard for capture accuracy, security, and ease for any industry.

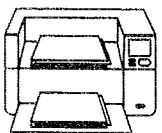
### Exceptional image quality for superior accuracy

- Get sharper images to deliver more accurate data to applications via OCR, searchable PDF and barcode reading
- Turn even poor quality originals into crisp images with Perfect Page technology and Dual Light Illumination while scanning at rated speeds
- Streak removal, background smoothing, image edge fill and more automatic image enhancements
- Add a custom string of text on your documents via the built-in digital stamping feature or optional post-imprinter accessory

### Unsurpassed protection for paper and data

- Advanced Intelligent Document Protection (IDP) and multi-feed detectors catch and alert you to paper feeding problems to ensure all your documents are scanned without damage or skipped pages
- Straight-through or U-turn paper path with adjustable feeder pressure and optional integrated flatbed for smooth, safe document handling
- Feed a wide array of paper sizes and weights in any batch
- Up to 500-sheet feeder and output tray plus controlled exit stacking for mixed batch handling accuracy

### Key advantages



#### Simplified start-up and scanning

Scan one sheet and you're ready for capture: large intuitive color touchscreen, personalized workflows, and Smart Touch technology to automate complicated tasks.



#### On-board image processing

Slashes demands on your PCs to speed scanning and boost efficiency.



#### Scan directly to apps

Import information directly into applications with S-S, SAN, TWAIN, or RESTful API-based scanning.



#### Enhanced security

Secure boot solution, encryption over wire for network traffic, and USB 3.2 Gen 1x1 compatible.



#### 3-month warranty

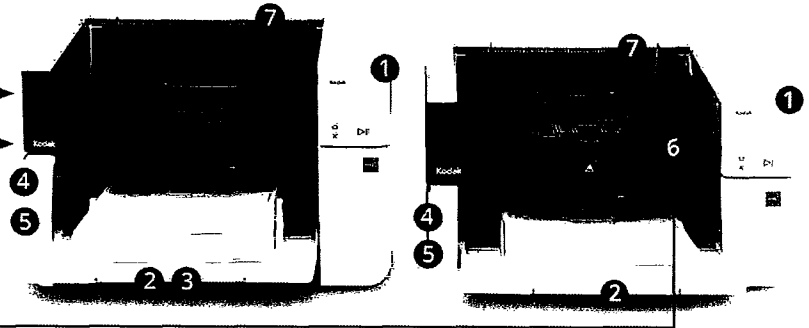
3-month onsite, next-business-day\*

## Key features

- 1 Color touchscreen user interface with up to 20 one touch destinations using Smart Touch
- 2 Up to 140 ppm and 70 000 pages per day
- 3 500 sheet feeder/elevator available on Max models
- 4 Straight through paper path available
- 5 USB 3.2 Gen 1x1 compatible and Wired Network
- 6 Integrated flatbed model(s) available
- 7 Output stacking with controlled exit stacking and exit deflectors

Kodak S3000 Max Series Scanner

Kodak S3000 Series Scanner



## Kodak S3000 Series Scanners/Kodak S3000 Max Series Scanners

### Features

|                               |  |
|-------------------------------|--|
| Throughput Speeds             | <b>S3060</b> Black and white/grayscale/color up to 60 ppm/120 ipm at 200 and 300 dpi<br><b>S3100/S3100f</b> Black and white/grayscale/color up to 100 ppm/200 ipm at 200 and 300 dpi<br><b>S3120 Max</b> Black and white/grayscale/color up to 120 ppm/240 ipm at 200 and 300 dpi<br><b>S3140 Max</b> Black and white/grayscale/color up to 140 ppm/280 ipm at 200 and 300 dpi |
| Recommended Daily Volume      | <b>S3060</b> Up to 25 000 pages per day <b>S3100</b> and <b>S3100f</b> Up to 45 000 pages per day<br><b>S3120 Max</b> Up to 60 000 pages per day <b>S3140 Max</b> Up to 70 000 pages per day   |
| Feeder Capacity               | <b>S3000 Series</b> Up to 300 sheets of 80 g/m <sup>2</sup> (20 lb.) paper<br><b>S3000 Max Series</b> Up to 500 sheets of 80 g/m <sup>2</sup> (20 lb.) paper   |
| Power Consumption             | <b>S3060/S3100/S3100f/S3120 Max/S3140 Max</b> Off less than 0.3 watts Standby/Sleep mode/Network Standby <4.0 watts<br>Ready mode 13 watts Scanning mode <50 watts   |
| Electrical Requirements       | 100-240 V (International) 50-60 Hz   |
| Environmental Factors         | EPEAT Gold ENERGY STAR Qualified Operating Temperature 10-35° C (50-95° F) Operating Humidity 15% to 80% RH  |
| Dimensions                    | Weight <b>S3060/S3100</b> 15.3 kg (33.8 lbs) <b>S3100f</b> 16.8 kg (37.1 lbs) <b>S3120 Max/S3140 Max</b> 16.5 kg (36.29 lbs)<br>Depth 370.84 mm (14.6 in.) with the input tray in the upright position Width 457.2 mm (18 in.)<br>Height <b>S3060/S3100/S3100f</b> 254 mm (10 in.) <b>S3120 Max/S3140 Max</b> 294.64 mm (11.6 in.)   |
| Supported Operating Systems** | WINDOWS LINUX, Citrix Certified (USB only)   |
| Bundled Software              | ISIS SANE TWAIN WIA Drivers <b>Kodak Smart Touch</b> or <b>Kodak Capture Pro Limited Edition</b>   |
| Optional Software             | <b>Kodak Info Input Solution</b> , and <b>Kodak Capture Pro Software Group C</b> (S3060 S3100 S3100f) Group D (S3120 Max), Group DX (S3140 Max)  |
| Accessories (optional)        | <b>Imprinter</b> for S3000 Series <b>Kodak Carrier Sleeves</b> (5 pack) <b>Kodak S3000 Series Feed Consumables</b><br><b>Rear Exit Tray</b> S3000 Series <b>Kodak A3 size Flatbed</b>  |
| Warranty*                     | 3 month on-site next business day  |

\*Geographical limitations apply

\*\*Visit [AlarisWorld.com/go/OScompatibility](http://AlarisWorld.com/go/OScompatibility) for a complete list of Supported Operating Systems.

### ENVIRONMENTALLY APPROVED

**EPEAT® Gold:** Kodak S3000 Series Scanners/Kodak S3000 Max Series Scanners have achieved the status of EPEAT® Gold Registered and meet ENERGY STAR® guidelines for energy efficiency and for the reduction of hazardous substances and waste products.

**ENERGY STAR®** certified scanners are independently certified to save energy without sacrificing features or functionality

To learn more about our EPEAT status, visit [AlarisWorld.com/go/EPEAT](http://AlarisWorld.com/go/EPEAT)

From digitization to transformation, Kodak Alaris is there from the start. We transform documents and data into information better than anyone else bringing Speed, Accuracy, and Profitability to your business. To learn more, visit [AlarisWorld.com](http://AlarisWorld.com)

For a complete list of specs, or to learn more

[AlarisWorld.com/go/S3000](http://AlarisWorld.com/go/S3000)

Contact us

[AlarisWorld.com/go/contactus](http://AlarisWorld.com/go/contactus)



Services from  
**Kodak alaris**



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TM/MC/MR Alaris  
6/23

**Kodak alaris**

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The City of Franklin, WI

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Engineering Department- Backfile  
Scanning Project

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**Submitted by:**

Clement Klima

and

Cari Berry Wickstrom

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**Submitted Date:**

2/15/2024

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# Executive Summary

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## Introduction and Background

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Konica Minolta Business Solutions U S A , Inc (Konica Minolta) is pleased to provide this Proposal for Document Imaging Services (“Proposal”) in response to the City of Franklin’s (City of Franklin) request for digitization for Engineering documents

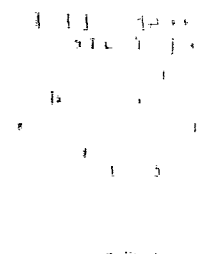
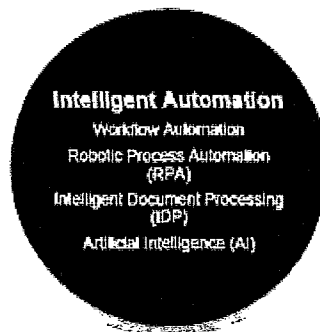
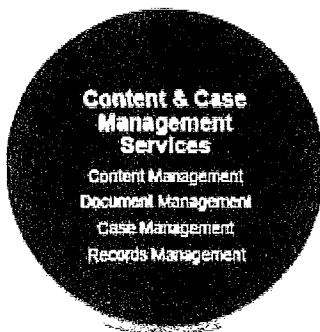
This Proposal presents Konica Minolta’s findings and recommendations to the City of Franklin These findings and recommendations are based upon the information provided during Konica Minolta’s visits to your offices, discussions held during our demonstration and in subsequent zoom conversations In the event that material changes occur in your environment, or additional key information is missing from this analysis, these recommendations may no longer apply and should be re-examined

### About Us

Konica Minolta is a leader in content management, technology optimization and cloud services Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity

Konica Minolta Intelligent Information Management (IIM) designs roadmaps through process collaboration, deploys solutions and utilizes support tools to help manage content, enhance security, integrate with core business systems, replace legacy systems, and accelerate processes with intelligent and robotic process automation Our solutions capture and distribute documents in any form, automate routing, maintain compliance, preserve records and more -- to speed the flow of information, control costs and make all essential business processes more productive

### Intelligent Information Management Hyper-Automated Focused Solutions



Implementation - Support - Customer Success - Loyalty

From business process outsourcing to content management, we guide our City of Franklins to the best solution for their digital transformation. Through our consultative process, we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals.

The world runs on innovation. We shape it.

## Solution Assessment Review

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### Current State

The City of Franklin currently manages a variety of documents in hard copy. These documents are either filed in traditional file cabinets or stored in boxes. The documents addressed in this proposal are the Engineer Department Files.

It is anticipated that the technology and processes may be beneficial in other areas of the business including, but not limited to all other departments at the City of Franklin.

### Desired Outcome

The benefits of digitization include reducing the time and effort associated with retrieving these records and saving senior knowledge workers time as they conduct their work in reliance of this vital information. The incidence of lost or misfiled files will be reduced, the long-term archival of the documents will be accomplished, and responsiveness to outside requests will be materially faster.

### Critical Success Factors

Konica Minolta intends to use the City of Franklin's Engineering Department as the example to move forward to all other Departments at the City of Franklin.

# Project Estimated Pricing Summary

## Imaging Services Estimated Extended Pricing

The City of Franklin currently has a backfile of hardcopy documents estimated at over 1,304,449 images. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of images estimated by Konica Minolta during a site visit and clarified by phone. The City of Franklin will be billed based on the unit pricing below for actual pages processed.

### Summarized Extended Backfile Cost -

| Project Name                                  | Images    | Documents | Extended Estimate Price |
|---|-----------|-----------|-------------------------|
| Subdivision Files                             | 1,082,947 | 10,723    | \$137,201               |
| Subdivision Files- Large Format               | 26,808    | 10,723    | \$48,423                |
| Water Sewer Binders                           | 18,452    | 92        | \$1,912                 |
| Board of Public Works Binders                 | 10,908    | 28        | \$1,128                 |
| Storm Water Management Plans - Regular Format | 30,804    | 204       | \$4,205                 |
| Sanitary Sewer Binders                        | 10,821    | 213       | \$1,165                 |
| Contract Files                                | 76,158    | 1,494     | \$8,879                 |
| Budget File Shelves                           | 14,762    | 74        | \$1,715                 |
| Rolled Drawings                               | 2,250     | 15        | \$3,390                 |
| Flat File Drawings                            | 1,620     | 81        | \$2,445                 |
| Drawing Tube Files                            | 12,960    | 864       | \$19,508                |
| Jail Cell Tube Files                          | 1,140     | 95        | \$1,725                 |
| <b>Totals:</b>                                |           |           | <b>\$ 232,771</b>       |



| Packing, Transportation, and Destruction Pricing*  | Estimated Cost |
|--|----------------|
| White-glove packing service, transportation, and supplies – Estimate assumes 2 Trips, picking up 430 boxes that will be near an exit door or on a loading dock for loading | \$7,263        |
| Destruction/Shredding – Estimate assumes 450 boxes weighing 30 pounds each at a cost of 25¢ per pound to shred   | \$3,223        |

\*The attached Konica Minolta White Glove Pack and Ship Specifications document represents the basis for the pricing above. The price quoted above is subject to change if the actual conditions related to packing and/or shipping differ from the attached pack and ship specification.

## Key Dates

The key dates listed below are preliminary, and mutually agreed upon by City of Franklin and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and the City of Franklin.

| Description  | Target Date |
|--|-------------|
| Proposal Execution                                     | 2/16/2024   |
| Purchase Order Delivery (if necessary)                 | TBD         |
| Project Kickoff Call/Meeting                           | 2/23/2024   |
| Pack/Ship  | 3/22/2024   |
| Initial Delivery, Review and City of Franklin Sign-off | 4/7/2024    |
| Final Delivery   | 10/31/2024  |

Upon execution of this Proposal and a Purchase Order (if necessary) has been received, the digital conversion process identified above will be initiated with the development of an initial project plan and schedule. This should take one to two weeks, and be cooperatively developed with the City of Franklin as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops during the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

Please initial here if a PO is required for billing purposes \_\_\_\_\_

# Proposed Solution Summary

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Konica Minolta recommends that the City of Franklin entrust their document imaging to us. Documents will be scanned and indexed by Konica Minolta and delivered to the City of Franklin's preferred retrieval solution. The benefits of outsourcing this work to Konica Minolta include:

**History** – We have been delivering top-quality imaging services to organizations like yours for more than two decades.

**Quality** – We have developed many proprietary quality assurance systems, some of which have been licensed to other capture companies and the existing City of Franklins. We have a national reputation for our quality. Since many of these systems are automated, we can provide extra quality assurance steps at no additional cost to our City of Franklins. Most other BPO centers charge extra for these additional quality assurance measures.

**Speed** – We are able to complete the capture and delivery processes in a highly compressed timeframe.

**Cost** – We provide an exceptional price-performance value, considering the overall quality and the value of our on-time and on-budget project management services.

**Geographic Diversity** – We have processing facilities on both coasts and centrally located, allowing us to serve the City of Franklins throughout the country.

**Dedicated Project Management** – We assign a Project Manager to your organization for the duration of the capture process so your organization reaps the benefits of a quality, valued solution on time and on budget.

Konica Minolta can continue to perform ongoing, go-forward imaging work, and also work with City of Franklin to establish an internal imaging operation. Ad hoc scanning can be performed by users under either go-forward scenario.

# Project Specifications - General

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The processes listed below will be utilized for all projects under this Proposal, subject to the City of Franklin and Konica Minolta's approval or adjustment. The project scope of work will be agreed upon during the Kickoff meeting.

- There will be one person at the City of Franklin and one at Konica Minolta responsible for the logistics and transportation of the documents
- Shipping will be billed as incurred
- In the event non-standard items are found during the document preparation process, such as unopened envelopes, cash, uncashed checks, CD/DVD media, etc., they will be handled as follows
  - Envelopes - Opened with the contents and envelope scanned or return to the City of Franklin
- Konica Minolta will scan the documents at 300 DPI
- All documents will be captured in black and white
- Auto-rotation will be applied to all images. This automated page orientation function will attempt to orient the page based on the text detected. Auto-rotation does not guarantee a 100% correct orientation of every page scanned.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted
- Destination document repository
  - GlobalSearch Square9
- All data deliveries will be made via full-text multi-page PDF files with a CSV load file specified otherwise in this SOW
- All data deliveries will be made via Secure FTP (SFTP) unless specified otherwise in this Proposal
- For projects that have double-sided (duplex) pages, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE)
  - Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes
  - We have found content, such as signature pages or fax headers/footers, that are less than 850 bytes
  - Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery and payment for a high number of blank pages
  - Konica Minolta uses BPE to ensure only blanks are deleted and that no content is lost. This process also ensures that the majority of pages with "bleed-through" that would have survived a 2,500-byte drop-out are deleted
- Konica Minolta performs a proprietary post-process review that identifies and corrects possible "piggy-back" documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find post-scan.
- Konica Minolta provides a scan-on-demand service to provide access to documents while they are in the capture process
  - Konica Minolta provides a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system
  - User IDs will be issued based on the instructions provided by the City of Franklin's project team leaders

- Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the City of Franklin's project manager, if access is required outside of normal business hours, Monday through Friday from 8 00 a m to 5 00 p m EST
  - Requests in excess of four (4) per day are subject to a charge of \$35 each, at the discretion of the Konica Minolta project manager. After-hours retrieval will be charged at a rate of \$150 per request.
- Konica Minolta has a robust IIM software and SharePoint professional services practice and has resources available to engage with the City of Franklin to provide services associated with the ingestion of the images into their IIM software or SharePoint. These services are billable at the then-current Professional Services rates.

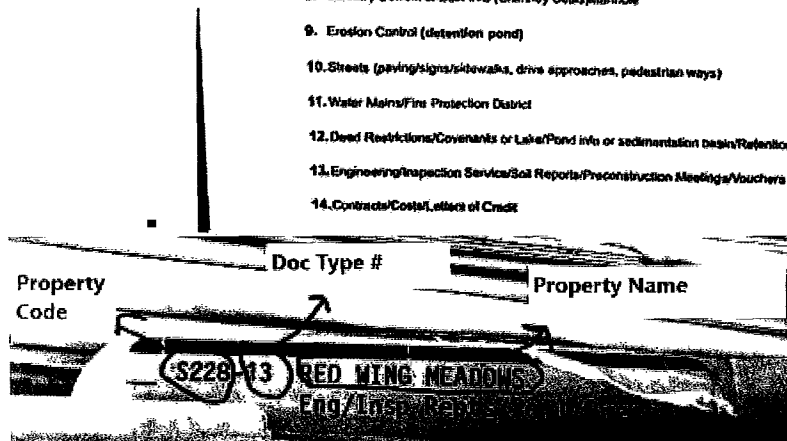
## Project Specification – Subdivision Files

The specifications listed below will be reviewed and agreed upon during a document review

- The files contain single-sided (simplex) and double-sided (duplex) pages For purposes of this Proposal, it is assumed that the percent is 20% duplex
- Document preparation will include removing staples, taping Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the folder level, creating a single document for each file or booklet
- It is estimated that there is an average of 100 images per document
- The files contain primarily 8½" X 11" pages, 8 ½ x14", and large format pages larger than 11"x17"
- The documents will be indexed on 3 values
  - Property Name (found on the folder tab)
  - Property Code (Found on the folder tab and include the dashes in the Property code)
  - Doc Type # (Found on the folder tab and is the last number on the property code)

### SUBDIVISION FILES

- 0 Preliminary Plat (Site Plans)
- 1 Final Plat (will say 'Final Plat') Replat also
- 2 Correspondence  
(tree info, park/development fees/ could be Model Homes)
- 3 Council Action (SDA) (Model Homes-CA) CSM/Resolution/Affidavit of Correction  
Certificate of Insurance
- 4 Storm Sewer (Drainage) Storm Water Management Practices Maintenance  
Agreement Water Quality/Wetland Delineation
- 5 Easements/Descriptions
- 6 Utilities, Street Lighting
- 7 Grading/Retaining wall
- 8 Sanitary Sewer/As-Built Info (Chimney Seals)Manhole
- 9 Erosion Control (detention pond)
- 10.Streets (paving/signs/sidewalks, drive approaches, pedestrian ways)
- 11.Water Mains/Fire Protection District
- 12.Deed Restrictions/Covenants or Lake/Pond info or sedimentation basin/Retention
- 13.Engineering/Inspection Service/Soil Reports/Preconstruction Meetings/Vouchers
- 14.Contracts/Costs/Letters of Credit



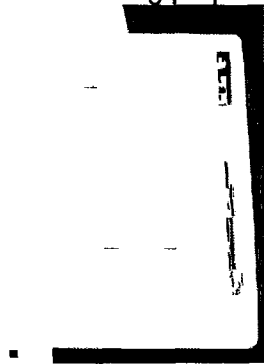
- The files contain a mixture of black and white (bitonal) and color pages Color items will be captured in auto color Auto Color Detect will be applied to all images This automated color detection function will attempt to scan the page in color if the color threshold is met Auto Color Detect does not guarantee 100% capture of color images or color markings on images

## Project Specification – Water Sewer Binders

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The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) images For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will include removing paperwork from binder prongs, removing staples, taping Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the binder level, creating a single document for each binder
- It is estimated that there is an average of 400 images per document
- The files contain primarily 8½" X 11" pages
- The documents will be indexed on 2 values
  - Binder Label (found on the spine or front of the binder)
  - Folder Tabs (plastic tabs found within the binder pages)
    - KM will tape the paper folder tabs on a separate sheet of paper for scanning purposes



- The files contain a mixture of black and white (bitonal) and color pages Color items will be captured as bitonal

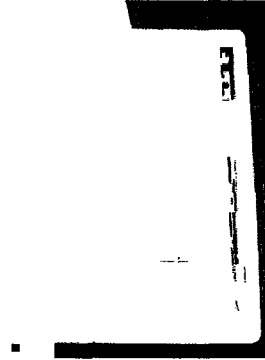
## Project Specification – Board of Public Works Binders

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The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) images For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will include removing paperwork from binder prongs, removing staples, taping Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the binder level, creating a single document for each binder
- It is estimated that there is an average of 400 images per document
- The files contain primarily 8½" X 11" pages
- The documents will be indexed on 2 values
  - Binder Label (found on the spine or front of the binder)
  - Folder Tabs (month and year)

- If plastic folder tabs are present, KM will tape the paper folder tabs on a separate sheet of paper for scanning purposes



- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal.
- 

## Project Specification – Storm Water Management Plans

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) images. For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will include removing paperwork from spiral-bound booklets, removing staples, taping Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the booklet level, creating a single document for each booklet
- It is estimated that there is an average of 400 images per document
- The files contain primarily 8½" X 11" pages
- The documents will be indexed on 2 values
  - Booklet Title (found on the cover of the booklet)
  - Tabs (Numbered Tabs)
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Sanitary Sewer Binders

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) images. For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will include removing paperwork from spiral-bound booklets, removing staples, taping Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the booklet level, creating a single document for each booklet
- It is estimated that there is an average of 50 images per document
- The files contain primarily 8½" X 11" pages
- The documents will be indexed on 2 values



- Booklet Title (found on the cover of the booklet)
  - Tabs (Numbered Tabs)
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal
- 

## Project Specification – Contract Files

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain single-sided (simplex) and double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 20% duplex
- Document preparation will consist of removing staples, taping-up of post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the folder level, creating a single document for each folder
- It is estimated that there is an average of 50 images per document
- The files contain primarily 8½" X 11" pages but may contain 8½" X 14" pages
- The documents will be indexed on 1 value
  - Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Budget Files

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain single-sided (simplex) and double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 20% duplex
- Document preparation will consist of removing staples, taping up post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values
- The files will be unitized at the folder level, creating a single document for each folder
- It is estimated that there is an average of 200 images per document
- The files contain primarily 8½" X 11" pages but may contain 8½" X 14" pages
- The documents will be indexed on # values
  - Binder Title
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Rolled Drawings

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) pages. For purposes of this Proposal, it is assumed that the percent is 0% duplex

- Document preparation will consist of flattening drawings, taping frayed edges, and extracting and recording index values. The files will be unitized at the drawing level, creating a single document for each drawing
- It is estimated that there is an average of 150 images per document
- The files contain primarily large format images larger than 11" x 17"
- The documents will be indexed on 1 value
  - Drawing Title
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Flat Drawings

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) pages. For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will consist of flattening drawings, taping frayed edges, and extracting and recording index values. The files will be unitized at the drawing level, creating a single document for each drawing
- It is estimated that there is an average of 20 images per document
- The files contain primarily large format images larger than 11" x 17"
- The documents will be indexed on 1 value
  - Drawing Title
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Tube Drawings

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) pages. For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will consist of flattening drawings, taping any frayed edges, and extracting and recording index values. The files will be unitized at the drawing level, creating a single document for each drawing
- It is estimated that there is an average of 15 images per document
- The files contain primarily large format images larger than 11" x 17"
- The documents will be indexed on 1 value
  - Drawing Title
- The City of Franklin will provide a data file containing data elements for the match and merge indexing process
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal

## Project Specification – Jail Cell Tube Drawings

---

The project specifications listed below will be reviewed and agreed upon during a document review

- The files contain only single-sided (simplex) pages For purposes of this Proposal, it is assumed that the percent is 0% duplex
- Document preparation will consist of flattening drawings, taping any frayed edges, and extracting and recording index values The files will be unitized at the drawing level, creating a single document for each drawing
- It is estimated that there is an average of 12 images per document
- The files contain primarily large format images larger than 11" x 17"
- The documents will be indexed on 1 value
  - Drawing Title
- The files contain a mixture of black and white (bitonal) and color pages Color items will be captured as bitonal

## White-Glove Packing

City of Franklin may choose to manage transportation and logistics associated with relocating the boxes to be scanned to the Konica Minolta processing facility In the event City of Franklin engages Konica Minolta to provide white-glove packing and transportation, the following services can be provided

- On-site inventory and box labeling
- Management of un-shelving and loading for transportation
- Create box-level manifests, including box number and first and last folder tab
- Detailed chain-of-custody form

The range of services to be provided by Konica Minolta and associated costs are presented below

## Transportation

The following represents the typical description of services if Konica Minolta is engaged to facilitate the packing and transportation of documents

If Konica Minolta provides transportation, the documents will be transported to the Konica Minolta processing center via a secure cargo truck Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time Prior to transporting documents, both City of Franklin and Konica Minolta will review and sign-off on the final manifest Both the City of Franklin and Konica Minolta will retain a physical copy of the signed manifest Upon arrival at the Konica Minolta processing center, this manifest will be reviewed to ensure all contents are accounted for Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process

## Processing Center Receipt and Tracking

Storage at our facility will include secure, climate-controlled box storage in our controlled and monitored staging area as well as controlled access in our production area during the scanning and data entry processes

The procedures for storage at the Konica Minolta processing center during the production life-cycle include specified chain-of-custody processes that involve employee sign-offs for the acceptance and transfer of the records, and control of the records and data during the entire conversion process to ensure that no data or documents are copied or disclosed for any reason other than the communication of technical details or staff questions during the conversion process

## Disaster Recovery

In the event of a disaster, data recovery becomes paramount in re-establishing business operations. Konica Minolta will optionally provide an ANSI standard Archival CD Copy of your data and will store it at our facility, in compliance with disaster recovery standards. CDs are used for archival masters because the ANSI standard guarantees backwards compatibility with readers. This standard does not exist for DVDs, making them subject to obsolescence over time. Pricing has been included below for the second master CD copy as well as the annual disaster recovery storage at our facility

## Image Delivery and Ingestion

Ensuring that all documents that have been captured by Konica Minolta's BPO operations are properly ingested into Global Search Square9 is critical to the success of the project. The steps associated with ingestion include the following BPO steps.

- Exporting the completed batches with the required ingestion data file. For Global Search Square9 this is a CSV file. This file is designed to allow either unattended software sweeps or manual image imports that associate the images with the index information that has been captured throughout the capture process.
- The images and ingestion file are then compressed so they are contained within a single file. This ensures that individual images or data files are not corrupted during the Secure FTP (SFTP) process.
- The batches are delivered via an automated process to the designated SFTP site. Upon completion, notifications are generated and sent to the ingestion team indicating the successful delivery.
- Each step includes a validation of the image and document counts to ensure a complete delivery. A verification process also ensures that the Secure FTP process completes and that the file size on the FTP server matches the size of the file transmitted.

The steps completed after the BPO delivery is completed include

- Downloading the Zip files that have been delivered by the BPO Processing Center
- Extraction of the Zip file to a predesignated location on the Global Search Square9 server
- Ingestion of the images and index information into Global Search Square9

## Professional Service

In some instances, the City of Franklins will require additional services to support their capture project. These include, but are not limited to the following:

- Design and development of custom import formats
- Project Management services and scheduled periodic status meetings
- Initial and/or ongoing manipulation of data provided by the City of Franklin that must be reformatted or otherwise altered in order to be used in the capture process

If these services are identified during or after the initial project estimation process, they are identified below. If they are identified upon the initiation of the project, a Change Control will be completed to add them to this Proposal or a Statement of Work (SOW). Hourly pricing is included in the Additional Services and Pricing table above.

## Post Delivery Data Purge

All City of Franklin data is purged from Konica Minolta servers, including the SFT site, sixty (60) days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

City of Franklin Initials Acknowledging Data Purge Timing \_\_\_\_\_

## Box Disposition

There are several options with respect to document disposition:

- Documents may be returned to your office following processing
- Documents may be stored for thirty (30) days following data delivery at no cost. Documents are delivered on a rolling basis throughout the term of the project as boxes are completed. The thirty (30) day City of Franklin quality assurance (QA) and destruction cycle is based on each completed and delivered box.

Konica Minolta is authorized to shred all original documents pertaining to the project(s) under this Proposal thirty (30) days after the completed work has been delivered. Box destruction will occur on a rolling basis throughout the term of the project based on the delivery of each box.

Konica Minolta will send a destruction certificate confirming the destruction. In the event more time is needed for QA testing, the City of Franklin will notify Konica Minolta seven (7) days prior to destruction to hold the content queued for destruction.

If the City of Franklin requires boxes to be stored beyond thirty (30) days, Konica Minolta will continue to store the boxes at the prevailing rate.

## Destruction Services

Depending on the specific needs of the City of Franklin, there are three (3) methods used for destruction

- In-house Shredding - For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA
- In-house Third-party Shredding - For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner's shred trucks perform the destruction on-site at the Konica Minolta BPO processing center
- External Third-party Shredding - Under certain conditions, Konica Minolta transports high-volume destruction work to our partner's facility for destruction

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the City of Franklin upon completion of shredding

## Security

From building security to redundant data backup, Konica Minolta understands the importance of security as it relates to data and documents. A plethora of security practices and procedures are in place at Konica Minolta to ensure data and documents are secure during the capture process

Facility security is at the forefront of every City of Franklin's mind. Rest assured, from secure-card building to secure-card door entry to operations, Konica Minolta has the necessary security to ensure documents are protected at every phase of capture processing

Video surveillance provides round-the-clock, digitally captured recordings of all office entrances and exits as well as the operations area. Moreover, no technology devices are permitted in the operations area (e.g., cell phones, USB devices, etc.). Additionally, the data center is firewalled within the operations area. No web hosting or FTP services are provided through Konica Minolta servers

Konica Minolta provides a fault-over capability for all City of Franklin data by taking a snapshot every fifteen (15) minutes of the main server. As a further protection against a technical failure, Konica Minolta retains all paper documents on-site until all QA steps are completed and the source documents are no longer required. Finally, the server is backed up weekly and the resulting backup is stored off-site

Serving the City of Franklin in the government, education, medical, financial, and legal communities, certain standards must be followed. Every Konica Minolta employee signs a confidentiality agreement, acknowledging the proprietary nature of the information being processed and documenting the legal repercussions for failing to comply with this policy

## Change Control Process

Konica Minolta realizes that from time to time, certain job specifications may need to change. To accommodate project change and facilitate communication of the changes, Konica Minolta utilizes a Change Control Process (document attached). This process allows for any changes to project specifications in a controlled and managed environment. The document outlines any impact on project cost, resources, timelines, etc., and is signed by the City of Franklin and Konica Minolta representatives.

Scanned content will be delivered in a format to support the document management software ingestion requirements.

## Price List

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| Service and Description  | Unit Pricing |
|--|--------------|
| Scanning at 300 DPI (per image)  | 6¢           |
| Slip Sheet Printing (per document)                                       | 3 1¢         |
| Indexing (per field, per document, maximum 15 characters (per field))    | 5¢           |
| Document Preparation (per hour)  | \$28         |
| OCR (per image)  | 5¢           |
| Image/Index QA and Publication, including Delivery Media Master (per GB) | \$75         |

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## Proposal Acceptance

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### Document Conversion Process and Methodology

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The attached Document Conversion Process and Methodology document describes the general processes and procedures employed at the Konica Minolta BPO processing center. Some or all of the processes will be applied to the City of Franklin's projects, as described in this Proposal.

**Proposal Acceptance Period**

This Proposal, and the pricing contained herein, is valid for a period of thirty (30) days from the date stated on the cover page

**Controlling Document**

This Proposal is subject to the terms and conditions contained in the City of Franklin’s existing Scanning Services Agreement dated \_\_\_\_\_

This Proposal is subject to the terms and conditions contained in the attached Scanning Services Agreement

**Acceptance**

I have read and understand the terms and conditions set forth in this Proposal. As a duly authorized representative of the City of Franklin, I hereby accept this Proposal on behalf of the City of Franklin

I further understand that this Proposal and the governing Scanning Services Agreement constitute the complete and exclusive statement of the agreement between the parties related to the subject matter contained herein, and all prior agreements for these services verbal or written are superseded. Any changes to the scope of work specifications following the signature of this Proposal are subject to the Change Control Process

**Selections**

Please check below the product/service to be acquired

| Yes | No | Product and/or Service  |
|-----|----|---|
|     |    | Backfile Capture - Listed document classes estimated at \$232,771 |
|     |    | White Glove Pack, Ship and Transportation - estimated at \$7,263  |
|     |    | Destruction - estimated at \$3,223                                |

Please check below any additional services that you would like Konica Minolta to provide with respect to this project

- Master Archival CDs
- CD copies (See Disaster Recovery Section above)
- Annual disaster recovery storage at Konica Minolta facility (See Disaster Recovery Section above)
- Box Disposition (Check the option below)



- Return documents to City of Franklin
- Store for thirty (30) days following data delivery then, in the absence of a request to hold, destroy
- Extended Storage (\_\_\_\_\_ days)

## Signatures

AGREED AND ACCEPTED by an authorized representative of each party

### The City of Franklin Approval

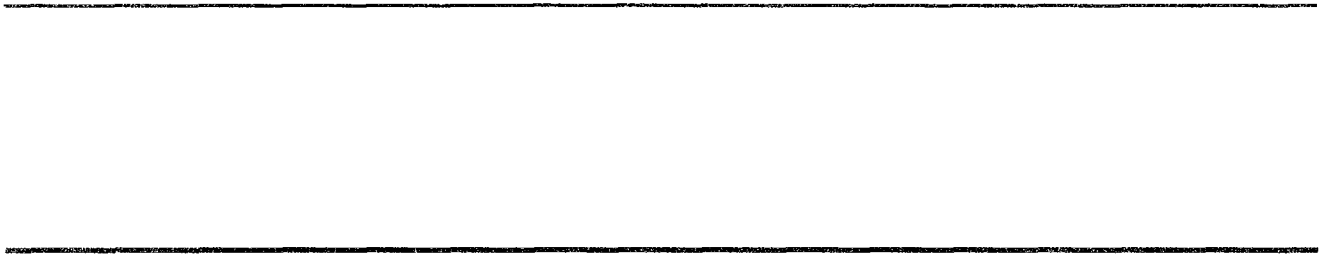
---

| Title | Approver | Signature | Date Signed |
|-------|----------|-----------|-------------|
|-------|----------|-----------|-------------|

### Konica Minolta Business Solutions U.S.A., Inc. Approval

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| Title | Approver | Signature | Date Signed |
|-------|----------|-----------|-------------|
|-------|----------|-----------|-------------|



Title

Approver

Signature

Date Signed

# **Appendix A: Attachment List**

Appendix A Attachment List

Appendix B Document Conversion Process and Methodology

Appendix C Konica Minolta White Glove Pack and Ship Specifications

Appendix D Konica Minolta Change Control Process Document Sample

Appendix E Konica Minolta Scanning Services Agreement (SSA)

# Appendix B: Document Conversion Process and Methodology

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Konica Minolta Business Processing Outsourcing (BPO) processing centers are located in Chatsworth, CA, Lexington, KY and Warwick, RI. These processing centers are capable of capturing over eight million images per month. Best practices and quality assurance processes are built into all BPO processes. These quality processes and BPO best practices are deeply ingrained in the Konica Minolta BPO business.

## Project Methodology

Konica Minolta follows a Project Implementation Methodology (PIM) based on lean principles. The PIM provides a framework for a repeatable and continually improving process for delivering high-quality services to the City of Franklin.

The PIM provides a common language for the project team and includes best practices and process guides to leverage the experience gained from past projects. It takes into consideration resource and time constraints by utilizing templates, tools, sample project plans, and intellectual capital.

Working with Konica Minolta project managers, City of Franklin's team members collaboratively finalize a mutually acceptable project schedule. The schedule outlines tasks and timelines detailing every facet of the project from document pickup and delivery to periodic batch turnaround times.

Roles and responsibilities, a communication plan, and issue tracking and resolution procedures will be finalized during a project kick-off meeting.

## Project Initiation and Planning

Upon the initiation of a project, a Project Initiation Meeting is scheduled between the City of Franklin and Konica Minolta. The Project Initiation Meeting will include the BPO processing center and City of Franklin key project team members.

The agenda for this meeting includes evaluating project requirements, determining project timelines, confirming responsibilities of key individuals, establishing designated City of Franklin contacts, discussing quality assurance procedures, and outlining delivery and pickup schedules. Additionally, overall document preparation and indexing requirements will be discussed.

A resulting project specification document will be created documenting project requirements. This document will include detailed steps related to document pickup and delivery, document preparation activities, including specific knowledge/decision-making requirements, indexing, scanning, output, delivery of metadata and digital images, and final box disposition. The BPO processing center staff and the City of Franklin will work through an iterative process to fine-tune the project specifications until it accurately reflects the procedures required to properly transform the paper documents to digital format.

## Document Pickup and Delivery

Konica Minolta understands the importance of maintaining an iron-clad chain of custody with respect to the City of Franklin's records

Konica Minolta is able to provide full service, including packaging, manifesting, and shipping documents. Alternatively, the City of Franklin is able to perform these tasks with clear guidance and tools provided by Konica Minolta. Boxes will be delivered to the BPO processing center for processing. A receipt for delivery and pickup will be signed by both a BPO processing center and the City of Franklin authorized contact.

Konica Minolta recommends the use of manifests to support the chain of custody as well as document requests throughout the capture process. Konica Minolta provides tools that will support either a detailed or summary manifesting process.

The boxes will be logged in a tracking system when unloaded at Konica Minolta's facility and physically "checked off" on the courier form to ensure receipt. The contents of the box will be reconciled against the enclosed manifest during processing. If there are any anomalies in either the courier form or the manifest, the responsible City of Franklin representative will be contacted immediately to correct or reconcile the issue.

Each stage of the transformation from paper to digital format is tracked and managed through a combination of project management tools and operations personnel and management. Boxes are systematically labeled to track their status and the next step in the process. The tracking system is constantly updated to provide an audit trail and record the flow and status of the documents.

In order to ensure the project is delivered on time, a project plan and timeline will be created and maintained. The project plan and timeline will become the reporting mechanism for regularly scheduled project status reports and meetings.

## Document Preparation

Document preparation includes the creation and application of bar-code break sheets, staple removal, document separation, organization, taping of torn documents, and photocopying of poor originals, if necessary.

The document preparation staff will apply a break (cover) sheet to each document as required for each project. The bar-coded sheets provide an automated method of populating the index fields during document scanning. The cover sheet can also be manually populated with index values. In the past, Konica Minolta has been able to use a combination of automated barcode indexing and manual document index identification for various projects.

Often it is determined that Konica Minolta can receive electronic files from the City of Franklin with metadata associated with the documents to be scanned. In these cases, the majority of metadata is provided in electronic form by the City of Franklin and Konica Minolta produces barcode slip sheets with this metadata.

This process provides two benefits: (1) it provides one-hundred percent (100%) accuracy on document indexing and, (2) it provides a tool for identifying any missing files or files for which

there is no associated data. Any exceptions identified are brought to the attention of the City of Franklin's team member responsible for the project for reconciliation and correction. This process is finalized during the project kick-off meeting.

In the event that large format items are included in a project (e.g., blueprints, design drawings, etc., which exceed 11" X 17"), Konica Minolta is uniquely qualified to capture these documents and integrate the items in the same order in which they were found in the source document of the folder. Some vendors scan these items as separate documents, while other vendors group all large format items at the end of a document. Either option creates chaos as pages of content are delivered in an out-of-order sequence.

Konica Minolta utilizes internally developed processes and software to guarantee large format items are captured in the original file order within the collection. After completion of the document preparation, the boxes are moved to the scanning area.

## Scan, Index, and Verify

Quality is implemented throughout every stage of the document conversion process. Each project is examined on the front-end and configured to the specifications that will ensure the best quality image. The scan process incorporates personnel skills, technology configuration, and a consistent process. Scan operators have years of experience and are skilled with hand-eye coordination, to view every image as it is scanned, while also ensuring it is fed through the scanning equipment properly. The equipment is configured to detect double feeds, preventing "piggy-backs". The equipment goes through periodic maintenance processes throughout the day, including cleaning and calibration, to ensure optimal performance.

Each scan operator is trained on the specifications of each project and the expected end-results. The scan operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document, and adjustments are made to the scanning software to produce a quality scanned image. If automated indexing is performed (through barcodes) during the scanning process, the scan operator verifies and validates, upon scanning, the appropriate values are being populated.

Upon completion of scanning, the project will enter the manual indexing stage, if required. Konica Minolta will manually index documents, double-keying any key fields as designated by the City of Franklin, and will enter additional indexes as defined in the project. Double blind key indexing is a process whereby an index is entered a second time by a separate operator to validate accuracy. This process assures ninety-nine-point ninety-five percent (99.95%) accuracy, at the character level, of the indexing. The use of the barcode cover sheets provides significant savings and an even higher level of quality.

Konica Minolta can provide automatic indexing through the use of external database sources utilizing a match and merge process. This process provides additional indexing for minimal cost, will produce high quality indexing results, and will provide additional search criteria for the end user retrieval application.

Konica Minolta has the capability to perform verification checks against data sources provided by the City of Franklin to ensure one-hundred percent (100%) accuracy of key fields.

Indexing of each of all content types is determined at the onset of the project. Manual, zonal OCR, and blind key verification, along with the use of bar codes when feasible, are employed for the highest level of quality available. The indexing operator and QA staff will verify and validate that the appropriate values are being populated.

Once the indexing has been reviewed and determined to be accurate, the project is transitioned to the post-processing step.

## Post-Processing

Images are post-processed in order to de-skew and remove black borders. Konica Minolta can optionally remove other predictable defects, such as hole-punches.

Once the post-processing has been completed, the project is transitioned to the QA process for final review and verification.

## Quality Assurance – Blank Page Deletion

An internally developed, manual-assisted automated Blank Page Eradicator (BPE) technology is utilized to identify true blank pages for deletion, ensuring the majority of blank pages are eliminated from the collection and pages that actually contain content are not arbitrarily deleted. Other BPO processors rely on file size thresholds to delete suspected blanks. The threshold is typically 2,500 bytes. Konica Minolta has found signature pages as small as 850 bytes. By deploying our proprietary BPE process, we ensure our City of Franklins never lose vital data due to arbitrary criteria.

Konica Minolta executes a proprietary quality assurance process developed internally by Konica Minolta technical staff. This process will run against the production data prior to image delivery. The purpose of the QA step is to ensure there is an image for every database entry. Likewise, this step will verify there is a database entry for every image. Furthermore, this process will electronically open every image in the delivery to ensure the image can be opened and the image is not corrupt.

Finally, this QA process will check for embedded break sheets validating there are no “piggy-back” documents in the queue prior to image publication and delivery. A piggy-back condition is created when a break sheet is not properly identified by the scanner and one document becomes the end of the prior document, making that document irretrievable by end-users. Most vendors do not have a means to identify and eliminate this condition. A page-by-page review is conducted by a QA operator. The operator is able to rescan poor images during this final step.

Once QA tasks are completed, the batch is staged for output and delivery.

## Output and Data Delivery

After QA is completed, images will be delivered to the specifications defined by the City of Franklin in conjunction with Konica Minolta. Any exceptions reported during transmission will be identified, reconciled and either corrected or reported to the appropriate City of Franklin representative for resolution. A designated representative will receive notification emails that

electronic deliveries are completed. Optionally, they can get confirmation of a successful load into their document retrieval software. This requires that the software supports auto-notifications.

The City of Franklin will then carry out any designated internal QA within thirty (30) calendar days. Upon completion of any City of Franklin designated internal QA, the City of Franklin will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during the internal QA process. If Konica Minolta is not notified of acceptability of the work delivered, the work delivered will be deemed "accepted" after thirty (30) calendar days.

## Post Delivery Data Purge

All City of Franklin data is purged from Konica Minolta servers sixty (60) days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

## Box Disposition/Delivery

Documents are not typically reconstructed to their original state, unless this has been stipulated for the project. Instead, Konica Minolta prepped bundles, along with file folders, will be placed back in the corresponding boxes in which the collection was received. Completed boxes are either returned to the City of Franklin, stored for thirty (30) days and destroyed, or placed into extended storage, at the instruction of the City of Franklin.

## Destruction Services

Depending on the specific needs of the City of Franklin, there are three (3) methods used for destruction:

- In-house Shredding – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- In-house Third-party Shredding – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner's shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- External Third-party Shredding – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner's facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the City of Franklin upon completion of shredding.

## Exception Process/Issue Resolution



In the event of exceptions, the Konica Minolta project manager will contact the City of Franklin's project manager and determine a mutually agreeable means to overcome the exception. Any process change stemming from an exception process will be documented via email with a request for confirmation from the City of Franklin's project manager. Any changes will be added to the City of Franklin's processing manual to ensure consistency through the project and, in many cases, supported by a signed Change Control.

## Document Access – Scan on Demand Service

Konica Minolta will provide a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system. User IDs will be issued based on the instructions provided by the City of Franklin's project team leaders.

Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the City of Franklin's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. local time. If daily document access exceeds four (4) requests, Konica Minolta reserves the right to charge \$35 per hour for additional requests.

# Appendix C: Konica Minolta White Glove Pack and Ship Specifications

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## The City of Franklin

### Location/Schedule Information:

Dates for Scheduled Pickup-

Location Address-

Arrival Instructions (Provided by Client)-

Arrival Time-

Estimate Quantity of Boxes-

### Services:

#### Pickup Service-

White Glove Packing

White Glove Transportation

#### Pickup Service Details-

#### Box Disposition-

Returning

Shredding Documents

### Contact Information:

Contact Name-

Contact Email Address-

Contact Phone Number-

# Appendix D: Konica Minolta Change Control Process Document Sample

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## CHANGE CONTROL

---

Title:

Project:

---

Date:

|         |  |               |  |
|---------|--|---------------|--|
| Author: |  | Organization: |  |
|---------|--|---------------|--|

Originator:

Organization:

---

Proposed Change Description  
 Justification  
 Affected Requirements  
 Impact on Cost  
 Impact on Schedule  
 Impact on Resources  
 Travel  
 Detailed Review Results

| Approved | Defer Until: | Declined |
|----------|--------------|----------|
| Y/N      | Date         | Y/N      |

|                  |
|------------------|
| Reasons/Comments |
| Payment Terms    |

FINAL APPROVALS (Signature Block is Provided Here)

# Appendix E: Scanning Services Agreement

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This Scanning Services Agreement ("Agreement") is made and entered into this 15th day of February, 2024 ("Effective Date") by and between the City of Franklin, Wisconsin, located at 9229 W Loomis Road, Franklin, WI 53132 ("City of Franklin"), and Konica Minolta Business Solutions U S A , Inc , located at 100 Williams Drive, Ramsey, New Jersey 07446 ("CONTRACTOR")

WITNESSETH

**WHEREAS**, City of Franklin desires to engage CONTRACTOR to provide the document services specified herein as an independent contractor and in accordance with the terms and conditions set forth in this Agreement, and

**WHEREAS**, CONTRACTOR desires to provide the document services specified herein to City of Franklin as an independent contractor and in accordance with the terms and conditions set forth in this Agreement

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows

## 1. SCOPE OF DUTIES.

(a) CONTRACTOR shall provide the services set forth in each proposal issued by CONTRACTOR ("Proposal"), which may be attached hereto or, if not attached, shall be treated as an addendum to this Agreement when fully executed by the parties. To the extent there are any discrepancies or inconsistencies in the terms of this Agreement and a Proposal, the terms of this Agreement shall prevail.

(b) To the extent CONTRACTOR provides scanning services, City of Franklin certifies that City of Franklin is authorized by the owner of the documents and data included in the Proposal to deliver the documents and data to CONTRACTOR to be duplicated and captured electronically. City of Franklin further certifies that copying and electronically capturing these documents will not violate any copyrights.

(c) City of Franklin Contact Person is James Matelski

(d) CONTRACTOR and City of Franklin may hereafter mutually agree to include additional Statements of Work as Change Controls referencing the original Proposal and this Agreement. Such additional Change Controls shall not be valid unless in writing signed by both parties. Any valid Change Control shall be incorporated herein by this reference and included in the definition of Proposal and Contract Documents, as such terms are used herein.

(e) In the event that CONTRACTOR is requested or required to perform services beyond those which are specifically set forth in the Proposal or a Change Control, any such additional services and a compensation schedule for such services shall be mutually agreed upon in advance by a written Change Control between the parties, specifying the amended scope of work, project specifications, delivery dates, and the impact on compensation. Said mutually agreed upon Change Control shall be an amendment to the

applicable Proposal and this Agreement. If the parties are unable to agree on the terms of a Change Control, then the parties may agree to complete the project according to the original Proposal or Change Control.

**2. WORK STANDARDS.** CONTRACTOR shall perform the services in a professional and workmanlike manner in accordance with generally accepted industry standards and in material compliance with the original Proposal and each subsequent Change Control executed by the parties. THIS SECTION 2 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3. TERM AND TERMINATION.** (a) The term of this Agreement shall commence on the Effective Date and terminate on the date that Contractor receives payment in full for all outstanding Statements of Work contained in Attachment A. (b) Either party may terminate this Agreement for cause if the other party fails to cure a material breach of this Agreement within ten (10) days following receipt of written notice which details the nature of the breach. (c) Either party may also terminate this Agreement without cause upon thirty (30) days written notice to the other party. (d) If this Agreement is terminated by either party without cause, City of Franklin shall pay CONTRACTOR for all work completed or otherwise performed up to the date of termination, City of Franklin shall be relieved of any further obligations or liabilities to CONTRACTOR, financial and otherwise, and CONTRACTOR shall promptly deliver to City of Franklin any deliverable or City of Franklin documents in its possession.

**4. COMPENSATION.** In consideration of the performance of the terms of this Agreement, CITY OF FRANKLIN shall pay to CONTRACTOR, and CONTRACTOR shall accept from CITY OF FRANKLIN, in full payment for CONTRACTOR's services hereunder the fees set forth in the Proposal and any associated Change Controls. CONTRACTOR shall invoice City of Franklin monthly. Payment shall be due Net-30 Days from the date of each invoice. Any additional fees shall be mutually agreed upon prior to CONTRACTOR's performing additional services.

#### **5. CONFIDENTIALITY; INDEMNIFICATION**

(a) CONTRACTOR recognizes that it will have access to confidential information of City of Franklin as a result of its performance of the services hereunder and agrees to take commercially reasonable precaution to safeguard and treat the information as confidential and to take appropriate action by instruction, agreement and notice to its employees of the confidential and proprietary nature of the information provided. CONTRACTOR shall not use or disclose, directly or indirectly, any of the information which it receives from City of Franklin other than as required to perform its obligations hereunder.

(b) CONTRACTOR agrees to abide by all applicable state and federal laws regarding the security of the information it receives from City of Franklin. CONTRACTOR agrees to indemnify, defend, and hold harmless City of Franklin from and against any third party claims, causes of action, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising from CONTRACTOR'S disclosure of City of Franklin's employee personal information as a result of CONTRACTOR'S negligence or willful misconduct.

(c) The above confidentiality provisions and indemnification obligations shall not apply to any information or liability arising from disclosure of information that

- (i) is or (through no improper action or inaction by CONTRACTOR) becomes generally known to the public,
- (ii) was properly in CONTRACTOR's possession or known by it without restriction prior to receipt from City of Franklin,
- (iii) was rightfully disclosed to CONTRACTOR by a third party without restriction,
- (iv) was developed by CONTRACTOR independently and without the use of City of Franklin's confidential information, or
- (v) is required to be disclosed by court order or operation of law, provided, that CONTRACTOR shall immediately notify City of Franklin of such required disclosure to enable City of Franklin to contest such disclosure, in which event CONTRACTOR shall take reasonable steps to cooperate with City of Franklin to limit such disclosure in accordance with applicable law

**6 NON-DISCRIMINATION** CONTRACTOR represents and warrants that it complies with all applicable federal and state laws and regulations governing employment relationships with its employees and subcontractors, including, but not limited to, equal employment and nondiscrimination, affirmative action, sexual harassment, equal pay, accommodation of disabilities, family and medical leave and workplace safety

**7 LIMITATION OF LIABILITY.** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE OR THIRD-PARTY PERSONNEL (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL LIABILITY TO City of Franklin ARISING OUT OF SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK ISSUED HEREUNDER, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY City of Franklin TO CONTRACTOR FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY

**8 WAIVER** The failure of either party at any time to require performance by the other party of any provision expressed herein shall in no way affect such party's right thereafter to enforce such provision, nor shall the waiver by either party of any breach of any provision expressed herein be taken or held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself

9 **INDEPENDENT CONTRACTOR** The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture

10. **ASSIGNMENT** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

11 **NOTICE** All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), and addressed

If to City of Franklin      City of Franklin  
   Attn: James Matelski  
   9229 W Loomis Road  
   Franklin, WI 53132

If to CONTRACTOR      Konica Minolta Business Solutions U S A , Inc  
   Attn: Philip De Simone  
   2670 Warwick Ave  
   Warwick, RI 02889

12 **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement or any Change Controls (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost, and such party resumes performance hereunder as soon as possible.

13 **APPLICABLE LAW** The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey and the parties consent to the jurisdiction and venue of the state and federal courts of the State of New Jersey.

14 **INTEGRATION** This Agreement (and all attachments) embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, whether oral or written, are merged into this agreement. Neither this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both CONTRACTOR and an authorized representative of City of Franklin.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto executed this Agreement as of the Effective Date provided above.



## Customer Approval

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Title

Approver

Signature

Date Signed

## Konica Minolta Approval

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Title

Approver

Signature

Date Signed

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|                           |  |                                   |
|---------------------------|--|-----------------------------------|
| APPROVAL                  | REQUEST FOR COUNCIL ACTION   | MTG. DATE<br>May 7, 2024          |
| Reports & Recommendations | A Resolution Authorizing Certain Officials to Execute a First Amendment to the Subdivision Development Agreement for Cape Crossing Subdivision (Phase 1) Between the City of Franklin and Cape Crossing LLC (Subdivider) | ITEM NO.<br>Ald. Dist. 6<br>C. 9. |

**BACKGROUND**

On October 18, 2022 Common Council approved the Subdivision Development Agreement (SDA) for Phase 1 of the Cape Crossing subdivision. The Phase 1 SDA included the dedication of Outlot 4 noted in Exhibit “E”, additional subdivision requirements number 16 –

*Subdivider shall prepare final plat of Phase 1 to dedicate land on the southeast corner of the entire subdivision known as Outlot 4 (26,309 +/- square feet) to City. Upon recording of dedication of Outlot 4, an amount of \$13,680 00 shall be credited to Subdivider from applicable Park Impact fees for this subdivision. Such credited amount shall be processed by way of a refund to the Subdivider of parks, playgrounds, and land for athletic fields impact fees paid by the Subdivider, by way of City check payable to the Subdivider sent by way of U.S. Postal Service Mail, within 90 days of the receipt by the City of such payment by the Subdivider, until the aforesaid amount of \$13,680 00 has been received by the City and refunded in its entirety*

At the September 9, 2022 Common Council meeting a motion carried that directed Staff to further review the conditions (item 17 of the resolution) and bring back to Council.

*17 The subdivider must revise sheet 2, note 5, to indicate dedication of Outlot 4 to the City of Franklin. The subdivider may obtain a credit or credit refund of the total park impact fee obligation per UDO Section 15-5 01 10F.4 b*

This item was brought back to the October 4, 2022 Common Council with the discussion of the S. 116<sup>th</sup> Street trail project and a motion carried –

*“Do nothing at this time. The property (Outlot 4) will become the City’s ownership. The site may be used for a contractor’s field office and DPW’s consequent access area for trail maintenance.”*

On March 19, 2024 Common Council approved the Phase 2 (Addition No. 1) SDA for the Cape Crossing subdivision with Outlot 4 to be dedicated with the final plat for Phase 2. After discussions with the subdivider, Staff and the subdivider feel that the more appropriate method to accept dedication of this property would be by warranty deed, rather than inclusion on the Phase 2 plat.

**ANALYSIS**

This first amendment to the Cape Crossing Phase 1 SDA is to amend the SDA to properly reflect the dedication of Outlot 4 via warranty deed rather than the Phase 1 final plat.

A warranty deed for Outlot 4 can be found elsewhere on this agenda.

**OPTIONS**

Approve enclosed first amendment to the Cape Crossing Phase 1 SDA

**FISCAL NOTE**

When the dedication of Outlot 4 of the subdivision is approved and recorded, the amount of \$13,680.00 shall be credited to the Subdivider from applicable Park Impact fees for the subdivision.

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_ a resolution to authorizing certain officials to execute a first amendment to the Subdivision Development Agreement for Cape Crossing Subdivision (Phase 1) between the City of Franklin and Cape Crossing LLC (subdivider)

Engineering Department: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SUBDIVISION DEVELOPMENT AGREEMENT FOR CAPE CROSSING SUBDIVISION (PHASE 1) BETWEEN THE CITY OF FRANKLIN AND CAPE CROSSING LLC (SUBDIVIDER)

WHEREAS, the Subdivision Development Agreement for the Cape Crossing Subdivision Phase 1 was approved by Common Council on October 18, 2022; and

WHEREAS, the final plat for Phase 1 did not include dedication of Outlot 4; and

WHEREAS, Outlot 4 will be dedicated to the City via warranty deed by the subdivider, Cape Crossing LLC; and

WHEREAS, the First Amendment to the Subdivision Development Agreement for Cape Crossing Subdivision Phase 1 between the City of Franklin and Cape Crossing LLC is to amend the Subdivision Development Agreement to properly reflect the dedication of Outlot 4 via warranty deed rather than inclusion on the Phase 1 final plat.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute a First Amendment to the Subdivision Development Agreement for Cape Crossing Subdivision (Phase 1) on behalf of the City with the Subdivider.

BE IT FURTHER RESOLVED that the City Clerk is directed to record said Amendment with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AGREEMENT-CAPE  
CROSSING SUBDIVISION (PHASE 1)  
BETWEEN THE CITY OF FRANKLIN AND  
CAPE CROSSING LLC**

**Subdivision development generally located to the north West Ryan Road, 1300 feet west of  
South 116th Street, east of City of Franklin corporate limits, Franklin, Wisconsin**

**THIS FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT  
AGREEMENT** (the "Amendment") is made and entered into as of \_\_\_\_\_, 2024 by  
and between **CAPE CROSSING LLC** a Wisconsin domestic business corporation, its  
successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a  
Wisconsin municipal corporation ("City").

**RECITALS**

City and Developer acknowledge the following:

A. The City and Developer entered into a Subdivision Development Agreement Between the City of Franklin and Cape Crossing LLC on October 31, 2022, for the property as described on Exhibit A annexed hereto.

B. Upon the request of Developer, the City Common Council on May 7, 2024 adopted Resolution No. 2024-\_\_\_\_\_, A Resolution Authorizing Certain Officials to Execute a First Amendment to Subdivision Development Agreement-Cape Crossing Subdivision (Phase 1) between the City of Franklin and Cape Crossing LLC, authorizing an amendment to paragraph 16 of "Exhibit 'E'" of said Agreement and authorizing the execution of this Amendment by the Mayor and the City Clerk.

C. Developer has approved this Amendment and authorized its execution by the appropriate representatives on its behalf

**AGREEMENT**

NOW, THEREFORE, in consideration of the RECITALS and the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and City agree as follows:

Paragraph 16 of "Exhibit 'E'" of the Subdivision Development Agreement-Cape Crossing Subdivision (Phase 1) between the City of Franklin and Cape Crossing LLC is hereby amended as follows: delete: "Subdivider shall prepare final plat of Phase 1", and in place thereof, insert: "Subdivider shall prepare a Warranty Deed".

[Signature pages follow.]

IN WITNESS WHEREOF, this Amendment is executed as of the date first above written.

**Cape Crossing LLC**

By: \_\_\_\_\_  
(Name and Title)

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

STATE OF WISCONSIN )  
 )ss.  
 \_\_\_\_\_ COUNTY )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, to me known to be the persons who executed the foregoing agreement on behalf of Loomis and Ryan, Inc. and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

**City of Franklin, Wisconsin**

By: \_\_\_\_\_  
John R. Nelson, Mayor

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

Attest. \_\_\_\_\_  
Shirley J. Roberts, City Clerk

Date. \_\_\_\_\_





## EXHIBIT A

### Property Legal Description

#### LEGAL DESCRIPTION of Phase 1

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southwest 1/4 of said Section 19; thence North 01°22'14" West along the west line of said Southwest 1/4, 331.22 feet; thence North 88°37'46" East, 25.00 feet; thence South 24°32'53" East, 122.60 feet; thence South 47°07'55" East, 127.19 feet; thence South 89°31'45" East, 119.31 feet; thence North 00°28'15" East, 190.00 feet; thence South 89°31'45" East, 53.58 feet; thence North 00°28'15" East, 95.89 feet; thence North 01°22'14" West, 280.00 feet; thence South 88°37'46" West, 131.37 feet; thence North 01°22'14" West, 30.00 feet; thence North 88°37'46" East, 131.37 feet; thence North 01°22'14" West, 272.24 feet; thence North 14°03'35" East, 18.52 feet; thence South 75°56'25" East, 70.00 feet; thence North 14°03'35" East, 135.00 feet; thence North 75°56'25" West, 30.00 feet; thence North 14°03'35" East, 180.00 feet; thence North 75°56'25" West, 130.00 feet; thence South 85°31'39" West, 57.23 feet to a point on a curve; thence northwesterly 40.04 feet along the arc of said curve to the left, whose radius is 275.00 feet and whose chord bears North 08°38'35" West, 40.00 feet; thence North 77°11'11" East, 140.00 feet; thence North 16°08'23" West, 189.70 feet; thence North 01°22'14" West, 168.42 feet; thence North 21°18'48" East, 49.89 feet; thence North 32°37'57" East, 340.00 feet; thence South 78°47'41" East, 20.00 feet; thence North 11°12'19" East, 142.77 feet; thence South 78°47'41" East, 30.00 feet; thence South 11°12'19" West, 142.77 feet; thence South 78°47'41" East, 200.04 feet; thence South 13°50'10" East, 170.00 feet; thence North 76°09'50" East, 209.52 feet; thence South 13°50'10" East, 14.60 feet; thence North 76°09'50" East, 142.00 feet; thence North 89°23'03" East, 191.70 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South 00°36'57" East along said east line, 1481.18 feet to the northwesterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395, Page 367 and a point on a curve; thence southwesterly 599.21 feet along the arc of said curve to the right, whose radius is 7777.60 feet and whose chord bears South 36°38'24" West, 599.06 feet to the south line of said Southwest 1/4; thence North 89°31'45" West along said south line, 1015.31 feet to the Point of Beginning.

ALSO

That part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1142.36 feet to the southeasterly line of The Milwaukee Electric Railway and Light Company (now Wisconsin Electric Power Company) as recorded in the Register of Deeds office for Milwaukee County, in Volume 1395,

Page 367, a point on a curve and the Point of Beginning 2; thence northeasterly 387.26 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North  $36^{\circ}51'54''$  East, 387.22 feet to the east line of the west 1/2 of said Southwest 1/4 as described by the Original Section Survey; thence South  $00^{\circ}36'57''$  East along said east line, 311.75 feet to the south line of said Southwest 1/4; thence North  $89^{\circ}31'45''$  West along said south line, 235.67 feet to the Point of Beginning 2

|                           |  |   |
|---------------------------|--|---|
| <b>APPROVAL</b>           | <b>REQUEST FOR COUNCIL ACTION</b>  | <b>MTG. DATE</b><br>May 7, 2024               |
| Reports & Recommendations | <b>A Resolution Authorizing Certain Officials to Accept a Warranty Deed for Dedication of Outlot 4 of the Recorded Cape Crossing Subdivision Plat, Document Number 11356311 (TKN 890-1067-000)</b> | <b>ITEM NO.</b><br>Ald. Dist. 6<br><br>G. 10. |

**BACKGROUND**

Cape Crossing LLC, a Wisconsin Limited Liability Company, is granting a portion of land to the City of Franklin.

Outlot 4 (TKN 890-1067-000) is approximately 26,309 square feet and is located in the southeast corner of the subdivision. This portion of land is intended to be used within the S. 116th Street trail project.

**ANALYSIS**

On March 19, 2024 Common Council approved the Phase 2 (Addition No. 1) Subdivision Development Agreement (SDA) for the Cape Crossing subdivision with outlot 4 to be dedicated with the final plat for Phase 2. After discussions with the subdivider, Staff and the subdivider feel that the more appropriate method to accept dedication of this property would be by warranty deed, rather than inclusion on the Phase 2 final plat. Elsewhere on the agenda is a first amendment to the Phase 1 SDA to amend the method of dedication for outlot 4.

**OPTIONS**

Accept the warranty deed for outlot 4 of Cape Crossing.

**FISCAL NOTE**

When the dedication of outlot 4 of the subdivision is approved and recorded, the amount of \$13,680.00 shall be credited to the Subdivider from applicable Park Impact fees for the subdivision.

**RECOMMENDATION**

Motion to adopt Resolution 2024-\_\_\_\_\_ a resolution authorizing certain officials to accept a warranty deed for dedication of outlot 4 of the recorded Cape Crossing Subdivision Plat, document number (TKN 890-1067-000)

Engineering Department: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
WARRANTY DEED FOR DEDICATION OF OUTLOT 4 OF THE  
RECORDED CAPE CROSSING SUBDIVISION PLAT, DOCUMENT NUMBER 11356311  
(TKN 890-1067-000)

-----  
WHEREAS, Cape Crossing LLC is the owner of the land (outlot 4, TKN 890-1067-000) of the Cape Crossing Subdivision, Milwaukee County Register of Deeds document number 11356311, dedicating said outlot to the City of Franklin; and

WHEREAS, the dedication of said land for public purposes is in the best interest of the City; and

WHEREAS, the City of Franklin has a need for the dedication of outlot 4 for the South 116th Street trail project; and

WHEREAS, the Common Council having found and determined that the proposed dedication is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that the dedication of land upon outlot 4 of the recorded Cape Crossing subdivision plat, document number 11356311, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the acceptance of the dedication of lands by the City of Franklin shall be evidenced by warranty deed to be delivered to the City of Franklin in the form and content as annexed hereto, the City Clerk then being directed to record said warranty deed with the Register of Deeds for Milwaukee County.

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 \_\_\_\_\_

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Cape Crossing, LLC, a Limited Liability Company

("Grantor," whether one or more), and City of Franklin

("Grantee," whether one or more)

Grantor for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in MILWAUKEE County, State of Wisconsin ("Property") (if more space is needed, please attach addendum)

Outlot 4, in Cape Crossing, being a part of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, State of Wisconsin.

Recording Area

Name and Return Address  
**Attn: Shirley J. Roberts**  
**City of Franklin**  
**9229 W. Loomis Rd.**  
**Franklin, WI 53132**

**890-1067-000**

Parcel Identification Number (PIN)

This is not homestead property  
(~~is~~) (is not)

Exceptions to warranties

**Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.**

Dated \_\_\_\_\_

Cape Crossing, LLC, a Limited Liability Company

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\* \_\_\_\_\_

\* Bryan Lindgren, President, Neumann Developments

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\* \_\_\_\_\_

\* \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

TITLE MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis Stat § 706.06)

THIS INSTRUMENT DRAFTED BY  
Matt K. Neumann, Neumann Developments, Inc.  
N27 W24025 Paul Court, Suite 100, Pewaukee, WI 53072

**ACKNOWLEDGMENT**

STATE OF Wisconsin )

Waukesha ) ss  
COUNTY )

Personally came before me on \_\_\_\_\_,  
the above-named Bryan Lindgren

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same

\* Wendy Griffin  
Notary Public, State of Wisconsin  
My commission (~~is permanent~~) (expires 2/5/25)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

\*Type name below signatures

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|                              |  |                          |
|------------------------------|--|--------------------------|
| APPROVAL                     | REQUEST FOR<br>COUNCIL ACTION  | MEETING DATE<br>5/7/2024 |
| REPORTS &<br>RECOMMENDATIONS | <b>Authorize the Directors of Administration and Finance to Access Current Financial Procedures and Policies and Implement Industry Standard Best Practices and Project Management Protocols</b> | ITEM NUMBER<br>G. 11.    |

**RATIONALE**

The City faces significant budgetary concerns due to project overruns and inefficiencies in fiscal notes, budget confirmations, and project management. The City's ongoing audit highlights the urgent need to access financial procedures and policies and implement industry-standard best practices. The identified financial policy inefficiencies and lack of project management protocols necessitate immediate action. Approving this motion will empower the Directors of Administration and Finance to address these issues, ensuring improved financial and project management for the City.

**COUNCIL ACTION REQUESTED**

Motion to Authorize the Directors of Administration and Finance to Access Current Financial Procedures and Policies and Implement Industry Standard Best Practices and Project Management Protocols.

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|------------------------------------|--|------------------------------------|
| <b>APPROVAL</b>                    | <b>REQUEST FOR COUNCIL ACTION</b>  | <b>MEETING DATE</b><br>May 7, 2024 |
| <b>REPORTS AND RECOMMENDATIONS</b> | An Ordinance to Opt Out of the Extended Hours Closing Times and to Retain the Closing Times Currently in Effect Pursuant to the Wisconsin Statutes for Alcohol Beverage Licensed Premises in the City of Franklin for the Days Related to the Republican National Convention to be Held in the City of Milwaukee, Pursuant to Subsections 64c.(4)(b)3., (c)3. and (d)3. of 2023 Wisconsin Act 73 | <b>ITEM NUMBER</b><br><br>G-12     |

2023 Wisconsin Act 73, which was enacted on December 6, 2023 and was published on December 7, 2023, provided for extended hours of closing times for alcohol beverage licensed premises in Southeast Wisconsin municipalities to between 4 a.m. and 6 a.m., from the current closing times of between 2 a.m. and 6 a.m., and on Saturday and Sunday between 2:30 a.m. and 6:00 a.m. as set forth in the Wisconsin Statutes, in the individual discretions of the municipalities to which it is applied. Citations of 2023 Wisconsin Act 73 and the applicable Wisconsin Statutes are set forth below, with the in detail specifically applicable provisions highlighted.

**2023 WISCONSIN ACT 73**

Date of enactment: **December 6, 2023**

**2023 Senate Bill 268** Date of publication\*: **December 7, 2023**

\* Section 991.11, Wisconsin Statutes: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

**Section 65. Effective dates.** This act takes effect on the first day of the 5th month beginning after publication, except as follows:

(3m) Transition; initial implementation authority. **Section 64c of this act takes effect on the day after publication.**

**2023 WISCONSIN ACT 73**

**Section 64c. Nonstatutory provisions. \*\*\***

**(4) Retail closing hour exception for 2024 national political convention.**

(a) In this subsection:

1. "Convention period" means the period beginning on the first day of a national political convention held in Milwaukee in the summer of 2024 until the day after the convention's last day.

2. "Municipality" has the meaning given in s. 125.02 (11).

3. "Southeast Wisconsin municipality" means a municipality any part of which is located within Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County.

**(b) 1. Notwithstanding s. 125.32 (3) (a), but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a Class "B" license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.**

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

**3. Notwithstanding s. 125.32 (3) (d), a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.32 (3) (a).**

**(c) 1. Notwithstanding s. 125.68 (4) (c) 1., but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a "Class B" or "Class C" license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.**

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as

ineligible or disqualified for the extended closing hour specified in subd. 1.

3. Notwithstanding s. 125.68 (4) (c) 5., a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.68 (4) (c) 1.

(d) 1. Notwithstanding ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), but subject to subds. 2. and 3., during the convention period, the closing hours for a full-service retail outlet under s. 125.29 (7), 125.52 (4), or 125.53 (3), and the on-premises sales hours on brewery premises, manufacturing or rectifying premises, and winery premises, operating in a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, premises in the municipality of any permittee under s. 125.29, 125.52, or 125.53 to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

3. A southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), as unaffected by par. (b).

(5m) Transition; initial implementation authority. The administrator of the division of income, sales and excise tax in the department of revenue shall have interim authority to undertake all measures necessary to implement the changes in this act by the effective date of each change, including taking action in preparation for the creation of a division of alcohol beverages and appointment of a division administrator and bureau directors.

**Section 26cv.** 125.29 (7) and (8) of the statutes are created to read: \*\*\*

(8) Closing hours. (a) On brewery premises, no person may sell alcohol beverages at retail for on-premises consumption, provide taste samples of alcohol beverages, or consume alcohol beverages during the closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a). A full-service retail outlet under sub. (7) shall be subject to the same closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a).

(b) On brewery premises and at a full-service retail outlet, no person may sell alcohol beverages at retail for off-premises consumption during the hours in which a Class "B" licensee in the municipality where the brewery or retail outlet is located may not make retail sales under s. 125.32 (3) (am) and (d).

(c) No member of the public or invited guests may be present on brewery premises during the closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a).

(d) Activities authorized under a brewer's permit related to the production, shipment, transportation, or delivery of alcohol beverages may occur at any time.

**Section 26fq.** 125.52 (4) and (5) of the statutes are created to read: \*\*\*

(5) Closing hours. (a) On a manufacturer's or rectifier's premises, no person may sell alcohol beverages at retail for on-premises consumption, provide taste samples of alcohol beverages, or consume alcohol beverages during the closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a). A full-service retail outlet under sub. (4) shall be subject to the same closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a).

**Section 26fu.** 125.53 (3) and (4) of the statutes are created to read: \*\*\*

(4) (a) On winery premises, no person may sell alcohol beverages at retail for on-premises consumption, provide taste samples of alcohol beverages, or consume alcohol beverages during the closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a). A full-service retail outlet under sub. (3) shall be subject to the same closing hours applicable to a Class "B" licensee under s. 125.32 (3) (a).

Wis. Stat. § 125.32(3) Closing hours. (a) No premises for which a Class "B" license or permit is issued may remain open between the hours of 2 a.m. and 6 a.m., except as provided in this paragraph and par. (c).

On Saturday and Sunday, the closing hours shall be between 2:30 a.m. and 6 a.m. except that, on the Sunday that daylight saving time begins as specified in s. 175.095(2), the closing hours shall be between 3:30 a.m. and 6 a.m. On January 1 premises operating under a Class "B" license or permit are not required to close.

(am) Between 12 midnight and 6 a.m. no person may sell fermented malt beverages on Class "B" licensed premises in an original unopened package, container or bottle or for consumption away from the premises.

Wis. Stat. § 125.68(4) Closing hours. \*\*\*

(c) “Class B” and “Class C” retailers. 1. Subject to subds. 3. and 6. and s. 125.51(3r)(a)3., no premises for which a “Class B” license or permit or a “Class C” license has been issued may remain open between the hours of **2 a.m. and 6 a.m.**, except as otherwise provided in this subdivision and subd. 4. On January 1 premises operating under a “Class B” license or permit are not required to close. On **Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6 a.m.** except that, on the Sunday that daylight saving time begins as specified in s. 175.095(2), no premises may remain open between 3:30 a.m. and 6 a.m. This subdivision does not apply to a “Class B” license issued to a winery under s. 125.51(3)(am).

### **COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Opt Out of the Extended Hours Closing Times and to Retain the Closing Times Currently in Effect Pursuant to the Wisconsin Statutes for Alcohol Beverage Licensed Premises in the City of Franklin for the Days Related to the Republican National Convention to be Held in the City of Milwaukee, Pursuant to Subsections 64c.(4)(b)3., (c)3. and (d)3. of 2023 Wisconsin Act 73.

## ORDINANCE NO. 2024-\_\_\_\_

AN ORDINANCE TO OPT OUT OF THE EXTENDED HOURS CLOSING TIMES AND TO RETAIN THE CLOSING TIMES CURRENTLY IN EFFECT PURSUANT TO THE WISCONSIN STATUTES FOR ALCOHOL BEVERAGE LICENSED PREMISES IN THE CITY OF FRANKLIN FOR THE DAYS RELATED TO THE REPUBLICAN NATIONAL CONVENTION TO BE HELD IN THE CITY OF MILWAUKEE, PURSUANT TO SUBSECTIONS 64 c.(4)(b)3., (c)3. and (d)3. of 2023 WISCONSIN ACT 73

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WHEREAS, 2023 Wisconsin Act 73, which was enacted on December 6, 2023 and was published on December 7, 2023, provided for extended hours of closing times for alcohol beverage licensed premises in Southeast Wisconsin municipalities to between 4 a.m. and 6 a.m., from the current closing times of between 2 a.m. and 6 a.m., and on Saturday and Sunday between 2:30 a.m. and 6:00 a.m. as set forth in the Wisconsin Statutes, in the individual discretions of the municipalities to which it is applied; and

WHEREAS, the Common Council having considered such extended hours of closing times and having determined that in the interest of the public health, safety and welfare, such extended hours should not be permitted.

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

- SECTION 1: The City of Franklin, pursuant to Subsections 64c.(4)(b)3., (c)3. and (d)3. of 2023 Wisconsin Act 73, respectively, hereby opts out of the extended closing hours for the specified alcohol beverage licensed premises as set forth in Subsections 64c.(4)(b)1., (c)1. and (d)1. of 2023 Wisconsin Act 73, respectively, so the currently in effect closing times set forth in the Wisconsin Statutes shall continue to remain in effect for the days related to the Republican National Convention to be held in the City of Milwaukee, Wisconsin.
- SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2024-\_\_\_\_\_

Page 2

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 \_\_\_\_\_

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| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>  | <b>MEETING DATE</b><br>May 7, 2024 |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>AN ORDINANCE TO AMEND ORDINANCE<br/>2023-2569, AN ORDINANCE ADOPTING THE<br/>2024 ANNUAL BUDGET FOR THE CAPITAL<br/>IMPROVEMENT FUND TO PROVIDE \$37,710.00<br/>OF PARK IMPROVEMENT APPROPRIATIONS<br/>FOR THE ELECTRIC SERVICE UPGRADES AT<br/>LIONS LEGEND PARK</b> | <b>ITEM NUMBER</b><br><br>G. 13.   |

**Background**

On March 19, 2024, the Common Council authorized staff to advertise and bid the electric service upgrades at Lions Legend Park, primarily for the Independence Celebration. This project is anticipated to save electrical costs over the course of future events. Another item on this agenda is asking for bid awarding to a contractor to perform the work to complete this project.

**Recommendation**

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide additional appropriations to complete the electric service project.

**Fiscal Note**

This project is not in the 2024 Budget, however, there should be no adverse effect on the budget as the offset of rebate funding has been provided. The anticipated breakdown is as follows:

|  |  |
|--|--|
| Contract Cost                                | \$68,330.00                            |
| Contribution from Civic Celebrations Fund    | unknown at this time                   |
| Focus on Energy Rebate                       | -\$37,710.00 (which has been received) |
| Street Light Replacement (46-0331-5834.9693) | -\$30,620.00                           |

The GL Numbers associated with this amendment are:

Capital Improvement Fund – Fund 46

Revenue:

|              |             |          |             |
|--------------|-------------|----------|-------------|
| 46-0000-4143 | Block Grant | Increase | \$37,710.00 |
|--------------|-------------|----------|-------------|

Expenditure:

|              |                   |          |             |
|--------------|-------------------|----------|-------------|
| 46-0551-5832 | Park Improvements | Increase | \$37,710.00 |
|--------------|-------------------|----------|-------------|

Civic Celebrations member John Bergner noted the use of Fund Balance in the Civic Celebrations Fund to support this project. However, it is important to note that the Civic Celebrations Event has depleted approximately \$40,000 in the last 2 years by running the celebration over budget and not receiving enough revenue to support it. It is anticipated the celebration will run over budget again in 2024. There's a concern that depleting \$30,000 of the available fund balance (\$53,000 at YE 2023) may raise an issue for future celebrations. The Council may need to consider decreasing future budget obligations for the Civic Celebration or increase the taxpayer contribution to the celebration fund.

## COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-\_\_\_\_\_, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Capital Improvement Fund to Provide \$37,710.00 of Park Improvement Appropriations for the Electric Service Upgrades at Lions Legend Park.

### **Roll Call Vote Required**

Finance Dept - DB



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE \$37,710.00 OF PARK IMPROVEMENT APPROPRIATIONS FOR THE ELECTRIC SERVICE UPGRADES AT LIONS LEGEND PARK

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WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate park improvement appropriations for electric service upgrades at Lions Legend Park, primarily to support the Independence Celebration; and

WHEREAS, a budget amendment is needed to support a \$37,710.00 appropriation in the Capital Improvement Fund which will be offset by a funding source from the focus on energy rebate; and

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2024 Capital Improvement Fund Budget be amended as follows:

Capital Improvement Fund

Revenue

|      |              |                        |          |             |
|------|--------------|------------------------|----------|-------------|
| 0000 | Block Grants | Focus on Energy Rebate | Increase | \$37,710.00 |
|------|--------------|------------------------|----------|-------------|

Expenditure

|      |       |                   |          |             |
|------|-------|-------------------|----------|-------------|
| 0551 | Parks | Park Improvements | Increase | \$37,710.00 |
|------|-------|-------------------|----------|-------------|

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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 \_\_\_\_

|                              |  |                                 |
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| <b>APPROVAL</b>              | <b>REQUEST FOR COUNCIL ACTION</b>  | <b>MTG. DATE</b><br>May 7, 2024 |
| Reports &<br>Recommendations | <b>A Resolution to Award Electric Service Upgrades<br/>at Lions Legend Park- 8030 South Legend Drive, TKN 802 9995 001 to<br/>J. Miller Electric, Inc. for \$68,330.00</b> | <b>ITEM NO.</b><br>G.14.        |

**BACKGROUND**

On March 19, 2024 Common Council authorizes Staff to advertise and bid electric service upgrades at Lions Legend Park, primarily for the Independence Celebration. During the 2023 Independence Celebration, Civic Celebrations Commission had to utilize four portable generators to supply sufficient electrical service for the event and spent approximately \$5,000 on fuel for the generators over the course of the event. This is in addition to DPW Staff time needed to assist in set up and removal of the generators.

Staff solicited bids for this work, and it is hopeful that this work will be ready for the 2024 Independence Celebration. The work is expected to be completed this year.

**ANALYSIS**

Two bids were received on April 25, 2024 as follows:

- \$68,330.00 J. Miller Electric, Inc.
- \$68,474.00 WIL-surge Electric, Inc.

Based on an estimate provided by a third contractor, Staff anticipated that this project would cost \$120,000.

**OPTIONS**

Award contract to J. Miller Electric, Inc. or other direction to Staff.

**FISCAL NOTE**

The estimated construction cost to complete this work was \$120,000.00. Considering the actual cost of the project, the allocated funds are as follows:

|  |  |               |
|--|--|---------------|
|  | Contract Cost                                | (\$68,330.00) |
|  | Focus on Energy Rebate                       | \$37,710.00   |
|  | (46-0331-5834.9693) Street Light Replacement | \$30,620.00   |
|  |  |               |

Approximately \$8,500.00 was paid to WE Energies in 2023 in preparation for the electrical service upgrade.

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_ a resolution to award electric service upgrades at Lions Legend Park- 8030 South Legend Drive, TKN 802 9995 001 to J. Miller Electric, Inc. for \$68,330.00.

Engineering Department: GEM  
(Updated by KS/ams)

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION TO AWARD ELECTRIC SERVICE UPGRADES  
AT LIONS LEGEND PARK- 8030 SOUTH LEGEND DRIVE, TKN 802-9995-001 TO  
J. MILLER ELECTRIC, INC. FOR \$68,330.00

-----  
WHEREAS, the City of Franklin advertised and solicited bids for installation of electrical upgrades at Lions Legend Park, primarily for the Independence Celebration; and

WHEREAS, two bids were received on April 25, 2024 and J. Miller Electric, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, J. Miller Electric, Inc. is a qualified public works contractor.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the electric service upgrades at Lions Legend Park- 8030 South Legend Drive, TKN 802-9995-001 to J. Miller Electric, Inc. for \$68,330.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with J. Miller Electric, 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 \_\_\_\_\_

| APPROVAL                  | REQUEST FOR COUNCIL ACTION  | MEETING DATE<br>5/7/2024  |
|---------------------------|---|---------------------------|
| REPORTS & RECOMMENDATIONS | <p><b>Excessive 2023 Tax Assessment Claim submitted by Ramelann Kalagian on January 29, 2024 for the Property Bearing Tax Key No. 847-0084-001. The Common Council may enter closed session pursuant to §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the claim and governmental actions in relation thereto, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</b></p> | ITEM NUMBER<br><br>G. 15. |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the excessive 2023 tax assessment claim submitted by Ramelann Kalagian on January 29, 2024 for the property bearing Tax Key No. 847-0084-001, and governmental actions in relation thereto, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| <p><b>APPROVAL</b></p>                        | <p><b>REQUEST FOR<br/>COUNCIL ACTION</b></p>   | <p><b>MEETING<br/>DATE</b><br/>May 7, 2024</p> |
| <p><b>REPORTS AND<br/>RECOMMENDATIONS</b></p> | <p><i>Greg Nisenbaum v. City of Franklin</i> Excessive Tax Assessment Claim. The Common Council may enter closed session 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 the subject claim, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> | <p><b>ITEM NUMBER</b><br/><br/>G. 16.</p>      |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session 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 the *Greg Nisenbaum v. City of Franklin* Excessive Tax Assessment Claim, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| APPROVAL                    | REQUEST FOR COUNCIL ACTION   | MEETING DATE<br>May 7, 2024      |
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| REPORTS AND RECOMMENDATIONS | <p>Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p> | <p>ITEM NUMBER</p> <p>G. 17.</p> |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| Approval  | REQUEST FOR COUNCIL ACTION  | MEETING DATE<br>5/7/24  |
|---|---|---|
| <p align="center"><b>REPORTS &amp;<br/>RECOMMENDATIONS</b></p>  | <p>Potential commercial/residential development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to propert(ies) at 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Road, 9355 W. Brenwood Park Drive and other properties surrounding the intersection of St. Martins and Loomis Roads. 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/residential 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 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Road, 9355 W. Brenwood Park Drive and other properties surrounding the intersection of St. Martins and Loomis Roads, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> | <p align="center"><b>Ald. Districts 1, 2 &amp; 6<br/>ITEM NUMBER</b></p> <p align="center">G. 18.</p> |
| <p>Department of City Development, Administration, Finance and Legal Services departments staff will be present at the meeting.</p>   |   |   |
| <p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p>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/residential 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 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Road, 9355 W. Brenwood Park Drive and other properties surrounding the intersection of St. Martins and Loomis Roads, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> |   |   |

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| Approval                                 | REQUEST FOR COUNCIL ACTION  | MEETING DATE<br>5/7/24                               |
|--|---|--|
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <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<br/>ITEM NUMBER</p> <p>G. 19.</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.

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| APPROVAL                           | REQUEST FOR COUNCIL ACTION   | MEETING DATE<br>May 7, 2024                                  |
|------------------------------------|--|--|
| <b>REPORTS AND RECOMMENDATIONS</b> | <p>Potential Acquisition of a Portion of the Property on 0 S 100th ST (Tax Key No. 840-9984-000) and on 0 S Lovers Lane RD (Tax Key No. 840-9982-003) for a Permanent Water Main Utility Easement, for the Installation of a Water Main to and for the Adjacent Water Tower Park Project and the Service Area in Relation Thereto. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 0 S 100th ST (Tax Key No. 840-9984-000) and on 0 S Lovers Lane RD (Tax Key No. 840-9982-003) for a permanent water main utility easement, for the installation of a water main to and for the adjacent Water Tower Park Project and the service area in relation thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p> | <b>ITEM NUMBER</b><br><b>District 2</b><br><br><i>G. 20.</i> |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of a portion of the property on 0 S 100th ST (Tax Key No. 840-9984-000) and on 0 S Lovers Lane RD (Tax Key No. 840-9982-003) for a permanent water main utility easement, for the installation of a water main to and for the adjacent Water Tower Park Project and the service area in relation thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| APPROVAL                    | REQUEST FOR COUNCIL ACTION   | MEETING DATE<br>May 7, 2024                     |
|-----------------------------|--|---|
| REPORTS AND RECOMMENDATIONS | <p>Potential Acquisition of 30.00' RESERVED FOR PUBLIC ROAD PURPOSES Property as Described and Set Forth on Certified Survey Map No. 5913, Recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 INCL., upon a Portion of the Property on 8050 South 100th Street (Tax Key No. 801-9981-001), for the adjacent Water Tower Park Project and Access Thereto. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of 30.00' RESERVED FOR PUBLIC ROAD PURPOSES property as described and set forth on Certified Survey Map No. 5913, recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 INCL., upon a portion of the property on 8050 South 100th Street (Tax Key No. 801-9981-001), for the adjacent Water Tower Park Project and access thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p> | <p>ITEM NUMBER<br/>District 2</p> <p>G. 21.</p> |

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of 30.00' RESERVED FOR PUBLIC ROAD PURPOSES property as described and set forth on Certified Survey Map No. 5913, recorded with the Milwaukee County Register of Deeds on November 19, 1993, Reel 3166 Image 1255 to 1259 INCL., upon a portion of the property on 8050 South 100th Street (Tax Key No. 801-9981-001), for the adjacent Water Tower Park Project and access thereto, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| APPROVAL                     | REQUEST FOR<br>COUNCIL ACTION  | MEETING<br>DATE<br><br>5/7/2024            |
|------------------------------|--|--|
| REPORTS &<br>RECOMMENDATIONS | <p><b>City Personnel Performance Evaluation. The Common Council May Enter Closed Session Pursuant To Wis. Stat. § 19.85(1)(c), Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governing Body Has Jurisdiction Or Exercises Responsibility, 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 Wis. Stat. § 19.85(1)(g), Conferring With Legal Counsel For The Governmental Body Who Is Rendering Oral Or Written Advice Concerning Strategy To Be Adopted By The Body With Respect To Litigation In Which It Is Likely To Become Involved, And To Reenter Open Session At The Same Place Thereafter To Act On Such Matters Discussed Therein As It Deems Appropriate.</b></p> | <p><b>ITEM<br/>NUMBER</b></p> <p>G.220</p> |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, 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 Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| <b>APPROVAL</b>                 | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE<br/>05/07/2024</b> |
| <b>LICENSES AND<br/>PERMITS</b> | <b>MISCELLANEOUS LICENSES</b>         | <b>ITEM 02/NUMBER<br/>H.</b>       |

See attached License Committee Meeting Minutes from the License Committee Meeting of May 7, 2024.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of May 7, 2024.

CITY CLERK'S OFFICE



**License Committee Agenda\***  
**Franklin City Hall Hearing Room**  
**9229 West Loomis Road, Franklin, WI**  
**May 7, 2024 – 4:30 p.m.**

|   |   |                        |             |             |
|---|---|------------------------|-------------|-------------|
| <b>1.</b>   | <b>Call to Order &amp; Roll Call</b>  | <b>Time:</b>           |             |             |
| <b>2.</b>   | <b>Applicant Interviews &amp; Decisions</b>   |                        |             |             |
|   |   | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>   | <b>Applicant Information</b>  | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Class B Beer<br/>Class C Wine<br/>2023-2024<br/>New<br/>4:30 p.m.</b>  | <b>Waha Restaurant LLC</b><br>DBA Waha Buffet<br>6514 S. Lovers Lane Rd.<br>Yanni Jin, Agent  |                        |             |             |
| <b>Extraordinary<br/>Entertainment &amp;<br/>Special Event<br/>4:35 p.m.</b>                                    | <b>Root River Center – Rootfest Live Music Event</b><br>Person in Charge: David Church<br>Location: 7220 W. Rawson Ave.<br>Dates of Event: Friday & Saturday, 5/31 & 6/1/2024             |                        |             |             |
| <b>Extraordinary<br/>Entertainment &amp;<br/>Special Event and<br/>Temporary Class<br/>B Beer<br/>4:40 p.m.</b> | <b>Scottish Festivals Inc. – Scottish Highland Games</b><br>Person in Charge: David Berger<br>Location: 9100 S. 76 <sup>th</sup> St. – Croatian Park<br>Date of Event: Saturday, 6/1/2024 |                        |             |             |
| <b>Business Name<br/>Change<br/>Class B Beer<br/>Class B Liquor<br/>2023-2024<br/>New<br/>4:45 p.m.</b>         | <b>ROC Ventures, LLC – Business Name Change</b><br>DBA Ballpark Commons/The Rock Sports Complex<br>7005 S. Ballpark Dr.<br>Thomas Johns, Agent  |                        |             |             |

|  |   |              |  |  |
|--|---|--------------|--|--|
| <b>Extraordinary Entertainment &amp; Special Event</b><br><b>4:50 p.m.</b> | <b>Rock Sports Complex – Fireworks Displays After Milkmen Games – 2024</b><br>Person in Charge: Christ Conley<br>Location: 7035 S. Ballpark Dr. – Franklin Field<br>Dates of Event: 5/10, 5/24, 6/7, 6/14, 6/28, 7/12, 7/26, 8/2, 8/23, 2024              |              |  |  |
| <b>Extraordinary Entertainment &amp; Special Event</b><br><b>5:05 p.m.</b> | <b>Rock Sports Complex – Summer Concert Series – 2024 Season</b><br>Person in Charge: Carinn Hoffman<br>Location: 7900 S. Ballpark Dr. – Umbrella Bar<br>Dates of Event: Every Saturday from 6/1 through 9/28/2024 and Thursday, 7/4 and Monday, 9/2/2024 |              |  |  |
| <b>Extraordinary Entertainment &amp; Special Event</b><br><b>5:20 p.m.</b> | <b>Rock Sports Complex – Tacos &amp; Tequila/Phase Fest Music Festival – 2024</b><br>Person in Charge: Christ Conley<br>Location: 7035 S. Ballpark Dr. – Franklin Field<br>Dates of Event: Saturday & Sunday, 6/22 & 6/23/2024                            |              |  |  |
| <b>Operator</b><br><b>2023-2024</b><br><b>New</b>                          | <b>Bradley Mazur</b><br>The Rock Sports Complex   |              |  |  |
| <b>Operator</b><br><b>2023-2024</b><br><b>New</b>                          | <b>Steven Piontek</b><br>Luxe Golf /Dog Haus/Brick  |              |  |  |
| <b>Operator</b><br><b>2024-2025</b><br><b>Renewal</b>                      | <b>Steven Piontek</b><br>Luxe Golf /Dog Haus/Brick  |              |  |  |
| <b>3.</b>  | <b>Adjournment</b>  | <b>Time:</b> |  |  |

\*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> | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br>5/7/2024 |
| <b>Bills</b>    | <b>Vouchers and Payroll Approval</b>  | <b>ITEM NUMBER</b><br>I         |

Attached are vouchers dated April 12, 2024 through May 2, 2024, Nos. 197553 through Nos. 197788 in the amount of \$ 5,275,562.17. Also included in this listing are EFT Nos. 5660 through EFT Nos. 5678, Library vouchers totaling \$ 24,249.18, Tourism vouchers totaling \$ 77,425.17, Water Utility vouchers totaling \$ 1,809,545.80 and Property Tax Refunds in the amount of \$ 42,936.07. Voided checks in the amount of \$ (21,380.21) are separately listed.

Early release disbursements dated April 12, 2024 through May 1, 2024 in the amount of \$ 2,366,781.20 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 507 through Nos. 512 and EFT Nos. 350 (S) through Nos. 351 (S) dated April 17, 2024 through April 22, 2024, in the amount of \$ 4,029,898.67. \$ 20,968.38 represents refund reimbursements and \$4,008,930.29 represents settlements from US Bank. There is an additional \$5,883,870.43 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated April 19, 2024 is \$ 506,720.51, previously estimated at \$ 514,000. Payroll deductions dated April 19, 2024 are \$ 501,737.72, previously estimated at \$ 510,000.

The net payroll dated May 3, 2024 is \$ 463,877.24, previously estimated at \$ 465,000. Payroll deductions dated May 3, 2024 are \$ 247,047.49, previously estimated at \$ 250,000.

The estimated payroll for May 17, 2024 is \$ 475,000 with estimated deductions and matching payments of \$ 520,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of May 2, 2024 in the amount of \$ 5,275,562.17
- Payroll dated April 19, 2024 in the amount of \$ 506,720.51 and payments of the various payroll deductions in the amount of \$ 501,737.72 plus City matching payments and
- Payroll dated May 3, 2024 in the amount of \$ 463,877.24 and payments of the various payroll deductions in the amount of \$ 247,047.49 plus City matching payments and
- Estimated payroll dated May 17, 2024 in the amount of \$ 475,000 and payments of the various payroll deductions in the amount of \$ 520,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**