

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, MARCH 19, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement – Letter from Milwaukee County Office of Emergency Management Regarding Wireless Emergency Alert (“WEA”) Messages.
- C. Approval of Minutes:
Regular Common Council Meeting of March 5, 2019.
- D. Hearings.
- E. Organizational Business - Mayoral Appointment of Steve Rekowski, 7565 S. Mission Drive, Ald. Dist. 5 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/2020.
- F. Letters and Petitions:
- G. Reports and Recommendations:
 - 1. Project Updates for Ballpark Commons.
 - 2. City Hall Roof, HVAC, and Fascia Wood Replacement Project: Presentation and Acceptance of the Design Development Report from Quorum Architects, Inc. and Authorization to Proceed to Phase 2 of the Project, Development of Construction Documents.
 - 3. Status Update from the Quarry Monitoring Committee (“QMC”) as Directed by the Common Council.
 - 4. Tax Incremental District No. 4 Development Status and Staff Recommendations in Relation Thereto, Including the Creation of a Tax Incremental Overlay District.
 - 5. Authority to Execute a Purchase Contract, Funded Through the Equipment Replacement Fund, with Seagrave Fire Apparatus, LLC, for Replacement of Engine #206, a 1999 Fire Engine, with a 2019 Seagrave Model TB50CA, Marauder Pumper for \$633,395.
 - 6. A Resolution to Amend Resolution No. 2017-7291, a Resolution Conditionally Approving a Condominium Plat for Park Circle Condominiums as Approximately 9733 South 76th Street (Neumann Developments, Inc., Applicant), to Include and Depict all Proposed 54 Condominium Units Upon the Plat, Including in the Wis. Stat. § 703.26 Expanding Condominiums Areas; to Ratify and Approve *Nunc Pro Tunc* the Recording of the Plat on February 21, 2019 as Document No. 10849951; to Waive any Prior Regulatory Time Limits for the Recording of the Plat; to Authorize Department of City Development and Engineering Department Staff to Review for Approval all Forthcoming Addendums to the Plat in the Wis. Stat. § 703.26 Expanding Condominiums Areas, and to Rename the Development The Glen at Park Circle Condominium.

7. An Ordinance to Amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title Nos. 6162 "Mortgage Bankers and Loan Correspondents" and 6163 "Loan Brokers" to Allow for such Uses as a Permitted Use in the M-1 Limited Industrial District, and Standard Industrial Classification Title Nos. 1521 "General Contractors-Single-Family Houses," 1541 "General Contractors-Industrial Buildings and Warehouses," 1542 "General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses," 1742 "Plastering, Drywall, Acoustical, and Insulation Work," 1743 "Terrazzo, Tile, Marble and Mosaic Work," 1793 "Glass and Glazing Work," 1799 "Special Trade Contractors, not Elsewhere Classified" and 5145 "Confectionary" to Change such Uses from a Special Use to a Permitted Use in the M-1 Limited Industrial District (Kendall G. Breunig, Manager and Owner of Sunset Investors Venture, LLC, Applicant).
8. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located at 10504 West Cortex Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).
9. An Ordinance to Amend Ordinance No. 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the General Fund and Donations Funds for the City of Franklin to Reclassify Contingency Appropriations and Establish Appropriations for a K9 Purchase.
10. An Ordinance to Amend Ordinance No. 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the Sanitary Sewer Fund for the City of Franklin for Fiscal Year 2019 to Establish an Appropriation for Odor Management in the Ryan Creek Interceptor Sewer.
11. A Resolution to Enter into an Intergovernmental Cooperation Agreement with Milwaukee Metropolitan Sewerage District for Ryan Creek Interceptor Odor Control Improvements.
12. Authorization to Purchase 55 Personal Computer Replacements from Paragon Development Systems ("PDS") as Budgeted for in 2019.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of March 19, 2019.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Notice is given that a majority of the Economic Development Commission, Plan Commission and Community Development Authority may attend this meeting to gather information about an agenda item over which the Economic Development, Plan Commission and Community Development Authority has decision-making responsibility. This may constitute a meeting of the Economic Development Commission, Plan Commission and Community Development Authority, per State ex rel. Badke v. Greendale Village Board, even though the Economic Development Commission, Plan Commission and Community Development Authority will not take formal action at this meeting.

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

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

REMINDERS:

April 1	Common Council Meeting	6:30 p.m.
April 2	Spring Election	7:00 a.m.-8:00 p.m.
April 4	Plan Commission Meeting	7:00 p.m.
April 16	Common Council Meeting	6:30 p.m.
May 7	Common Council Meeting	6:30 p.m.
May 9	Plan Commission Meeting	7:00 p.m.

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Milwaukee County
OFFICE OF EMERGENCY MANAGEMENT
Christine Westrich, Director

March 8, 2019

Hon. Steve Olson
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mayor Olson:

Alerts received at the right time can help keep you safe during an emergency. With Wireless Emergency Alerts (WEA), warnings can be sent to mobile devices of individuals who may be in harm's way, without a special app or subscription.

WEA messages are text messages sent through mobile carriers in designated geographic areas, similar to how mobile phones receive AMBER alerts.

Beginning next month, the Milwaukee County Office of Emergency Management (OEM) will be authorized by the Federal Communications Commission (FCC) to issue WEA messages. OEM will conduct two WEA tests in 2019:

THU	04/11/2019	1:45 pm CST	<i>Coincides with Wisconsin Tornado & Severe Weather Awareness Week's statewide tornado drill</i>
WED	11/06/2019	12:00 noon CST	<i>Coincides with monthly outdoor siren test and Wisconsin Winter Weather Awareness Week</i>

Enclosed is a WEA fact sheet to share with your staff and other stakeholders. To receive a pdf version, to ask any questions or share concerns, contact us at 414-226-7302 or wea@milwaukeecountywi.gov.

Sincerely,

Christine Westrich, MBA
OEM Director



About Wireless Emergency Alerts

WHAT ARE WIRELESS EMERGENCY ALERTS?

Wireless Emergency Alerts (WEA) are emergency messages sent through your mobile carrier by authorized government alerting authorities, such as:

- FEMA
- National Weather Service
- Wisconsin Emergency Management
- Milwaukee County OEM

Alerts received at the right time can help keep you safe during an emergency. With WEA, warnings can be sent to your mobile device when you may be in harm's way, without a special app or subscription.

WHAT TYPES OF ALERTS WILL I RECEIVE?

Tornado Warnings, Blizzard Warnings, Extreme Wind Warnings and Flash Flood Warnings in Milwaukee County; AMBER Alerts; Presidential Alerts during a national emergency. Follow any action advised by the message. Seek more details from local media or authorities.

WHAT DOES A WEA MESSAGE LOOK LIKE?

WEA will look like a text message. The WEA message will show the type and time of the alert, any action you should take, and the agency issuing the alert. The message will be no more than 90 characters. WEA messages include a special tone and vibration, both repeated twice.

WHEN WILL I RECEIVE WEA MESSAGES?

Milwaukee County OEM will begin regular testing of the WEA system in April 2019. In an actual emergency, you may receive multiple messages as conditions change.



HOW DOES WEA KNOW WHERE I AM?

Just like emergency weather alerts you see on local TV, WEAs are broadcast from area cell towers to mobile devices in the area. Every WEA-capable phone within range receives the message, just like TV that shows the emergency weather alert. WEA, like the TV station, doesn't know exactly who is tuned in.

WHAT IF I DON'T WANT WEA MESSAGES?

We don't recommend it, but you can opt-out of receiving WEA messages for all but Presidential messages. To opt out, adjust settings on your mobile device.

WHAT IF MY DEVICE ISN'T WEA-CAPABLE?

WEA is only one of the ways you receive emergency alerts. Other sources include NOAA Weather Radio, news broadcasts, the Emergency Alert System on radio and TV programs, outdoor sirens and internet services.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 5, 2019
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on March 5, 2019 and called to order at 6:30 p.m. by Acting Mayor Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused was Mayor Steve Olson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Lubarda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Acting Mayor Dandrea stated he will be voting as Mayor.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and closed at 6:43 p.m.

APPROVAL OF MINUTES

C. Alderman Taylor moved to approve the minutes of the regular Common Council Meeting of February 19, 2019 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

MAYORAL APPOINTMENTS

E. Alderman Barber moved to confirm the following Mayoral Appointments: Teri Hammond, 11459 W. St Martins Rd. (Ald. Dist. 6), 3-year unexpired term to the Fair Commission expiring 04/30/2021; Michael Wrench, 3824 W. Forest Hill Ave. (Ald. Dist. 5), 3-year unexpired term to the Parks Commission expiring 04/30/2021; Donald Nierode, 9203 S. 44th St. (Ald. Dist. 4), 3-year unexpired term to the Architectural Board expiring 04/30/2020. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

CONSENT AGENDA

G.1. Alderman Taylor moved to approve the following consent agenda items:

4/01/2019 COUNCIL MEETING

G.1.(a) Reschedule Common Council Meeting of April 2, 2019 to April 1, 2019 due to the Spring Election.

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| POLICE SQUAD
RETENTION | G.1.(b) | Authorize the Police Department to retain a 2004 Chevy Impala, VIN 2G1WF52K749447661, for use in the Detective Bureau. |
| POLICE
EQUIPMENT | G.1.(c) | Authorize the Police Department to expend budgeted funds to purchase squad car computers and motorcycle video systems in the amount of \$24,000. |
| DONATION TO K9
ACCOUNT | G.1.(d) | Accept the donation of \$100 from Rose Spang for deposit into the Police Department K9 donation account. |
| ORD. 2019-2356
TECH. COMM.
MEMBERSHIP | G.1.(e) | Adopt Ordinance No. 2019-2356, AN ORDINANCE TO REPEAL AND RECREATE SECTION 10-15 B. OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN IN ORDER TO AMEND THE NUMBER OF MEMBERS OF THE TECHNOLOGY COMMISSION THAT COMPRISE A QUORUM. |

Approval of the above consent items was seconded by Alderman Barber. All voted Aye; motion carried.

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|--|------|---|
| PURCHASE K9 AND
TRAINING | G.2. | Alderman Mayer moved to authorize the Police Department to accept a donation from the Franklin Police Citizen Academy Alumni Association of approximately \$12,000 to be used, along with existing donated funds, to fund the future purchase and training of a new K9. Seconded by Alderman Barber. All voted Aye; motion carried. |
| RENEW DATCP
CONTRACT FOR
RETAIL FOOD AND
RECR. PROGRAMS | G.3. | Alderman Taylor moved to authorize proper officials for the City of Franklin to sign the 3-year contract to administer the retail food and recreation programs with the Wisconsin Department of Agriculture, Trade and Consumer Protection. Seconded by Alderman Barber. All voted Aye; motion carried. |
| CONCEPT REVIEW
FOR HOTEL AT 3030
W. RAWSON AVE. | G.4. | No action was taken on the presentation of a concept review for a proposed hotel development (approximately 2.21 acres generally located on the northwest corner of W. Rawson Avenue and S. Riverwood Boulevard) (R&P, LLC, Owner) (Odyssey Hotels, LLC, Applicant). |

- CONCEPT REVIEW FOR A PROPOSED MIXED USE AT 7220 W. RYAN RD. G.5. No action was taken on the presentation of a concept review for a proposed mixed use development comprised of a three-story 10-unit commercial live/work building, two three-story 9-unit townhouse buildings and one three story 11-unit townhouse building at 7220 W. Ryan Road (Lemke Properties LLC, Owner) (Pasa (Paul) Ece, Applicant).
- RES. 2019-7470 PED. ACCESS AND BICYCLE PATH EASEMENT FOR RYANWOOD MANOR PHASE 1 (AT S. 76TH ST. AND W. OAKWOOD RD.) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT) G.6. Alderman Nelson moved to adopt Resolution No. 2019-7470, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY S. 76TH STREET AND W. OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, and Alderman Mayer voted Aye; Alderwoman Wilhelm voted No. Motion carried.
- RES. 2019-7471 CONSERVATION EASEMENT OF RYANWOOD MANOR PHASE 1 SUBDIVISION (AT S. 76TH ST. AND W. OAKWOOD RD. (OAKWOOD AT RYAN CREEK, LLC) G.7. Alderman Nelson moved to adopt Resolution No. 2019-7471, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR RYANWOOD MANOR PHASE 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- 2019 SANITARY SEWER USER FEE G.8. Alderman Taylor moved to adopt a quarterly 2019 Residential Sanitary Sewer charge of \$57.67 and a fixed commercial connection charge of \$12.25 plus a \$3.32439184 per thousand gallon charge effective January 1, 2019 as provided by Municipal Code §207-14.H.(3)(b). Seconded by Alderman Nelson. All voted Aye; motion carried.

- EHLERS & ASSOC.
REVIEW 2014A AND
2017B DEBT ISSUES
- G.9. Alderman Taylor moved to authorize staff to engage Ehlers & Associates to conduct an Arbitrage review of the 2014A and 2017B debt issues for a fee not to exceed \$5,000. Seconded by Alderman Nelson. All voted Aye; motion carried.
- ORD. 2019-2357
ESTABLISH 2019
BUDGET FOR TID 6
- G.10. Alderman Nelson moved to adopt Ordinance No. 2019-2357, AMENDING ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH A 2019 BUDGET FOR TID 6. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.
- ORD. 2019-2358
BUDGET
APPROPRIATIONS
FOR SOLID WASTE,
DONATIONS, CIVIC
CELEBRATIONS,
FIRE GRANTS, TID 4
& TID 5
- G.11. Alderman Taylor moved to adopt Ordinance No. 2019-2358, TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR GENERAL, SOLID WASTE, ST. MARTINS FAIR, CIVIC CELEBRATIONS, FIRE GRANTS, TID 4 AND TID 5 FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO PROVIDE APPROPRIATIONS FOR ACTUAL PERFORMANCE TO AMENDED BUDGET FOR CALENDAR YEAR 2019. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- ORD. 2019-2359
BUDGET
ENCUMBRANCES
FOR GENERAL
FUND, CAPITAL
OUTLAY,
EQUIPMENT FUND,
TID 3, TID 4, TID 5,
& TID 6
- G.12. Alderman Taylor moved to adopt Ordinance No. 2019-2359, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CIVIC CELEBRATIONS FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 3, TID 4, TID 5, TID 6 FUND, AND SANITARY SEWER FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2018 BUDGET AS AMENDMENTS TO THE 2019 BUDGET. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
- ORD. 2019-2360
CAPITAL OUTLAY
FUND CARRYOVER
- G.13. Alderman Mayer moved to adopt Ordinance No. 2019-2360, AN ORDINANCE AMENDING ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO CARRYOVER INCOMPLETE 2018 PROJECTS AS AN

AMENDMENT TO THE 2019 BUDGET. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

RES. 2019-7472
INVESTMENT
POLICY
STATEMENT
AMENDMENT

G.14.

Alderman Taylor moved to adopt Resolution 2019-7472, A RESOLUTION AMENDING THE CITY OF FRANKLIN INVESTMENT POLICY STATEMENT, RESERVE & LIQUIDITY INVESTMENTS. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGREEMENT

G.15.(a)

No action was taken on a Professional Services Agreement in regard to the selection, negotiation and communication of supplier of public water for the City of Franklin from the Committee of the Whole meeting held on March 4, 2019.

CONCEPT REVIEW
FOR PROPOSED 40-
UNIT APARTMENT
DEVELOPMENT.
TKN 795-9999-008

G.15.(b)

No action was taken on a concept review presented at the Committee of the Whole meeting on March 4, 2019 for a proposed 40-unit apartment development upon an approximately 5.72 acre property bearing Tax Key No. 795-9999-008 (122nd Street Land Company, Owner) (Bodner Property Management, LLC, Applicant).

LICENSES AND
PERMITS

H.1.

Alderman Taylor moved to approve the following:
Grant Operator Licenses to Jamie M. Balistreri, 7712 Dunkelow Rd., Franksville; Hannah G. Barron, 11114 233 Ave., Trevor; Mitchell R. Dykstra, 4293 W. Southwood Dr.; Joseph W. Heup, 7606 W. Norwood Ln.; Austin J. Korth, 8481 S. 5th Ave., Oak Creek; Sarah A. Stark, 1465 S. 84th St., West Allis; Hold Operator license application for appearance from Ellisa S J Reeder, 1575 S. 82nd St., West Allis; and
Grant Temporary Class B Beer and Wine St. Martin of Tours Church for the Spring Auction on April 27, 2019.
Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1.

Alderman Mayer moved to approve the following:
City vouchers with an ending date of March 1, 2019 in the amount of \$4,223,236.58; Payroll dated March 1, 2019 in the amount of \$404,541.27 and payments of the various payroll deductions in the amount of \$227,472.34, plus City matching payments; and Payroll dated March 15, 2019 in the amount of \$395,000.00 and payments of the various payroll deductions in the amount of \$422,000.00, plus City matching payments; and Property Tax payments and refunds with an ending date

of March 1, 2019 in the amount of \$6,808.682.42. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman Taylor moved to adjourn the meeting at 8:02 p.m. Seconded by Alderman Nelson. On roll call voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>03-19-19</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.</i></p>

The Mayor has made the following appointment for Council confirmation:

Steve Rekowski, 7565 S. Mission Drive, Ald. Dist. 5 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/2020.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

Steve Rekowski, 7565 S. Mission Drive, Ald. Dist. 5 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/2020.

Shirley Roberts

Subject: FW: Volunteer Fact Sheet-Rekowski

From: volunteerfactsheet@franklinwi.gov [mailto:volunteerfactsheet@franklinwi.gov]

Sent: Wednesday, June 28, 2017 6:00 AM

To: Lisa Huening; Shirley Roberts; Sandi Wesolowski

Subject: Volunteer Fact Sheet

Name: Steve Rekowski
PhoneNumber: 414-587-6092
EmailAddress: steve.rekowski@pieperpower.com
YearsasResident: 13 yrs
Alderman:
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 1
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 0
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 1
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 1
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 1
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: MP Systems, DBA Pieper Line
TelephoneJob1: 262-246-0280
StartDateandPositionJob1: January 1 2015
EndDateandPositionJob1: Present / Branch Masnager
CompanyNameJob2: Pieper Electric, Inc
TelephoneJob2: 414-462-7700
StartDateandPositionJob2: May, 2009 / Branch Manager

EndDateandPositionJob2: Jan. 2015 - Transferred to MPS / Branch Manager
CompanyNameJob3: Habermehl Electric
TelephoneJob3: 414-529-1100
StartDateandPositionJob3: May 1996 - Electrician
EndDateandPositionJob3: May 2009 - Manager
Signature: Steve Rekowski
Date: 6-28-17
Signature2: Steve Rekowski
Date2: 6-28-17
Address: 7565 S. Mission Drive
PriorityListing: Board of Zoning & Building Appeals Plan Commision
WhyInterested: I like what the City of Franklin offers and want to give back to the community.
CompanyAddressJob1: 5477 S. Westridge Court New Berlin, Wi. 53151
DescriptionofDutiesJob1: Manage managers to develop the transportation group. Responsibilities are, budgeting, people development, safety, contract review, project estimate review, and financials.
AddressJob2: 5477 S. Westridge Court New Berlin, Wi 53151
DescriptionofDutiesJob2: Same as above
AddressJob3: 9542 S. 58th Street Franklin Wi 53132
DescriptionofDutiesJob3: Manager workforce, project financials, estimating, customer development.
AdditionalExperience:
ClientIP: 162.203.16.96
SessionID: qwhf2v55etk0bo45et4dxzbf
[See Current Results](#)

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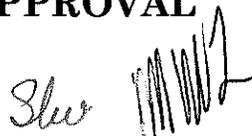
APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 19, 2019
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>G.1.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/19/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>City Hall Roof, HVAC, and Fascia Wood Replacement Project: Presentation and Acceptance of the Design Development Report from Quorum Architects, Inc. and Authorization to Proceed to Phase 2 of the Project, Development of Construction Documents</p>	<p>ITEM NUMBER</p> <p><i>G. 2,</i></p>

The City Hall Roof, HVAC, and Fascia Wood Replacement project anticipated Common Council review of the Design Development Report at the March 19, 2019 Common Council meeting. That report is largely attached and provides an overview of the project, a written narrative on the basis of design, design development site and floor plans, elevations and sections, base bid and alternative bid recommendations, and preliminary cost estimates. The report consists of a "Basis of Design" narrative (attached), a colored presentation document (attached), and a more detailed set of design development plans (a copy of which has been placed in the Aldermen's Room). A supplemental letter from the roofing consultant is also provided. The next step is Common Council acceptance of the Design Development Report and authorizing proceeding to Phase 2, which is the development of construction documents for bidding.

Although the Architect reports that the bid environment is currently strong and recommends moving forward as soon as practical, the design report indicates that the project is likely to remain largely a maintenance project with few resources available to incorporate an enhanced exterior main entrance. Simply achieving the core project components of replacement of the roof, the HVAC (south mechanical portions), and the fascia (cladding) is currently estimated at \$1,843,710. Backing out a 5% contingency of \$70,737, the base project is estimated at \$1,772,973 as compared to a budget of \$1,775,000. The base bid does not include any enhancement of the canopy in front of the main entrance and has a very straightforward canopy to replace the current cumbersome one.

What Phase 1 of the project revealed – through a more detailed, professional review by the architect, civil engineer, structural engineer, mechanical engineer, electrical engineer, and roofing systems analyst – was that the interconnections between the projects, including construction coordination, add costs that aren't revealed when viewed as individual projects, which was the only estimates previously received. Each of the core components of the project – roof, HVAC, and fascia (cladding) – are individually estimated to be generally in line with previously reported estimates: the HVAC component is still estimated at \$580,000 and the removing and replacing the roof is estimated at \$440,000; however, these other pieces add considerably to the project. Following are some examples of those circumstances.

- ❖ The HVAC project impacts the roof project by entirely changing the foot print of the units on the roof which leaves significant voids where large roof penetrations for venting currently comes through. The result is part of an additional \$69,000 in steel work to repair or build proper support structures in these areas.
- ❖ Perimeter fencing, or screening that currently circles the roof top HVAC units, needs to be replaced. Neither project previously estimated the impact of replacing the screening structure which is very old and worn. Although the replacement wall can be significantly scaled down, it is component of an additional nearly \$55,000 in carpentry work that was not anticipated.
- ❖ The cladding component also has some collateral costs. As previously discussed, the odd shape of the "wings" on the overhangs at the doorway entries become cumbersome to re-cover in the new cladding materials, where generally larger sheets of product reduce the overall cost. The bare concrete block behind the cladding requires the addition of steel backing supports in the event any canopies are desired over the doorways.
- ❖ Code changes are also impacting costs.

- Since the building was built, the energy code is now requiring added insulation in the roofing project, which results in building up the perimeter wall of City Hall by about 3 or 4 inches to maintain a proper drop to the base of the roof; all of which add costs. (The increased R-value reduces heating and cooling costs but increases construction costs.)
- The electrical code changes are driving part of more than \$66,000 in electrical additions, for example to address new requirements for exterior security lighting at the doorways.
- ❖ Initial set up (called general requirements), things like dumpsters and construction trailers, adds over \$20,000, while contractor costs for general liability insurance is expected to exceed, \$11,000.
- ❖ Tasks such as planning for installation of the HVAC in phases so that City Hall can remain open and departments are impacted on a rolling schedule will add over \$40,000.

All of the above are examples of costs that draw down from the resources available to the architect to develop enhanced entrances. Most were not fully incorporated in the scope of the individual tasks when the project components were separately developed.

In reviewing the attached documents, you will see that the base bid will use the larger format Hardie Panel fascia with two new, simple wall-hung canopies, one off the main entrance (City Hall Entry #1) and the other at Inspection Services/Community Room (City Hall Entry #2). Additional pricing will be obtained for two different materials that provide for more architectural detailing. (Note, the costing estimate page included in the packet only includes the pricing for the Hardie Panel and an updated sheet will be provided Tuesday that addresses the two other, higher-end, cladding options.) Separate alternate bids are also being obtained for adding an enhanced open-air canopy at the main entrance, adding an enclosed vestibule with the canopy at the main entrance, adding three canopies over the other public entrances (Health wing and the two rear parking lot entrances), and upgrading from a 20-year roof warranty to a 30-year roof warranty.

The bid process will have to determine if there exists sufficient funding for moving forward with any of the alternates. For example, adding the modest enclosed vestibule and canopy clearly enhances the main entrance, but it is estimated to add approximately \$220,000 to the total project cost, so it depends on how close the estimator is to final bids as to whether or not it will fit within the budget. Obtaining the alternate pricing will also give the Council some specific information for a final award of contract because an enhanced main entrance may not have a dramatic cost, particularly when viewed over its 20-year (or more) life.

The Director of Administration recommends acceptance of the Design Development Report and authorization to proceed to Phase 2 of the project, development of construction documents. Items such as color of the panels can be addressed during Phase 2. Note that the costing identifies some "Qualifications/Assumptions/Exclusions" at the bottom of the page which the Director of Administration will investigate further while construction documents are being prepared. If approved as recommended, the Director of Administration will begin to work with the Planning Manager to determine steps necessary for required City/Planning approvals, which will then be brought back to the Common Council in the near future.

COUNCIL ACTION REQUESTED

Motion for acceptance of the Design Development Report from Quorum Architects, Inc. for the City Hall Roof, HVAC, and Fascia Wood Replacement Project and authorization to proceed to Phase 2 of the project, development of construction documents.



City of Franklin

A Thriving Community in Southeastern Wisconsin



Quorum Architects, Inc.

Roof, HVAC and Fascia Wood Replacement

Basis of Design

Consultants:

Architect:

Quorum Architects, Inc.

Structural:

Pierce Engineering

Mechanical Engineering:

Liechty Associates, Inc.

Electrical Engineering:

Leedy & Petzold Associates

Roofing Consultant:

Industrial Roofing Services, Inc.

Cost Estimation:

Selzer-Ornst Construction

3/15/2018



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General:

The intent of the basis of design is to document and supplement the current planning efforts that overlay the programming needs into the existing built environment. The descriptions include narratives for: Site/Civil, Architectural, Structural, Mechanical, Roofing and Electrical, at the Design Development level for incorporation into the Construction Documents. The purpose of this document is to assist Selzer-Ornst in updating the preliminary budget for the project and provide a written outline of the scope of work.

Consultants:

Architectural, Interiors and Landscape Design: Quorum Architects, Inc.
 Structural: Pierce Engineering
 Mechanical Engineering: Liechty Associates, Inc.
 Electrical Engineering: Leedy & Petzold Associates
 Roofing Consultant: Industrial Roofing Services, Inc.
 Cost Estimation: Selzer-Ornst Construction

Zoning

Tax Key: 802 9995 001
 Owner's Name: City of Franklin
 Zoning Designation: I-1
 Parcel Area: 34.80 acres

History / Background:

The South portion of City Hall was designed in 1969 by Grellinger - Rose - Jurenek - Klumb - Rappl - Hass, Inc. The North addition was design in 1980 by PF Schmitter Architects, Inc. as part of a Fire Station No.1 (Building "B") project. City Hall was also removed in 2003 per the design drawings from Barrientos Design & Consulting LLC.

Existing Number of Stories and Gross Square Feet:

Existing Number of Stories: 2

	South (Original Building)	North (Additon)	
Lower Level	6,443 Sq. Ft.	12,454 Sq. Ft.	18,897 Sq. Ft.
Upper Level	16,164 Sq. Ft.	12,434 Sq. Ft.	28,598 Sq. Ft.
			47,495 Total Square Feet
Roof	16,164 Sq. Ft.	12,434 Sq. Ft.	28,598 Sq. Ft.



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Applicable Codes / Requirements:

Governing Building Codes:

All municipally-owned commercial buildings are subject to following the currently adopted Wisconsin Commercial Building Code and the codes listed below:

1. Zoning Ordinances: Franklin Municipal Code and Unified Development Ordinance (UDO).
2. Building Code: International Building Code (IBC - 2015) and International Existing Building Code (IEBC - 2015) as adopted by WI Commercial Building Code, Chapters Comm 61-66 (effective Sept. 1, 2011).
3. Handicapped Accessibility: Americans with Disabilities Act, July 1, 1994, and ICC/ANSI standard 117.1-2009 as adopted by WI Commercial Building Code, Chapter Comm 62.
4. Safety and Health: NFPA Standards as adopted by WI Commercial Building Code, Chapters 30 & 32.
5. Energy Conservation: International Energy Conservation Code, 2015 as adopted by WI Commercial Building Code, Chapter Comm 63.
6. Electrical Code: National Electric Code, NEC - as adopted by WI Commercial Building Code, Chapter Comm 16.
7. Mechanical Code: International Mechanical Code, 2015 as adopted by WI Commercial Building Code, Chapters Comm 64 & 65.
8. Plumbing Code: WI Commercial Building Code, Chapters 81-85.
9. Fire Protection: National Fire Protection Association NFPA as adopted by WI Commercial Building Code, Chapter Comm 62.

ARCHITECTURAL NARRATIVE

Proposed Scope of Work:

Base Bid:

- Roof replacement per options identified in the Exterior Envelope Improvements Section.
- Removal and replacement of existing vertical wood fascia at upper third of the building
- Price three options all utilizing a rain screen system with a spray applied air and water barrier over the existing concrete block:
 - Nichiha Cement Board Siding (www.nichiha.com).
 - Product: Nichiha Designer Series; Illumination panels; 18"H x 72"W panels (nominal) and formed 4" corners in custom color(s).
 - Accessories: Nichiha standard stainless-steel starter and horizontal clip tracks.
 - James Hardie Cement Board Panels (www.hameshardie.com).
 - Product: Hardiepanel Vertical Siding; smooth; 48" wide panel.
 - Finish: Factory prefinished or alternate for factory primed with custom color site-painted finish.
 - Accessories: Easytrim Reveals, Inc.; aluminum reveals and corner trim with painted finish color matched to siding panels.
 - Dri-Design Metal Panel System (www.dri-design.com).
 - Product: Dri-Design Shadow Wall, pressure equalized rain screen system (1-1/4" deep).
 - Finish: Two-coat fluoropolymer painted finish in custom color(s).
 - Subgirts: Galv. hat channels on existing block.



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- Two new canopies over the City Hall Entrance #1 and Building Inspection / Community Entrance #2.
- Weather Barrier over existing CMU: Spray- or roller-fluid-applied, vapor-permeable synthetic polymer membrane; GCP Applied Technologies, Inc.; Perm-A-Barrier Liquid or equal.
- Removal of existing HVAC system, replacement with new HVAC system at South portion of City Hall circa 1980's building

Add Alternate Bid A1:

- Three new fixed canopies over the East and South man doors. Entries Numbers: 5, 6 and 8 to replace wood awning to be removed.

Add Alternate Bid A2:

- New enclosed entry vestibule at City Hall Entrance #1.

Add Alternate Bid A3:

- New open-air canopy at entry vestibule at City Hall Entrance #1. Similar to Add Alternate BID A2 without the storefront and conditioned space.

Add Alternate Bid A4:

- 30-year roof in lieu of 20-year roof over Roof Area #1. Add 5/8" protection layer over Roof Areas #2 and #3 for hail protection.

SITE INFRASTRUCTURE AND UTILITIES NARRATIVE:

Electrical Conduit / Duct Bank Connections:

- Rough in new conduit to future pylon sign to be located on the southernmost drive entrance off Loomis Road.

Sitework/Foundation:

- Excavation as required for new footings and foundation at new entry options.
- Excavation as required for a new stoop and frost footing to allow for a new exterior door.
- Excavation and grading as required to allow for new landscaping.

Landscaping:

- New planting beds adjacent to affected areas.

Concrete:

- New concrete sidewalks to connect the entries at multiple locations around the building
- New reinforced concrete footings and foundations at new entry options
- New frost footings for entry stoops

Hazardous material abatement:

- (NOT INCLUDED - BY OWNER) Painted wood siding should be tested for lead by owner.

Selective Demolition Exterior:

- Remove all roofing materials down to existing roof deck. Also see Exterior Building Envelope Updates. Remove existing roofing, insulation, ballast, metal coping, gutters, downspouts and any miscellaneous roof flashing.



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- Remove existing vertical wood fascia at upper portion of building and associated metal flashing and copings.
- Remove vertical wood siding at all areas below existing windows.
- Remove wood canopies at all exterior man doors and overhead doors.
- Remove vertical caulk at all brick expansion joints.
- Remove all HVAC equipment on the south building.
- Remove all lighting from building in preparation for new exterior lighting.

Selective Demolition Interior:

In order to replace existing HVAC equipment at the south building:

- Remove existing lay-in acoustical ceiling tiles and salvage for replacement. Grid to remain in place during the construction project.
- Phasing will need to be coordinated with the City of Franklin to allow existing occupants to move into swing space during HVAC upgrades.

Structural Steel

- New structural steel and metal decking at new Alternate Bid A1 & A2 entry canopies.
- All structural comments are noted on the attached design development drawings.

Misc. Metals and Cold-Formed Metal Framing

- New structural steel cable-stayed awnings at secondary entrances with cold-formed metal roof framing.
- New cold-formed metal wall framing at new entry canopies pylon structures.
- New stainless steel posts for post-mounted automatic door operator buttons.
- Re-install salvaged metal posts for reconfigured rooftop mechanical screening.

Exterior Storefront and Doors:

- New thermally broken aluminum storefront system with aluminum doors for Alternate Bid A1.
- New automatic entry operators and controls at new entry doors.

Exterior Building Envelope Upgrades:

- Cladding: Exterior rainscreen system(s) over furring on existing CMU wall.
 - Nichiha, Hardie Panel or Dri-Design system as described in Base Bid Proposed Scope of Work above.
- Weather Barrier over existing CMU: Spray- or roller-fluid-applied, vapor-permeable synthetic polymer membrane.
- Sheathing: Exterior gypsum sheathing (Dens-Glas or equal) over cold-formed metal framing at alternate canopy options.
- New Perimeter Prefinished Metal Coping/Fascia System: Coil-coated fabricated metal coping and fascia as required to finish top of new siding and cover roof parapet.

Interior Finishes:

- Wall and Floor Finishes at Enclosed Entry Alternate Option A2: Painted walls and large-format porcelain floor tiles with matching bullnose tile base.
- Ceiling Finish at Enclosed Main Entry Alternate Option A2: 2' x 2' acoustic ceiling and grid.



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Signage:

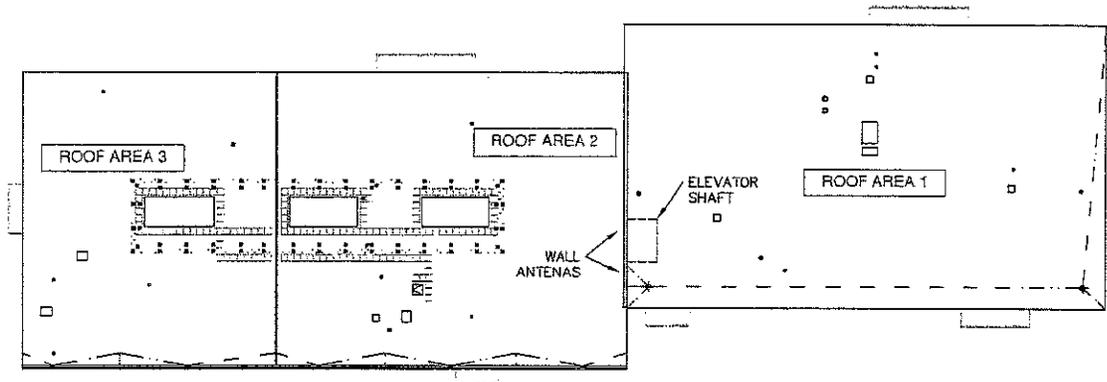
- Exterior Building Signage: Fabricated brushed stainless steel pin-mounted letters.

Furniture Fixtures and Equipment:

- New locked mailbox at City Hall Entrance.

ROOF NARRATIVE:

Please refer to the roof plan below of the facility to provide you with a visual reference of the Roof Areas discussed.



ROOF SIZES

ROOF AREA	SQ. FEET	PERIMETER
1	12,400	462
2	9,360	390
3	6,670	328
TOTAL	28,430	1,180

Existing Roof Analysis:

Roof Area 1

This roof area currently has one (1) roof system installed on the majority of the roof, but does have two (2) membranes installed on the elevator shaft along the south perimeter. The roof structure consists of steel roof deck structurally sloped to the east perimeter. Water is removed by means of two (2) internal roof drains along this perimeter. This roof area encompasses approximately 12,400 square feet of roof surface and 462 lineal feet of perimeter.

The roof system consists of one – five-eighths inch (5/8") layer of gypsum board laid (per original plans it was intended to be glued) over the steel deck followed by a layer of one inch (1") perlite insulation and topped with a two inch (2") layer of extruded polystyrene insulation (XPS). A 45-mil ethylene propylene diene monomer (EPDM) single-ply roof membrane is loose laid over the polystyrene insulation. The installed single-ply membrane was then ballasted with 1-1/2" to 2" stone ballast. The current system provides an insulating factor of R-13.



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Roof Areas 2 and 3

These roof areas currently have one (1) roof system installed on the roof. The roof structure consists of a steel roof deck structurally sloped to the east perimeter. Water is removed by means of five (5) perimeter scuppers which drain to a continuous gutter along the east perimeter. Roof area two (2) encompasses approximately 9,360 square feet of roof surface and 390 lineal feet of perimeter. Roof area three (3) encompasses approximately 6,670 square feet of roof surface and 328 lineal feet of perimeter.

The roof system consists of one - half inch (.5") layer of fiberboard laid over the steel deck and topped with a layer of two-inch (2") polyisocyanurate insulation which is mechanically fastened to the roof deck. A 45-mil ethylene propylene diene monomer (EPDM) single-ply roof membrane is fully adhered over the polyisocyanurate insulation. The current system provides an insulating factor of R-12.

All Roof Areas

Additionally, the exterior upper wall perimeters adjacent to these roof systems are finished with wood planks which are incorporated into the roof edge metal. The wood planks have been recently painted but are deteriorated and in need of replacement.

Proposed Roof Replacement Options:

Roof Area 1

Roof System - *Ballasted EPDM Single-Ply*

Option 1: The existing membrane, insulation and all abandoned projections and mechanical equipment would be demolished and properly disposed of down to the five-eighths inch (5/8") layer of gypsum board. Replacement of the gypsum board due to water deterioration and/or restoration of the steel deck would take place as necessary. Atop the prepared gypsum board, two layers of two-inch (2") Polyisocyanurate insulation for a total thickness of four inches (4") shall be loose-laid with joints off-set, for a total Long-Term Thermal Resistance Factor of R-23.

This option provides for all new materials under the new roof membrane above the deck system.

Option 2: The existing membrane (insulation left in place) and all abandoned projections and mechanical equipment would be demolished and properly disposed of and restoration of the steel deck completed at those locations. Replacement of the insulation and gypsum board due to water deterioration and/or restoration of the steel deck would take place as necessary. Atop the prepared insulation one, two-inch (2") layer of Polyisocyanurate insulation shall be loose-laid with joints off-set, for a total Long-Term Thermal Resistance Factor of R- 25.

This system of insulation does have drawbacks. The existing perlite insulation likely has some moisture trapped within its cross section. It would be detrimental to the roof membrane to have this moisture trapped below it due to the potential for condensation to accumulate at the back side of the membrane.



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In addition to the insulation options above; in either option, tapered Polyisocyanurate saddles would be installed between interior roof drains on the east perimeter to facilitate proper drainage. A 60-mil EPDM single-ply roof membrane would be loose-laid over the installed insulation. The completed single-ply membrane would then be re-ballasted with the existing stone (supplemented as necessary). The new roof system would incorporate 24 gauge, Kynar finished, sheet metal flashings. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of eighteen (18) years and warranty from the manufacturer for twenty (20) years for Option 1. Option 2 would carry a 10-year warranty.

Estimated Construction Costs:

Option 1:
\$160,000.00 (20 year)

Option 2:
\$130,000.00 (10 year)

Roof Areas 2 and 3

Roof System – Fully Adhered, Fleece-backed TPO Single-Ply

Deck and Insulation: The existing membrane, insulation and all abandoned projections and mechanical equipment would be demolished and properly disposed of down to the steel deck. Restoration of the steel deck would take place as necessary and at removed HVAC equipment penetrations (budget not included). Atop the prepared steel deck a single sheet of polyethylene plastic sheeting would be installed to serve as a vapor barrier. Two layers of two-inch (2") Polyisocyanurate insulation for a total thickness of four inches (4") shall be installed with joints off-set, for a total Long Term Thermal Resistance Factor of R-23. The first layer of insulation would be mechanically attached to the deck and subsequent layers would be adhered via Low-VOC foam to the first.

Option 1: A five/eighths inch (5/8") layer of DensDeck gypsum board would be adhered to the surface of the insulation to provide additional puncture and hail resistance. This option would carry a hail damage rider to the warranty which covers repairs or replacement for up to 2" hail damage.

In addition to the insulation options above; tapered Polyisocyanurate saddles would be installed between interior roof drains on the east perimeter to facilitate proper drainage. A 60-mil, fleece backed Thermoplastic (TPO) single-ply roof membrane would be adhered using Low-VOC foam over the installed insulation. The new roof system would incorporate 24 gauge, Kynar finished, sheet metal flashings. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of and warranty from the manufacturer for twenty (20) years.

Option 2: In lieu of the 60-mil, fleece backed TPO single-ply membrane, an 80-mil, fleece backed TPO single-ply membrane would be installed. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of and warranty from the manufacturer for thirty (30) years.



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Estimated Construction Costs:

Base Cost:
\$280,000.00 (20 year)

Option 1:
\$25,000.00(Hail Rider)

Option 2:
\$17,000.00 (30 year)

End of Architectural Narrative



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MECHANICAL NARRATIVE

General

HVAC replacement will incorporate a conversion to a VRF (Variable Refrigerant Flow) heat pump system while also taking advantage of existing hot water boiler capacity to provide greater zone control. This work will also incorporate a dedicated outdoor air (DOA) ventilation unit to maximize efficiency and minimize the size of replacement air distribution ductwork and equipment.

Demolition:

To allow the new systems and equipment to be installed and existing ductwork to be removed, approximately 80-90% of the existing ceiling tiles will need to be removed during construction. Ceiling grid will also need to be removed and replaced in areas where new hot water piping is being installed. Removal of the existing rooftop units will require infill of the roof decking, insulation, and new roofing.

New System:

The spaces conditioned in this portion of the building can be characterized as having a diverse load profile. Public spaces can be filled to capacity at times, and virtually empty at other times. While load diversity can be problematic for some HVAC systems, diversity is actually a benefit to VRF. Terminal units with refrigerant coils can function as either evaporator coils (for cooling) or condensing coils (for heating). Utilizing both sides of the compressor cycle allows waste heat to be recovered instead of rejecting the heat to outside.

New refrigerant gases have increased heat pump efficiency and lowered the economic balance point where air source heat pumps can operate in a winter climate.

Hot water heat from the existing boiler system will be routed to perimeter spaces allowing supplemental heat to be introduced during extreme weather. Existing piping at the Lower Level boiler room will be extended above the ceiling to new perimeter heat.

A dedicated outside air (DOA) system will be utilized to introduce preconditioned ventilation air to the entire area served and will incorporate energy recovery from spaces mechanically exhausted.

The new equipment on the roof will occupy about 25% of the area currently allotted to HVAC equipment. With the proposed system, the replacement ductwork will be approximately 1/10 the size of the existing ductwork, occupy less ceiling space and reduce fan energy.

Projected useful life for this system is in the range of 20-25 years. Modular terminal units and refrigerant manifolds offer flexibility for future changes to interior space planning and change of use.

Heating at New Enclosed Entry Alternate Option A2:

Provide new electric or hot water cabinet heater to heat the new entry enclosure.

End of Mechanical Narrative



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ELECTRICAL SYSTEM NARRATIVE

ELECTRICAL SYSTEM NARRATIVE

General:

Electrical contractor will be involved in these areas:

1. Disconnection and circuit extension to roof top items with minor fire alarm modifications; also, extending circuits to new HVAC devices on each level.
2. Adding exterior wall mount lighting powered from existing local night light circuits.
3. New lighting and potentially minor fire alarm modifications at the new City Hall entry.

Scope:

Electrical Removals / Modifications:

Power:

Three rooftop (see phasing of the project) units will eventually be removed from the roof. In addition to roof top outlets and a number of exhaust fans, which are not needed for the final design, the existing circuits are scheduled to be reused. We have been told that the existing services will be in line with the new power requirements; therefore, we will anticipate reuse of them at this point. The existing weather proof outlet, on the roof, will need its existing circuit extended to the new outlets location. This outlet is required by code for maintenance use when working on the roof top units. The exhaust fans, which are in numerous places over the roof, need to be disconnected and wiring held back to the panel which it is served from. The exhaust fan circuit breakers can be left in the panel and labeled as spares. These spares may be used to power the new HVAC units on each level.

All three HVAC units have control circuits that are extended from here to electrical room. These circuits have disconnects which are no longer needed for the new system. These should be removed once the units are out of service.

Fire alarm:

All three rooftop units have smoke detectors. These detectors will have to be isolated from the existing Simplex 4010 system and taken out of use prior to removing the units off the roof. If the new units on the roof require 2000 CFM or greater, new smoke and duct detectors will need to be installed and placed into the existing Simplex 4010 system.

New entry existing pull station will need to move to the new exit doors. The fire alarm contractor will need to pull wiring back to previous junction box and extend new low voltage conductors to new location.

Lighting at exterior doors:

Existing entry lighting will need to be removed, new 12-inch LED square recessed fixtures to be added under the overhangs, and new pendants and new downlights in the new entry will need to be powered and controlled. Signage reading "Franklin City Hall", will need to be powered, and contractor is to extend new controlled circuitry to signage location and work with provider of the sign.



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Flag Lighting:

Existing flag pole is likely not in the right location once the new entry is complete. It is anticipated that the flag pole will need to be removed by the general contractor and the electrical contractor will need to extend new power from the previous interior junction box to the flag's new location.

Existing ADA door entry devices:

Existing door operators will need to be modified to go on the new exit doors. Relocation of push buttons for entry will also need to occur, and any wiring which was underground would be replaced with new low voltage conductors.

Applicable Codes, Guidelines, and Standards:

The electrical systems shall be designed in accordance with the following codes, guidelines, and standards:

- DSPS Wisconsin Department of Safety and Professional Services
- IEEE Institute of Electrical and Electronics Engineers
- IESNA Illuminating Engineering Society of North America
- NEC National Electrical Code as adopted in Wisconsin
- NECA National Electrical Contractors Association
- NEMA National Electrical Manufacturers Association
- UL Underwriters Laboratories
- NFPA 1, 70, 72, 99, 101, 780
- ADAAG Americans with Disabilities Act Accessibility Guidelines
- ADA Americans with Disabilities Act
- TIA Telecommunications Industry Association
- ICC International Code Council (ICC)
 - International Building Code
 - International Energy Conservation Code
 - International Electrical Code
 - International Fire Code

New electrical:

Power:

Three new HVAC units located on the roof, are anticipated to be powered from the three circuits and ready to be extended to the old rooftop units. Electrical contractor will need to extend these circuits to the new location and will need to provide a new 120 V weatherproof receptacle within 25 feet of these units. It is believed that all three units are powered from the unit substation which is a 1200 amp 120/208Y volt utility service located in the lower level. Any

additional control wiring will have to be verified with the HVAC consultant, and additionally, it will need to be verified whether or not weatherproof disconnects will be needed for each unit. The units referred to as "City-multi indoor" units will need to have 120 V power to each of them. The panels at each level should be able to power each of them because they are low wattage.



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Lighting Modifications:

On February 23, 2019, we met with Scott Satula, Franklin Director of Inspections to determine what will need to be added to all the exits to provide adequate lighting during a power outage. Together it was determined that a unit right at each door could be powered for a "night light" circuit, which is always on, and is located in the corridor. We believe a small unit can be located over the doors and would just need a 924 emergency relay to turn on when an outage occurs. Solution: At each exterior main door, provide a wall mounted unit above each exit door and extend local corridor night light circuit to new units.

Normal Power Service and Distribution:

Existing panels and gear to remain, new breakers and circuit extensions to be added to power new devices.

End of Electrical Narrative

Attached: Design Development Drawings Dated: 3/15/2019



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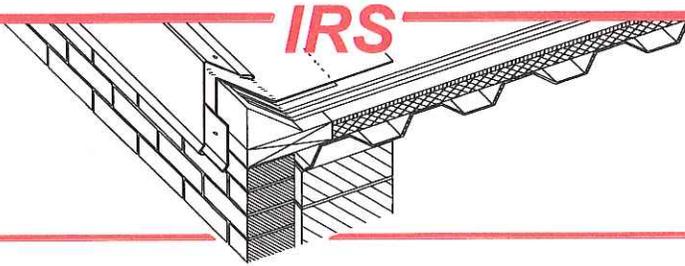


ESTIMATE SUMMARY

DESCRIPTION	BASE BID	ALT A1	ALT A2	ALT A3	ALT A4
	Roof, HVAC & Hardie Pnl Façade	3 added canopies	Enclosed Entry	Open Air Entry	30 yr roof warranty
01 General Requirements	21,550	-	-	-	-
02 Demolition	70,110	-	4,000	4,000	-
03 Concrete	-	-	15,000	15,000	-
04 Masonry	-	-	-	-	-
05 Metals	63,600	18,000	18,000	18,000	-
06 Carpentry	54,680	-	11,000	2,000	-
07 Thermal & Moisture Protection	-	-	19,200	19,200	-
Remove & Replace Roofing	440,000	-	-	-	20,000
Fascia Replacement	56,600	-	-	-	-
08 Openings	-	-	35,000	-	-
09 Finishes	42,620	-	25,000	2,000	-
10 Specialties	-	-	-	-	-
11 Equipment	-	-	-	-	-
12 Furnishings	-	-	-	-	-
13 Special Construction	-	-	-	-	-
14 Conveying	-	-	-	-	-
21 Fire Protection	-	-	5,000	-	-
22 Plumbing	-	-	5,000	5,000	-
23 HVAC	580,000	-	10,000	-	-
26 Electrical and Lighting	66,170	-	12,000	12,000	-
27 Communications, AV	-	-	-	-	-
28 Security	-	-	-	-	-
31 Earthwork	5,000	-	10,000	10,000	-
32 Exterior Improvements	15,000	-	18,000	18,000	-
50 Other	-	-	-	-	-
SUBTOTAL CONSTRUCTION	1,414,731	18,000	187,200	105,200	20,000
Escalation	-	-	-	-	-
Contingency (Est/Design) 0%	-	-	-	-	-
Contingency (Construction) 5%	70,737	900	9,380	5,260	1,000
CM Staff, GCs, Fee, Insurance	-	-	-	-	-
General Conditions 6%	84,884	1,080	11,232	6,312	1,200
CM Reimbursables	included	included	-	-	-
General Liability Insurance (Fixed Rate) 0.75%	11,778	150	1,558	876	167
Builder's Risk Insurance	by owner	by owner	-	-	-
Contractor Fee 5.25%	83,052	1,057	10,981	6,177	1,174
TOTAL CONSTRUCTION	1,665,190	21,187	220,341	123,824	23,541
OTHER PROJECT COSTS (A/E, FFE, Misc.) - PRELIMINARY					
Professional Services					
Phase I	38,620	included in base bid			
Phase II	139,900	included in base bid			
Permits and Fees (waived by City of Franklin)	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable
Furniture, Fixtures & Equipment	by owner	by owner	by owner	by owner	by owner
Utility Costs	by owner	by owner	by owner	by owner	by owner
Technology & AV	by owner	by owner	by owner	by owner	by owner
Moving & Storage of Furniture/Books/Etc	by owner	by owner	by owner	by owner	by owner
Advertising & Marketing Costs	by owner	by owner	by owner	by owner	by owner
Legal & Financial	by owner	by owner	by owner	by owner	by owner
Signage	by owner	by owner	by owner	by owner	by owner
Owner's Reserve	by owner	by owner	by owner	by owner	by owner
SUBTOTAL OTHER COSTS	178,520	-	-	-	-
TOTAL PROJECT COST	1,843,710	21,187	220,341	123,824	23,541

Qualifications/Assumptions/Exclusions

1. Hazardous material testing and abatement by owner
2. Work to take place after June 2019
3. Work to take place during normal working hours
4. Builders Risk Insurance by owner
5. Signage by owner's contractor
6. No work at existing windows or entries outside new entries on North elevation
7. Existing brick to remain as is



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

February 28, 2019

Mr. Chris Hau
Quorum Architects, Inc.
3112 W. Highland Blvd.
Milwaukee, WI 53208

Subject: Phase 1 Letter for Quorum Architects, Inc.
Franklin City Hall Roof Replacement
Franklin, WI
IRS Job No. 16973

Dear Mr. Hau:

In accordance with Phase 1 of our proposal for the above referenced project, enclosed please find an existing roof analysis and potential scopes of work. Please refer to the attached roof plan of the facility to provide you with a visual reference of the Roof Areas discussed.

Roof Area 1

This roof area currently has one (1) roof system installed on the majority of the roof, but does have two (2) membranes installed on the elevator shaft along the south perimeter. The roof structure consists of steel roof deck structurally sloped to the east perimeter. Water is removed by means of two (2) internal roof drains along this perimeter. This roof area encompasses approximately 12,400 square feet of roof surface and 462 lineal feet of perimeter.

The roof system consists of one – five/eighths inch (5/8") layer of gypsum board laid (per original plans it was intended to be glued) over the steel deck followed by a layer of one inch (1") perlite insulation and topped with a two inch (2") layer of extruded polystyrene insulation (XPS). A 45-mil ethylene propylene diene monomer (EPDM) single-ply roof membrane is loose laid over the polystyrene insulation. The installed single-ply membrane was then ballasted with 1-1/2" to 2" stone ballast. The current system provides an insulating factor of R-13.

Roof Areas 2 and 3

These roof areas currently have one (1) roof system installed on the roof. The roof structure consists of a steel roof deck structurally sloped to the east perimeter. Water is removed by means of five (5) perimeter scuppers which drain to a continuous gutter along the east perimeter. Roof area two (2) encompasses approximately 9,360 square feet of roof surface and 390 lineal feet of perimeter. Roof area three (3) encompasses approximately 6,670 square feet of roof surface and 328 lineal feet of perimeter.

The roof system consists of one - half inch (.5") layer of fiberboard laid over the steel deck and topped with a layer of two inch (2") polyisocyanurate insulation which is mechanically fastened to the roof deck. A 45-mil ethylene propylene diene monomer (EPDM) single-ply roof membrane is fully adhered over the polyisocyanurate insulation. The current system provides an insulating factor of R-12.

Mr. Hau
 February 28, 2019
 Page 2

All Roof Areas

Additionally, the exterior upper wall perimeters adjacent to these roof systems are finished with wood planks which are incorporated into the roof edge metal. The wood planks have been recently painted, but are deteriorated and in need of replacement.

Roof Area 1

Roof System - *Ballasted EPDM Single-Ply*

Option 1: The existing membrane, insulation and all abandoned projections and mechanical equipment would be demolished and properly disposed of down to the five/eighths inch (5/8") layer of gypsum board. Replacement of the gypsum board due to water deterioration and/or restoration of the steel deck would take place as necessary. Atop the prepared gypsum board, two layers of two inch (2") Polyisocyanurate insulation for a total thickness of four inches (4") shall be loose-laid with joints off-set, for a total Long Term Thermal Resistance Factor of R-23.

This option provides for all new materials under the new roof membrane above the deck system.

Option 2: The existing membrane (insulation left in place) and all abandoned projections and mechanical equipment would be demolished and properly disposed of and restoration of the steel deck completed at those locations. Replacement of the insulation and gypsum board due to water deterioration and/or restoration of the steel deck would take place as necessary. Atop the prepared insulation one, two inch (2") layer of Polyisocyanurate insulation shall be loose-laid with joints off-set, for a total Long Term Thermal Resistance Factor of R- 25.

This system of insulation does have drawbacks. The existing perlite insulation likely has some moisture trapped within its cross section. It would be detrimental to the roof membrane to have this moisture trapped below it due to the potential for condensation to accumulate at the back side of the membrane.

In addition to the insulation options above; in either option, tapered Polyisocyanurate saddles would be installed between interior roof drains on the east perimeter to facilitate proper drainage. A 60-mil EPDM single-ply roof membrane would be loose-laid over the installed insulation. The completed single-ply membrane would then be re-ballasted with the existing stone (supplemented as necessary). The new roof system would incorporate 24 gauge, Kynar finished, sheet metal flashings. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of eighteen (18) years and warranty from the manufacturer for twenty (20) years for Option 1. Option 2 would carry a 10 year warranty.

Estimated Construction Costs:	Option 1:	\$160,000.00 (20 year)
	Option 2:	\$130,000.00 (10 year)

Mr. Hau
 February 28, 2019
 Page 3

Roof Areas 2 and 3
Roof System – Fully Adhered, Fleece-backed TPO Single-Ply

Deck and Insulation: The existing membrane, insulation and all abandoned projections and mechanical equipment would be demolished and properly disposed of down to the steel deck. Restoration of the steel deck would take place as necessary and at removed HVAC equipment penetrations (budget not included). Atop the prepared steel deck a single sheet of polyethylene plastic sheeting would be installed to serve as a vapor barrier. Two layers of two inch (2") Polyisocyanurate insulation for a total thickness of four inches (4") shall be installed with joints off-set, for a total Long Term Thermal Resistance Factor of R-23. The first layer of insulation would be mechanically attached to the deck and subsequent layers would be adhered via Low-VOC foam to the first.

Option 1: A five/eighths inch (5/8") layer of DensDeck gypsum board would be adhered to the surface of the insulation to provide additional puncture and hail resistance. This option would carry a hail damage rider to the warranty which covers repairs or replacement for up to 2" hail damage.

In addition to the insulation options above; tapered Polyisocyanurate saddles would be installed between interior roof drains on the east perimeter to facilitate proper drainage. A 60-mil, fleece backed Thermoplastic (TPO) single-ply roof membrane would be adhered using Low-VOC foam over the installed insulation. The new roof system would incorporate 24 gauge, Kynar finished, sheet metal flashings. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of and warranty from the manufacturer for twenty (20) years.

Option 2: In lieu of the 60-mil, fleece backed TPO single-ply membrane, an 80-mil, fleece backed TPO single-ply membrane would be installed. The completed roof system would attain a UL Class "A" fire rating and have an anticipated service life of and warranty from the manufacturer for thirty (30) years.

Estimated Construction Costs:	Base Cost:	\$280,000.00 (20 year)
	Option 1:	\$25,000.00(Hail Rider)
	Option 2:	\$17,000.00 (30 year)

Mr. Hau
February 28, 2019
Page 4

Perimeter wood plank replacement should be completed with this project as the metal edge of the roof provides the upper flashing for this detail. Replacement of the wood planks after this project is complete would be very cumbersome, costly and likely to be improperly waterproofed.

Please contact me to confirm your understanding of these items and to confirm your roof system preference, prior to undertaking Phase II of our proposal.

If you should have any questions regarding the above information, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke, P.E.

W. Ryan Wilke, P.E.
Sr. Project Manager

<p style="text-align: center;">APPROVAL <i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 03/19/19</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">STATUS UPDATE FROM THE QUARRY MONITORING COMMITTEE (QMC) AS DIRECTED BY THE COMMON COUNCIL</p>	<p style="text-align: center;">ITEM NUMBER G, 3,</p>

At the December 4, 2019 Council meeting, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019.

As a follow up to the February 1st deadline above, at the January 22, 2019 meeting, the Council approved to direct staff to act upon the below citizen requests, with an update by the second meeting in March, 2019:

1. Add Quarry Monitoring meeting packets to the online system **Status:** Complete
2. Update Quarry website information. **Status:** Ongoing, with map recently updated.
3. QMC meetings held in the Council Chambers **Status:** Acceptable, as room is available.
4. Citizens may request blasting information via Aldermen. **Status:** Available by request.
5. Citizen questions to come before the Council. **Status:** List needs staff information.
6. QMC newsletter article will be a short write-up with web link. **Status:** A version went to print.

The Council, on January 22, 2019 further approved a second motion to bring forth the following Council action items, with an update by the second meeting in March, 2019:

7. Review of the Stantec survey related to the blasting distance from the S. 51st Street.
8. Review the proximity to homes and current blasting levels allowed per the PDD.
9. Update the Common Council on the content and status of the Reclamation Plan.
10. Review the QMC appointments in consideration of adding interested citizens, with this item to be addressed in the Mayor's appointments

STATUS FOR ITEMS # 7 & 8

It should be noted that residents have requested items 7 & 8 be given the *highest priority*. Due to the amount of information needed and request to address items 7 & 8 as a higher priority, the QMC recommends items 9 & 10 be addressed at a future Council meeting.

7. **Stantec survey related to the blasting distance from S. 51st St.** - Stantec Consulting Services Inc. (Stantec) was retained by Franklin to complete survey services related to the 650 ft. blasting setback from 51st St. Stantec provided Field Survey Reports to the QMC dated July 15, 2016 and June 12, 2017. Survey data was requested to help identify the Extraction Limit set within PDD 23 & 24.

The City Attorney provided a memo dated January 11, 2017 in regard to the "centerline" and "extraction area". The memo advises that the Extraction Area Boundary is from the then centerline of 51st. Street out 650 feet and that no limestone shall be extracted from within that 650 feet. It further advises that where the centerline is now or was is an engineering matter.

It is clear that nothing is to be extracted from 650 feet west of the 51st Street centerline. Therefore, Stantec measured pavement to pavement to determine the centerline of the street. However, some individuals believe the centerline moved because the centerline was surveyed 1.4 to 2.6 feet from the section line.

Because of this difference, Stantec provided both the distance 650 feet from the section line and 650 feet from the centerline.

The 2016 survey indicates when using the centerline, the northern area B (not yet blasted) had *material* at its maximum of 9.61 feet over into the setback. For the southern area A (quarried) the *top of wall* at its maximum is 8.39 feet over into the setback. It is important to note, however, that a portion of the safety shelf in the northern portion of Area A has eroded thus causing the top of the wall measurement to be farther east than the actual vertical wall. Using the section line, the setbacks were 7.09 feet and for 6.66 feet over, respectively. (See survey attached).

The 2017 surveys are labeled Area B, the northern section, which had not previously been quarried. Both centerline and survey line for Area B indicate the excavation at its minimum is 4.16 feet clear of the setback. Therefore, one could conclude Area B surface *material* over into the setback in 2016 was not a factor in 2017 after a defined wall was blasted. (See survey attached).

8. **Review the proximity to homes and current blasting levels allowed per the PDD.** - Residents have compellingly requested if the blasting levels set forth within the Quarry operations guiding documents (known as PDD 23 & 24) can be reviewed to better protect the health, safety and welfare of the community. It has been pointed out to the QMC and the Council that the PDD's were approved in 1997 (22-years previously) and at that time, the blasting activity was much further from residential homes. The pertaining sections of the PDD are attached and the City attorney is asked to opine on the ability to revisit the standards.

Recommendation: Item 7: Due to the length of time from the last survey and also the need for defining the southern blasting area adjacent Drexel Avenue, where blasting is occurring more often, the QMC recommends a new survey of both the North/South boundary along 51st St and the East/West Drexel boundary and that a defined location of the centerline be set, and that surveying funds come from the General Fund, or as appropriate. The costs is estimated to be \$ 3,000 per survey/measurement (\$6,000 total) based on the previously funded survey.

Further, due to the question of the centerline being an engineering matter, it would save survey costs if there could be a determination on the proper survey point, thereby allowing survey data from one central point.

Recommendation: Item 8: Based on citizen request and concerns, the City attorney is asked to opine on the ability to revisit the PDD blasting standards.

COUNCIL ACTIONS REQUESTED

Motion to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both the North/South boundary along 51st Street and the East/West boundary along Drexel Avenue and that the surveying funds come from the General Fund, or as appropriate, at a cost not to exceed \$6,000 and to direct engineering to determine the survey point of reference prior to survey commencement.

Motion to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District (PDD) No. 23 and 24 standards pertaining to blasting levels allowed by the two PDD's.

To:	Joel Dietl, Planning Manager City of Franklin, WI	From:	Mike Roznowski 1165 Scheuring Road De Pere, WI 54115
File:	Stantec Project 193703639	Date:	July 15, 2016

Reference: Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

Mr. Dietl,

Stantec Consulting Services Inc. (Stantec) was retained by the City of Franklin (the City) to complete survey services in the vicinity of the operating Payne & Dolan quarry within the City.

Scope of Services

The services consisted of the following:

- Stantec surveyed the 3 (three) section corner monuments along the easterly border of the Rawson Avenue quarry lands, along South 51st Street, and surveyed the edges of the top surface South 51st Street to determine the centerline of South 51st Street.
- Stantec surveyed the top and bottom of the easterly mined quarry wall, labelled as Areas A and B of attached photos, and provided the following mapping:
 - The section line along South 51st Street
 - The centerline of the pavement of South 51st Street
(Note: Stantec did not consider the painted centerlines, or any middle-of-road pavement joints, or cracking, in determining the "centerline" of S 51st Street.)
 - The lower and upper edge of the quarry excavation labelled as Areas A and B
 - A 650-foot setback line, based on said section lines
 - A 650-foot setback line, based on the centerline of pavement of South 51st Street

Summary of Results**Differences in Section Line vs. Centerline along South 51st Street**

As shown on Figure 1, there was a minor difference in the location of the section line and the centerline of South 51st Street. In a general sense, the section line was approximately 1.4 to 1.8 feet east of the centerline on the southern portion of South 51st street (corresponding to Area A setback), and approximately 2.2 to 2.6 feet east of the centerline on the southern portion of South 51st street (corresponding to Area B setback).

Area A – 650-foot Setback

The active quarry setback in Area A is shown on both Figures 1 and 2, which provide a comparison of the 650-foot setback from both the centerline of South 51st Street and the section line, respectively.

As shown in these figures, the "toe of the wall" (i.e., at bottom of quarry) is outside the setback. The "top of the wall" (i.e., area where vertical quarry wall meets horizontal "safety shelf") in the southern



July 15, 2016
 Joel Dietl, Planning Manager
 Page 2 of 2

Reference: Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

portion of Area A is outside or directly on the setback. In the northern portion of Area A, the top of the wall on the figures appears inside the setback. It is important to note, however, that a portion of the safety shelf in the northern portion of Area A has eroded (refer to photo – annotated as area 1), thus causing the top of the wall measurement to be farther east than the actual vertical quarry wall.

Area B – 650-foot Setback

The proposed quarry setback in Area B is shown on both Figures 1 and 2, which provide a comparison of the 650-foot setback from both the centerline of South 51st Street and the section line, respectively.

At the time of the survey the Area B had not yet been quarried. The top surface had been cleared to expose the upper layer of rock, and Payne & Dolan had placed the removed overburden in a sloped fashion leading down to the setback area. With no definitive vertical wall present, Stantec surveyed the "toe of the sloped overburden" (labeled as 'Field of Loose Material' on both Figures 1 and 2). A portion of the lower edge, or toe, of this overburden is within the 650-foot setback.

However, since the survey was completed Payne & Dolan provided the attached photo taken looking south from Area B into Area A. The drill steels painted in pink were placed by Payne & Dolan, and are 650-foot setbacks from the centerline of South 51st street. Also shown in the photo is the safety shelf that Payne & Dolan has begun to create along with the start of the vertical wall in this area. Thus you can see the actual rock excavation will be west, or outside of, the setback.

Closing

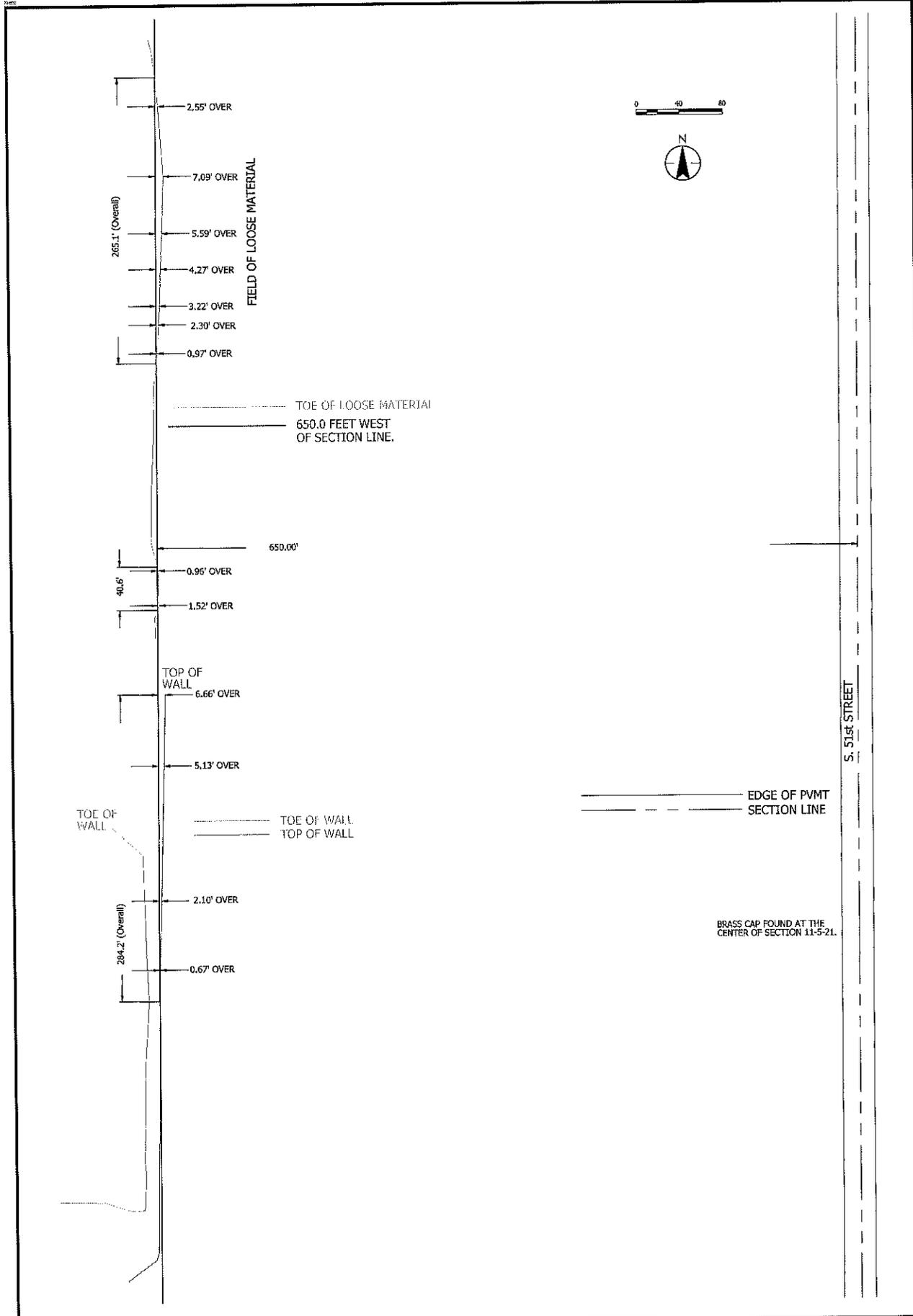
Stantec is planning to mobilize to the site later in 2016 to obtain field survey measurements in Area B to confirm the setback location relative to the quarrying operation in this area.

Stantec appreciates the opportunity to complete this work on behalf of the City. If anyone has any questions please let me know.

Mike Roznowski, CHMM
 Principal / Industrial Team Leader
 Stantec Consulting Services Inc.
 Office: 920.278-3200
 Cell: 920.655.1852
 Fax: 920.592.8400
 mike.roznowski@stantec.com

- Attachments: Figure 1 of 2 City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry
 650 Offset From Pavement Centerline of 51st Street, June 20, 2016
- Figure 2 of 2 City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry
 650 Offset From Section Line, June 20, 2016
- Photo Aerial Photograph from Google maps; with annotations
- Photo Two (2) identical photos; one (1) with annotations and one (1) without

c. Project FTP site



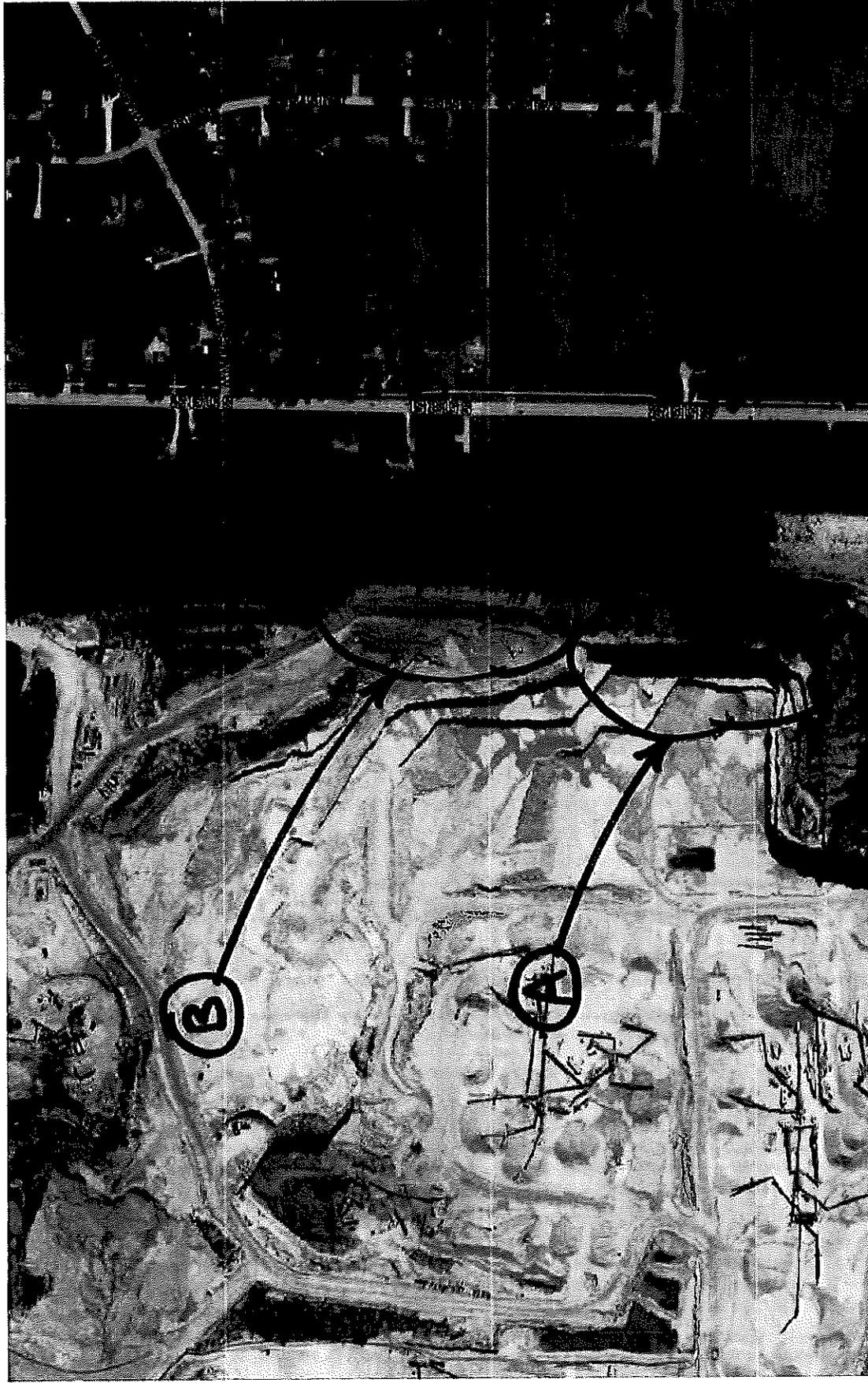
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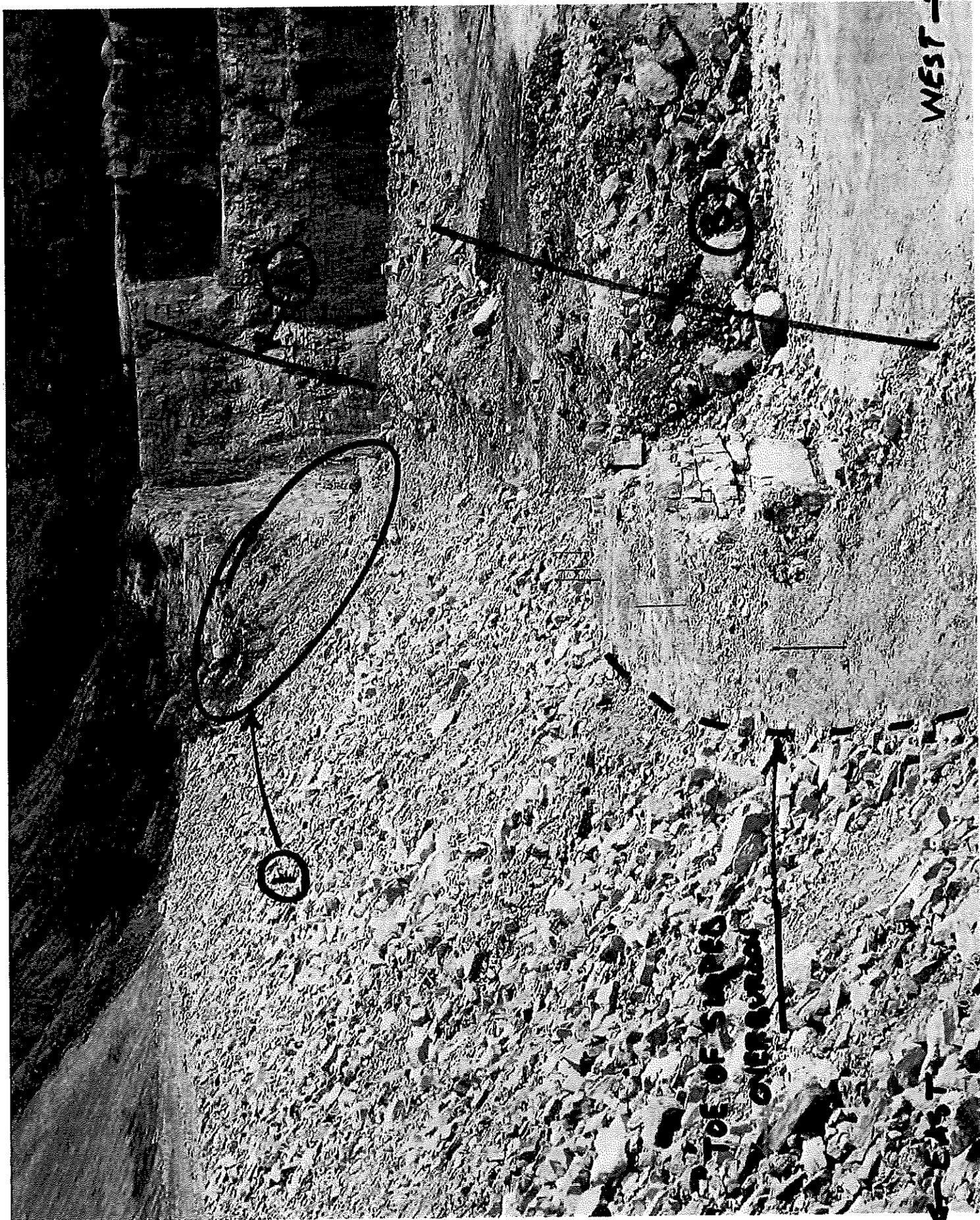
CITY OF FRANKLIN, WISCONSIN
 Payne & Dolan, Rawson Ave. Quarry
 650' Offset from Section Line
 June 20, 2016

THESE CERTIFY THAT THE PLANS, SPECIFICATIONS, OR REPORT
 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
 AND THAT I AM A QUALIFIED ENGINEER
 LICENSED IN THE STATE OF WISCONSIN
 SIGNATURE: _____
 DATE: _____

12075 N. Corporate Parkway, Suite 200
 Mequon, WI 53092
 www.stantec.com

Google Maps City of Franklin - Payne & Dolan - Stantec Consulting (areas surveyed June 20, 2016)





1

TOP OF SURFACE
OVERBURDEN

2

WEST →



2016 Quarry Field Survey Data

Legend

- Quarry Well
- Top of Slope
- Bottom of Slope
- Bottom of Slope 2
- 650' Buffer

2015 Orthophoto



This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

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2016 Quarry Field Survey Data

Legend

- Quarry Wall
- Top of Slope
- Bottom of Slope
- Bottom of Slope 2
- ▨ 650' Buffer

2015 Orthophoto



This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

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WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
BRIAN C. SAJDAK
CHRISTOPHER R. SMITH

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

MEMO

TO: Joel Dietl, Zoning Administrator
FROM: Jesse A. Wesolowski, City Attorney
RE: Quarry Monitoring Committee query re: "centerline"
DATE: January 11, 2017

Background

You advised that the "Quarry Monitoring Committee would like a legal opinion from you about the meaning/definition of 'the current centerline of 51st Street' from Section 13.26R.1.a. of PDD No. 23." I reviewed Ordinance No. 97-1456, An Ordinance to Create Section 13.26 of the Zoning Code, Ordinance No. 221, Establishing Planned Development District No. 23 (Limestone Quarry and Mixed Use), adopted on June 3, 1997.

I previously advised that the Extraction Area boundary from the then "current centerline of 51st Street: 650 feet" states that no limestone shall be extracted from the area within that 650 feet, whether it be measured from the top of the quarry pit 'wall', the middle of the quarry pit 'wall' or the bottom of the quarry pit; that it is a vertical boundary determination; and that where the 51st Street centerline physically existed was and is engineering surveying territory. Upon a re-review, my answer remains the same.

Analysis

I researched the Unified Development Ordinance, the Municipal Code, the Wisconsin Statutes, the Wisconsin Administrative Code and Wisconsin caselaw on a 'keysearch' basis for "centerline" and "centerline & definition" and found no definition of "centerline". Merriam Webster Unabridged: "center line *noun* 1: a straight or curved line that continuously bisects a plane figure (as a building plan, a machine-work layout, or the surface of a paved highway or playing field)."

The following provisions of PDD No. 23 were specifically reviewed, as well as the maps in Exhibit 6 and Exhibit 11 to the Ordinance.

January 11, 2017

Page 2

Section 13.26 ***

R. Extraction Area Boundaries.

1. The ultimate boundaries of the Extraction Area shall be as follows:

a. From current centerline of 51st Street: 650 feet. *****

Section 13.26 ***

B. Definitions. The following definitions shall apply to this Ordinance: ***

7. Extraction: The process of mining and removing the limestone natural resource by any method, including drilling and blasting, excavating and other means.
8. Extraction Area: Location of the permitted Extraction activity on the Property within the setbacks established in subsection R of this Ordinance.
9. Extraction Operations and Facilities: The process of mining and removing the limestone natural resource on the Property by any method, including drilling and blasting, excavating, and other means, and the related accessory use and storage of explosives, the related accessory dewatering of the quarry, the related accessory use, storage and maintenance of equipment and materials, the related accessory loading, hauling, conveyance, dumping and storage of shot rock, and the related accessory use, construction, installation, alteration, relocation and maintenance of accessory related haul roads, ramps, sumps and settling basins, catch benches, conveyors, drain pipes and channels and similar features, structures and equipment, and related accessory uses and facilities. ****

Section 13.26 ***

A. Exhibits ***

2. *** Except as is otherwise specifically stated in this Ordinance, the development of the Extraction Area and the location and layout of operations and facilities in the Extraction Area shall be at the discretion of the Operator. ***

B. Definitions. The following definitions shall apply to this Ordinance: ***

13. Nonextraction Area: That part of the Property located outside of the Extraction Area. ***
21. Stripping Operations and Facilities: The process of removing the overburden to gain access to the minable limestone, and the use, construction, installation, alteration, relocation and maintenance of all related accessory structures and equipment, and the loading, hauling, dumping, storage and stockpiling of stripped material, and related accessory uses and facilities. ***

C. Purposes and Uses: ***

2. The uses authorized under this Ordinance, as defined under subsection B, above, are as follows: ***

January 11, 2017

Page 3

d. The Uses permitted by this Ordinance on grade, outside the quarry pit, shall remain subject to all other applicable ordinances to the same extent as other permitted uses under the City Municipal and Zoning Codes, as amended, i.e., building permit, zoning compliance permit, site plan approval and other applicable regulations. The terms and provisions of this ordinance shall not be construed as a waiver of such other applicable ordinances. The uses permitted by this Ordinance within the quarry pit, in light of the continuing development and movement of operations and facilities, and the protected location of such operations and facilities shall not be subject to such ordinances except as is specifically required by this Ordinance. Notwithstanding any other language of this Ordinance apparently to the contrary, the operator shall not be required to apply for or obtain any such permits or approvals to continue its operations on land where it could lawfully conduct such operations prior to the date of adoption of this Ordinance or to continue using structures or other facilities which it could lawfully use prior to such date. ***

R. Extraction Area Boundaries. ***

3. Any Extraction for shoreline contouring that may be required as part of the detailed reclamation plan under subsection S of this Ordinance may take place outside of the Extraction Area boundaries. Further, Stripping Operations may occur outside of the Extraction area boundaries to provide a safety and access shelf, as a safety and access shelf is generally exposed at the top of rock, outside the Extraction limits, and the overburden is sloped upward and outward from the safety and access shelf at a slope generally not steeper than 1-1/2:1.

4. Operator shall not have any right to apply for any future expansion beyond the ultimate Extraction Area boundaries set forth under this subsection R. Operator shall acknowledge this restriction by the execution of a waiver of any present or future right to apply for any permission for extraction use of the property beyond such ultimate extraction area boundaries, as a condition of the approval of this Ordinance. The waiver shall be in recordable form acceptable to the City Attorney and be delivered to the City prior to the effective date of this Ordinance. The waiver shall become effective upon the effective date of the portions of this Ordinance affecting the Extraction Area and the provision of shall run with the land and be the provisions of binding upon Operator's heirs, successors and assigns. Further, such waiver shall also provide that any and all crushing/processing, maintenance/staging, and office/sales or any other quarry Operations or Facilities located west of the Root River, the two river crossings, and the 68th Street access for quarry related uses shall cease and be removed and the area restored prior to January 1, 2004.

5. The Operator shall obtain and deliver to the City annually two prints of an aerial photo of the Property. ***

Z. Biannual Reporting.

To assist the City in the administration of this Ordinance, the Operator shall report to

January 11, 2017

Page 4

the Plan Commission approximately every two (2) years from and after the effective date of the portions of this Ordinance affecting the Extraction Area. ***

FF. Effective Date. ***

3. The portions of this Ordinance affecting the Extraction Area shall not take effect until each of the following conditions precedent have been satisfied or waived: the acquisition of any property included in the Property not currently owned by the Operator, and the exchange of property with Vulcan to facilitate relocation of its Quarry-Related Operations and Facilities east of the Root River, the granting or issuance of all local, state and Federal permits or approvals required to accomplish the expansion of the Operator's Extraction operations to the full extent contemplated in this Ordinance, and the relocation of Operator's Crushing, Processing and Stockpiling Operations and Facilities to the Floor of the Extraction Area, in a manner satisfactory to Operator. ***

6. The effective date for those portions of this Ordinance affecting the Extraction Area shall not occur until:

a. The fee title acquisition by the Operator of all real property subject to this ordinance.

1 b. Operator s hall submit restrictive covenants regulating all areas of land constituting the buffer strip owned by Operator outside of the Property for review and approval by the City Planning and Zoning Administrator. Such restrictive covenants shall provide that the buffer area shall remain open space, except to the extent already developed, and except to the extent that City approvals have already been obtained, and except for potential wetlands mitigation in the area between 51st Street and the Operator's berm near the southern boundary of the Property, until any proposed development may be approved by the City. ***

GG. Interpretation.

All terms and conditions in this Ordinance shall be to the benefit of the general public for the mitigation of impacts of the extraction activities on the neighboring community. Except as otherwise specifically provided in this Ordinance, all references to local, state or federal laws in this Ordinance shall mean such laws as amended from time to time to the extent they are applicable.

Options

1. As the Quarry Monitoring Committee and staff deems appropriate.

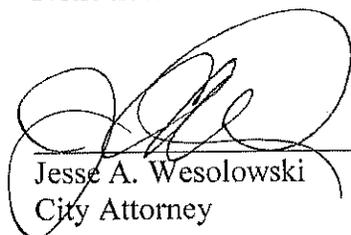
Recommendation

Not applicable.

January 11, 2017
Page 5

Fiscal Note

None noted.



Jesse A. Wesolowski
City Attorney

To:	Joel Dietl, Planning Manager City of Franklin, WI	From:	Mike Roznowski 1165 Scheuring Road De Pere, WI 54115
File:	Stantec Project 193703639	Date:	June 12, 2017

Reference: 2017 Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

Mr. Dietl,

Stantec Consulting Services Inc. (Stantec) was retained by the City of Franklin (the City) to complete additional survey services in the vicinity of the operating Payne & Dolan quarry within the City.

Scope of Services

The initial scope of services completed in 2016 consisted of the following:

- Stantec surveyed the 3 (three) section corner monuments along the easterly border of the Rawson Avenue quarry lands, along South 51st Street, and surveyed the edges of the top surface South 51st Street to determine the centerline of South 51st Street.
- Stantec surveyed the top and bottom of the easterly mined quarry wall, labelled as Areas A and B of attached photos, and provided the following mapping:
 - The section line along South 51st Street
 - The centerline of the pavement of South 51st Street
(Note: Stantec did not consider the painted centerlines, or any middle-of-road pavement joints, or cracking, in determining the "centerline" of S 51st Street.)
 - The lower and upper edge of the quarry excavation labelled as Areas A and B
 - A 650-foot setback line, based on said section lines
 - A 650-foot setback line, based on the centerline of pavement of South 51st Street

The result of this work was described in a memorandum dated July 15, 2016. This current memorandum describes the results of another survey completed on May 31, 2017 in the area described as Area B, which in 2016 was not yet undergoing active quarrying. The approximate location of Areas A and B are shown on the attached figure.

Summary of Results**Differences in Section Line vs. Centerline along South 51st Street**

As shown on Figure 1, there was a minor difference in the location of the section line and the centerline of South 51st Street. In a general sense, the section line was approximately 2.2 to 2.6 feet east of the centerline on the southern portion of South 51st street (corresponding to Area B setback).

Area B – 650-foot Setback

The proposed quarry setback in Area B is shown on both Figures 1 and 2, which provide a comparison of the 650-foot setback from both the centerline of South 51st Street and the section line, respectively.



June 12, 2017
Joel Dietl, Planning Manager
Page 2 of 2

Reference: 2017 Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

At the time of the survey the Area B was being quarried. The top surface had been cleared to expose the upper layer of rock, and Payne & Dolan had placed the removed overburden in a sloped fashion leading down to the setback area. A definitive vertical wall was present. The results show both the toe of the wall and the top of the wall "outside" of the 650-foot setback area, measured both from the centerline of pavement of 51st Street (1.63 to 14.51 feet) and also the section line (4.16 to 16.69 feet).

Closing

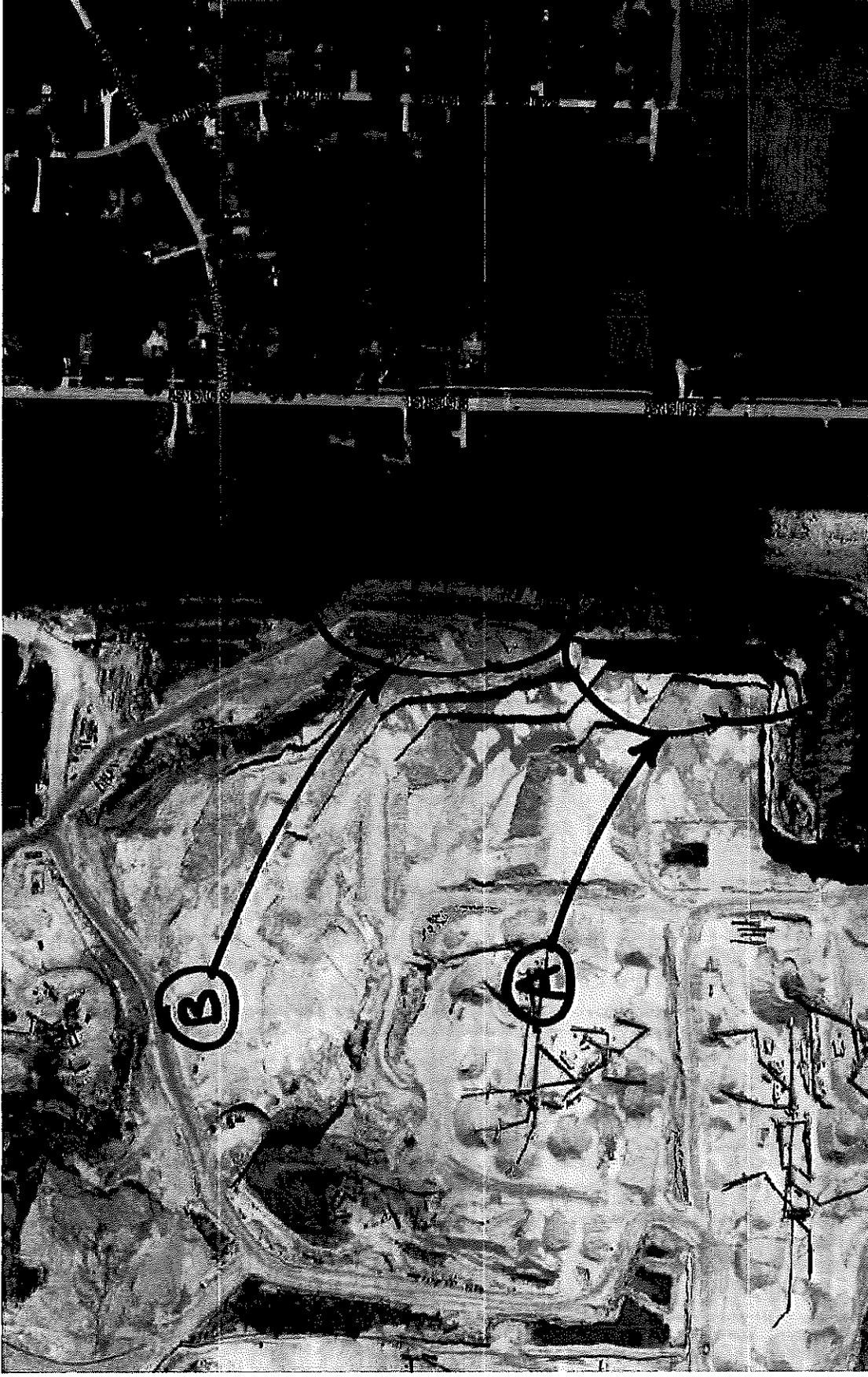
Stantec appreciates the opportunity to complete this work on behalf of the City. If anyone has any questions please let me know.

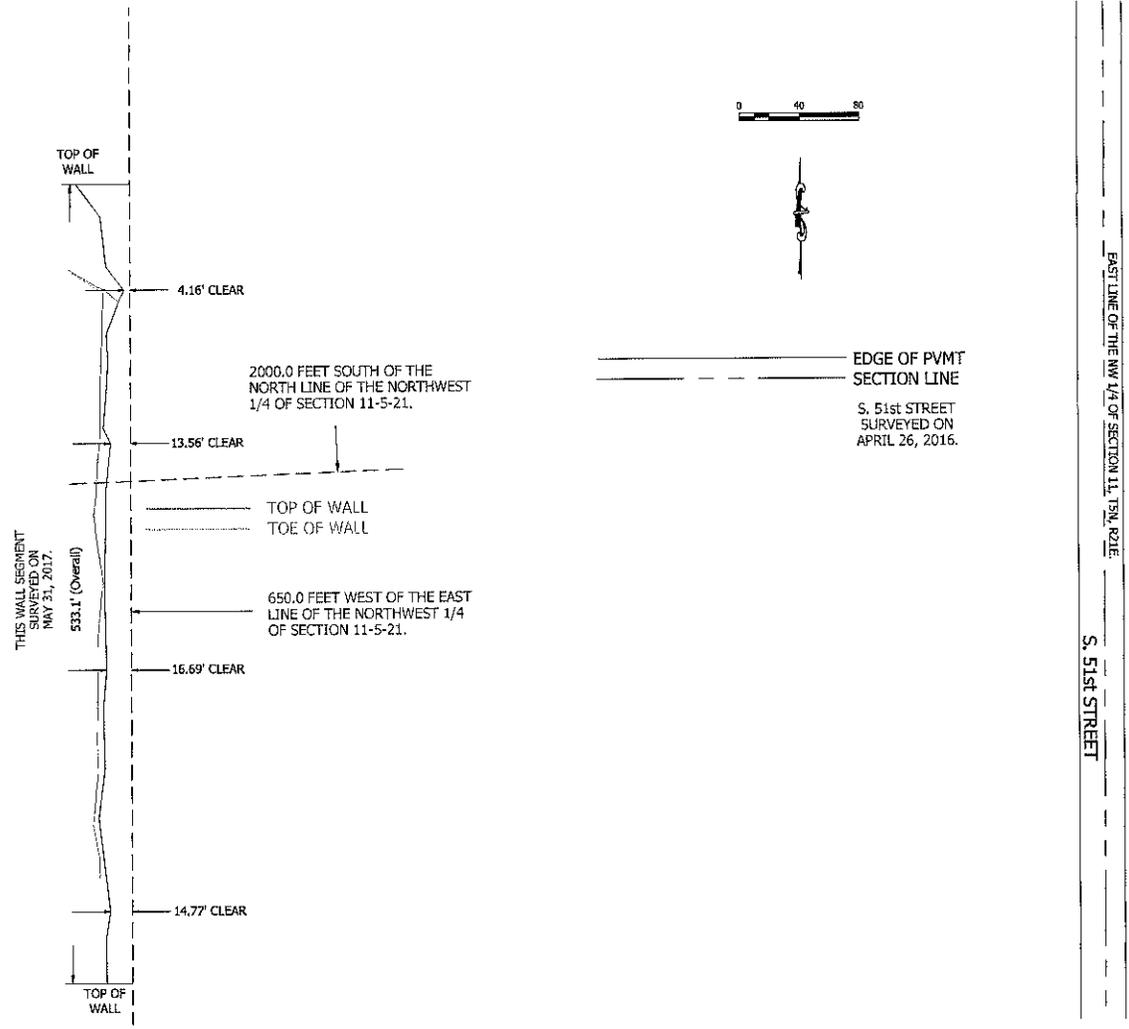
Mike Roznowski, CHMM
Principal / Industrial Team Leader
Stantec Consulting Services Inc.
Office: 920.278-3200
Cell: 920.655.1852
Fax: 920.592.8400
mike.roznowski@stantec.com

Attachments: Figure 1 of 2	City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry 650 Offset From Pavement Centerline of 51st Street, June 2, 2017
Figure 2 of 2	City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry 650 Offset From Section Line, June 2, 2017
Photo	Aerial Photograph from Google maps; with annotations

c. Project FTP site

Google Maps City of Franklin - Payne & Dolan - Stantec Consulting (areas surveyed June 20, 2016)





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CITY OF FRANKLIN, WISCONSIN
 Payne & Dolan, Rawson Ave. Quarry
 650' Offset from Section Line - AREA B
 June 2, 2017

I HEREBY CERTIFY THAT THE PLANS SPECIFICALLY OR OTHERWISE
 MADE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
 AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
 UNDER THE LAWS OF THE STATE OF WISCONSIN.

PROFESSIONAL ENGINEER: **XXXX**

SIGNATURE: _____
 DATE: _____ EC PD: **XXXX**

12075 M. Corporate Parkway, Suite 300
 Mequon, WI 53092
 www.stantec.com

Department of Natural Resources pursuant to Wis. Stats. § 144.9407 that are more stringent than those initially included in this Ordinance except to the extent such standards would have the effect of reducing the Extraction Area or requiring the relocation or reconfiguration of the berms. By accepting this Ordinance, the Operator consents in advance to any such amendment.

7. Operator shall provide Financial Assurance to secure its obligations under this subsection S.

T. Limits on Blasting

1. Ground vibration resulting from Operator's blasting shall not exceed 0.30 inches per second on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the ground vibration limitation imposed by the Wisconsin Department of Industry, Labor and Human Relations in Figure 7.64 of ch. ILHR 7, Wis. Adm. Code, or 0.65 inches per second, whichever is more restrictive, on any blast.
2. Airblast resulting from Operator's blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by the Wisconsin Department of Industry, Labor and Human Relations in Chapter ILHR 7, Wis. Adm. Code on any blast.
3. Operator shall each month provide to the City Fire Department the recorded ground vibration and airblast levels of blasts conducted during the previous month. These records may be in the form of blasting logs redacted to delete any sensitive proprietary information, provided, however, that appropriate City officials may inspect the

Operator's original blasting logs upon request and may obtain copies of the original blasting logs upon written request and upon undertaking in writing to afford appropriate trade secret protection to such documents.

4. Operator shall cause blasts to occur only between the hours of 8:00 a.m. and 4:00 p.m. on Monday through Friday. Blasting shall not occur on Saturday, Sunday, nor on any of the following holidays: January 1, Memorial Day, July 4, Labor Day, Thanksgiving and December 25.
5. In the event an explosive charge fails to detonate, Operator may detonate the failed charge beyond the 4:00 p.m. blasting limitation if necessary to avoid leaving undetonated explosives in the ground during evening and nighttime hours; provided, however, that Operator shall first notify the City Fire Chief or designee.
6. The limitations on the hours of blasting shall not prevent the Operator from drilling and otherwise making preparations for blasting prior to 8:00 a.m. or after 4:00 p.m., subject to the other time restrictions imposed by this Ordinance.

U. Other Hours of Operation

Quarry-related operations other than blasting, including drilling, crushing, washing and sorting of product, hauling or loading of product, stripping of overburden, construction of berms, and sales of product shall be limited to the hours of 6:30 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 4:00 p.m. on Saturday; provided, however, that office activities pumping and other dewatering activities and reasonable maintenance activities shall be permitted at anytime. (It is understood that Operator's employees will begin arriving and preparing for operations approximately half hour before starting time and that Operator's employees will be engaged in closing activities and preparations for start-up the next day for approximately half hour after the close of operations.) No quarry-related operations shall take place on Sunday or the following holidays: January 1, Memorial Day, July 4, Labor Day, Thanksgiving and December 25, excepting pumping and other dewatering

Summary of Answers to Questions and Comments from Root River Heights Residents Regarding Quarry Blasting and Operations

Overview

Because of an exceptionally large blast that shook our homes on October 1, 2018, residents of the Root River Heights Subdivision submitted questions, concerns, and comments to the Quarry Monitoring Committee at its November 2018 meeting regarding Quarry blasting, monitoring, PDDs 23 and 24, conflicts of interest, and more.

Following that November meeting, the QMC has addressed many of our communication concerns and brought them before the Common Council. And Stantec, the contractor that provides third-party monitoring of the Quarry has replied to our questions [noted in red].

Questions answered by the QMC:

1. What tax revenue does the City receive from Payne & Dolan (Assessor's office)? In 2018 Payne & Dolan paid a net total of \$211,842.96 in property taxes to the City of Franklin. [PDF provided]. The City collected well over \$1,000,000 in taxes from the Root River Heights subdivision alone. Add to that the other subdivisions to the East of 51st Street, we maintain that the residents in these neighborhoods have a right to protect our properties from unacceptable levels of vibration from Quarry blasting events.
2. Per Clint (Payne & Dolan) the Quarry does not plan to expand its operations or add asphalt operations.

However, a number of our questions, concerns, and requested information remain outstanding, and require City staff to address, including:

1. Determine "acceptable" blast limits for the Quarry given its close proximity to residences
2. Review current Quarry blasting as it relates to boundaries established in PDDs 23 and 24 — a survey of excavation limits in relation to Drexel Ave., 51st Street, and Rawson Ave.
3. Clear answers about making any amendments to PDDs 23 and 24
4. Why does the Quarry no longer report blast data to the Fire Department? PDDs 23 and 24 require such reporting. This sets a precedent for making changes to the PDDs.
5. As QMC member appointments expire, residents will have the opportunity to submit an application to serve on the QMC Committee.

Items Addressed by the Quarry Monitoring Committee

- QMC Meetings Scheduled in the Evenings
- QMC Meetings held in Council Chambers
- QMC Meeting Agendas, Minutes, and Packets with audio posted on the City website **NOTE:** The CC Chambers' Audio is defective and defeats the purpose of transparency. Residents cannot hear dialog over the incessant and loud buzz of the system.
- QMC has followed up on previous recommendations to the Common Council that have not been presented due to staff's priorities

Items the QMC has Received Council Direction On

1. Update and edit the City's website pages regarding Quarry information, including current aerial views of the Quarry. Payne & Dolan (Clint) has promised since November 2018 to provide an aerial view of the Quarry that includes superimposed blasting boundaries. The QMC has yet to receive this photo.
2. Future Franklin Newsletter notice announcing updated Quarry info with link to the City's website **NOTE: The Newsletter notice was published by administration WITHOUT the corrections and edits made by the QMC.**
3. Public access to Quarry blasting monitoring data — online link on City's website

4. Renew contract with Stantec to include 24/7 monitoring and evaluate complaint data regarding blasting, air quality, etc., and employ new seismograph equipment to record vibration data.
5. Bring the Quarry Reclamation Plan forward to the Common Council

Answers from Stantec regarding 2018 Monitoring

Stantec Contract with City for Quarry Monitoring

What was the date of the Notice to Proceed for the 2018 Stantec Contract? Executed on May 21, 2018. Received via email by Stantec on May 22, 2018.

What is the total cost for Stantec's monitoring services annually? The amount is capped by an agreement between Payne & Dolan and the City of Franklin. For 2018 the budget was \$43,300. However, due to equipment problems, the total amount invoiced to the City by Stantec was \$35,500.

Does Payne & Dolan reimburse the City for the full fee that the City pays to Stantec for annual monitoring? Yes

Scope of Services: Stantec 2018

Does Stantec receive a blasting schedule from Payne & Dolan? No

Does Payne & Dolan receive a schedule of when Stantec is monitoring the quarry? No (NOTE: Stantec does make announced visits to the Quarry)

If so, who contacts Payne & Dolan with that information? Not applicable.

Is that a conflict of interest issue? Not applicable.

Please specify the scope of services in the Stantec contract:

- What seismograph equipment is used to monitor blast vibration? Stantec uses City of Franklin owned equipment, consisting of an InstanTel MiniMate Plus
- How often is the equipment calibrated? Annually, prior to the initial monitoring.
- Where is/are the seismograph(s) located? There are two city-established blast monitoring sites or vaults used by Stantec for monitoring. The city locations are (1) at the southeast corner of 58th and Drexel, and (2) at the South 51st Street lift station. Since the predominance of quarry seismic activity was occurring along the northeast quarry perimeter, all monitoring performed by Stantec during 2018 was completed at the adjacent South 51st Street lift station.

Is the location of the Stantec seismograph based on the provision in PDD 23 (Page 27):

" T. Limits on Blasting

1. Ground vibration resulting from Operator's blasting shall not exceed 0.30 inches per second on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the ground vibration limitation imposed by the Wisconsin Department of Industry, Labor and Human Relations in Figure 7.64 of ch. ILHR 7, Wis. Adm. Code, or 0.65 inches per second, whichever is more restrictive, on any blast."

Yes. The South 51st Street lift station is the closest inhabited structure to the site of the blasts.

Where is the Stantec seismograph located in relation to the Payne & Dolan seismograph(s)? During 2018, the Payne & Dolan (Vibratech) monitors were located at 7301 S. 51st St., 7351 S. 51st St., 7526 S. 51st St., southeast of the quarry prior to 51st St., and at 5800 Allwood. During the year one of the monitoring sites on 51st St. was discontinued.

Does the Stantec equipment register data during the entire span of time that blasting occurs in a calendar year? No. As selected by the City, Stantec planned to complete one 4-week period and one 16-week period of monitoring. Unfortunately, during a portion of the monitoring it was determined that the external geophone had malfunctioned. Upon verification with the City, the unit was sent in for diagnosis and repair. It has been returned in working order and will be ready for use in 2019.

How often is data gathered and submitted to the City? A separate report was prepared for the City for each 2-week period of monitoring.

Please outline the blast complaint evaluation process:

Why does it cost \$225 to evaluate each complaint? 2018 was the first year that Stantec offered to conduct an evaluation off each complaint received by the city. Stantec evaluated each one to determine the following corresponding collaborative conditions:

- weather conditions (wind direction and speed) the day of the complaint
 - seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors
- This information was compiled both on a Table and Figure throughout the year, and provided to the City. The effort to do this was predicted to be \$225 for each separate event, thus that is how the dollar amount was determined.

What is the protocol if a blast complaint event occurs when Stantec is not monitoring? As previously mentioned, Stantec was not hired by the City for continuous monitoring throughout the duration of the blasting season. Thus, there are plenty of complaints that occur outside the time of Stantec monitoring. These complaints were also evaluated by Stantec by reviewing Payne & Dolan (Vibratech) blasting data. Why are blast complaint evaluation summaries provided to the City only with the Year-End report? This is incorrect. Blast evaluation summaries were provided for each 2-week period of monitoring, and revised complaint evaluations (table/figure) were provided approximately 4 to 5 times throughout the year as listings of new complaints were forwarded to Stantec.

October 1, 2018 3:30 pm Blast Event

How do we know that the Stantec reading of this blast event is accurate?

The City-owned monitor was not properly operating on October 1st due to an external geophone malfunction. Thus, Stantec has no data to report from this blast event. The QMC Meeting Minutes from January, 2018 include discussion on whether to relocate the City's seismic monitor away from the City's pump station on 51st Street because it appeared to be registering false readings when the pump turned on. The relocation was again discussed at the March 2018 QMC meeting. Has this seismograph placed near the pump station been relocated? If not, why not? No. It was not proven that the pump station was providing false readings, it was stated that this may be occurring. Due the fact Payne & Dolan (Vibratech) has four additional full-time monitors, to which the City has access to the monitoring data, it was not deemed a priority to relocate the city monitor at that time.

Final Comments

The residents in our neighborhood want to protect and retain the value in our homes. Cumulative blasting events that have shaken our houses over a period of 10, 20, 30+ years put our investments at risk. We want our elected government officials to acknowledge that the Quarry's existing blasting limits are far too high given the current blasting proximity to residential neighborhoods, and to establish lower limits to protect our properties. PDD 23 and PDD 24 contained Property Value Guarantee Agreement Acts that expired in 2007. Payne & Dolan has indicated there is no foreseeable closure date for the Quarry.

Residents have reviewed City campaign contribution records and determined that at least one elected official (Mayor Olson) has received donations from the President and Manager of Payne & Dolan and representatives of an asphalt plant which operate at the Quarry.

Submitted by Jill Erickson (compiled for resident reference and in assistance to the QMC)
8016 S. 60th Street
Franklin
5th District
January 31, 2019

Rev. 3/14/2019

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">March 19, 2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 4 Development Status and Staff Recommendations in Relation Thereto, Including the Creation of a Tax Incremental Overlay District</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

Background

On February 5, 2019, the Common Council approved a contract with Ehlers, Inc. to conduct a financial analysis of a potential overlay district of Tax Incremental District No. 4. Staff was directed to review the financial analysis and recommend to the Common Council an action plan to facilitate future development in this area. Staff, consultants, the Alderman for the area, and the Mayor have met on a number of occasions to review financial and development data. Staff has evaluated the options and is now in a position to recommend a course of action as was requested on February 5.

Recommendation

Staff recommends that TID No. 4 remain open until April 30, 2020, and that existing increment funds in TID No. 4 be used in part for the acquisition of road right-of-way along West Elm Road so as to allow for necessary improvements thereto; such right-of-way/improvements being described as set forth in the attached Ruekert & Mielke, Inc. materials therefore (and which improvements recommended by staff also having been reviewed by staff with the Wisconsin Department of Transportation).

The improvements to West Elm Road will be coordinated and in conjunction with the Wisconsin Department of Transportation I-94 North-South Freeway Project, which includes improvements to West Elm Road.

Staff also recommends that the Common Council direct staff to return to the Common Council with a recommendation for the creation of a TID overlay district in the area, along with the boundaries thereof and the cost estimates for professional services related to the creation of the overlay district, by the first Common Council meeting in May.

COUNCIL ACTION REQUESTED

A motion to direct staff to return to the Common Council with a recommendation for the creation of a TID overlay district along with the boundaries thereof and the cost estimates for professional services related to the creation of the overlay district, by the first Common Council meeting in May;

and

A motion to direct and authorize staff to return to the Common Council with a contract for professional consultant services for the appraisal and acquisition of road right-of-way along West Elm Road, consistent with the road layout proposed by and as previously submitted by staff to the Wisconsin DOT, by the first Common Council meeting in May.

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<p style="text-align: center;">APPROVAL</p> <p><i>Slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/19/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authority to execute a purchase contract, funded through the Equipment Replacement Fund, with Seagrave Fire Apparatus, LLC, for replacement of Engine #206, a 1999 Fire Engine, with a 2019 Seagrave Model TB50CA, Marauder Pumper for \$633,395</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.5.</i></p>

The 2019 Adopted Budget Equipment Replacement Fund includes an appropriation of \$675,000 to replace Engine #206 (commonly called "Engine 2"). The Fire Department has completed its detailed specifications and proposes the purchase of a model TB50CA, Marauder Pumper, from Seagrave Fire Apparatus, LLC, of Clintonville, WI, for \$633,395. Attached is a copy of the detailed documentation from the Fire Department that was submitted as part of the 2019 budget process, which has been updated to reflect the current purchase request amount. That document explains the need for the equipment, provides information on the longer-term equipment plan, and addresses the process and reasons for the selection of Seagrave as the provider. Note that the attached document initially anticipated a cost of \$575,000, but the budget was ultimately set at \$675,000 based upon additional information that was developed during the budget process timeline. The end result is that the engine is coming in approximately \$42,000 under budget at \$633,395. Also note that as this is not a public works construction project a sealed bid process is not statutorily required.

Please also note the following:

- a) The contract proposed by Seagrave required significant portions to be funded in advance of delivery with no security provided for the advanced deposits. They would provide a performance bond only for an additional \$6,701. The final contract has been renegotiated to be entirely paid on delivery. As such there is no additional cost of a performance bond, and the City will continue to earn interest on the cash it is holding, which would amount to an additional \$6,000 to \$7,000 in savings over the period. Moving to a pay-on-delivery contract also eliminated a significant issue relative to an unacceptable level of risk for pre-payments if any of the payments were received late or otherwise in default.
- b) Although the manufacturer provides a number of warranties, the Fire Department has been made aware that the warranty language requires strict maintenance schedules be adhered to, documented, and reported to keep from voiding the warranty. Additionally, inclusion of some additional language to the warranties section of the specifications was required by the City to ensure that the restrictive language of the warranties did not conflict with or supersede certain contract or specifications language.
- c) Note that the attached documentation references that all repairs are done at the factory, whereas the final specifications (p.2 of the specifications document placed in the Aldermen's Room) do allow for use of a certified Seagrave service center.
- d) The blank, on page 123 of the specifications, in "The divider shall be ___ inches from the front door opening" will be filled in by the Fire Department and Seagrave during the construction process.

- e) The 2019 Budget anticipated an increase in landfill siting revenues from \$200,000 to \$376,700, which is helping to fund this purchase. The landfill revenue has increased some, but the operator only recently (mid-January) began using the new area that is generating the increased revenues. Staff will continue to regularly monitor the monthly streams to ensure they get up to expected levels. In this instance, if they do not by the end of the year, there is still sufficient fund balance to support this purchase. Acknowledging, however, that from the overall, long-term perspective, the Equipment Replacement Fund remains underfunded for the replacement of all of the fund's listed equipment.
- f) The purchase price includes \$2,000 allowance for additional lettering and striping that if not used will be refunded.
- g) The attached documentation references a plan wherein the engine being replaced is anticipated to be sold. Given a 270-day waiting period for delivery of the new engine, the final disposition of the current Engine #206 will be brought back to the Common Council later this year.

The Fire Chief recommends approval, but is unable to attend the Common Council meeting. The Director of Administration will be available to address questions related to the contract documents. Aldermen may wish to contact the Fire Chief prior to the meeting if they have additional questions concerning the process and the attached documentation.

Note: The Specifications document which is part of the contract is 151 pages long and mostly technical details. In order to save paper, a hard copy has been placed in the Aldermen's Room. Alternatively, the Director of Administration can be contacted for an electronic version.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and Director of Clerk Services, and other staff as required, to execute a purchase contract, funded through the Equipment Replacement Fund, with Seagrave Fire Apparatus, LLC, for replacement of Engine #206, a 1999 Fire Engine, with a 2019 Seagrave Model TB50CA, Marauder Pumper for \$633,395.

**CITY OF FRANKLIN
FIRE DEPARTMENT 221
2019 EQUIPMENT REVOLVING FUND BUDGET REQUEST
March 19th, 2019**



First to Respond, Second to None

42.0221.5811 - \$633,395.00

Replacement of Engine #206 a 1999 Pierce/Freightliner Commercial Cab Fire Engine with a 2019 Seagrave Custom Pumper

Introduction:

Though the focus of this document is on the replacement of the current Franklin Fire Department (FFD) Engine #2, this document references multiple FFD fire apparatus. For the sake of clarity, a description and photograph of each apparatus follows. It should be noted that each vehicle has both a “call sign” (e.g., “Engine 3”) indicating the fire station it is housed at and the response area to which it is assigned. Each vehicle also has a “chassis number” (e.g., “204”) that is used in tracking service and maintenance records. For further clarification, there are generally two (2) types of fire apparatus, though they may be referred to by different terms or labels.

The first type is a “truck” which is also variously called “ladder,” “ladder truck” or (historically) “hook and ladder.” A truck generally refers to a vehicle with an apparatus-mounted telescoping aerial ladder, usually between 75 and 110 feet in height/reach. Trucks are used for rescue, ventilation, forcible entry, and defensive fire operations.

The other apparatus type is commonly referred to as an “engine” or “pumper”. The two (2) terms are used interchangeably. An engine or pumper carries an internal water supply (generally between 500 and 1000 gallons), as well as fire attack and water supply hoses. A pumper is primarily utilized for fire attack.

Engine #2/Chassis #206 (1999 Freightliner/Pierce)



Truck 2/Chassis #208 (2000 KME Aerial Cat)



Engine #1/Chassis #203 (2007 KME Predator)



Engine #3/Chassis #204 (2002 KME Predator)



Background:

The fire department currently operates four (4) front-line emergency response apparatus out of three (3) fire stations. Engines #1 and #3 (responding from Fire Stations 1 and 3, respectively), are staffed at all times with a minimum of two (2) personnel who are both certified firefighters and licensed paramedics. Engine Companies #1 and #3 are equipped to initiate Advanced Life Support (ALS) level medical treatment, in addition to performing firefighting and rescue operations. Engine #2 (responding from Station #2) is currently cross staffed by two (2) personnel who also staff a paramedic ambulance, meaning that it remains unstaffed and unavailable when that ambulance is not in quarters.

Engine 2 is a 1999 Pierce Pumper that was built on a Freightliner commercial cab and chassis. Engine #2 is at the end of its service life and no longer meets department needs or modern industry safety standards. The smaller commercial platform does not have the storage space required for the tools of modern fire department operations and has not held up well to the rigors inherent in emergency response.

By contrast, the department's three (3) fire service-specific custom apparatus (Engines #1 and #3, and Truck 2) currently still have adequate storage space, and are holding up reasonably well to the harsh use of day-to-day emergency response. Department administration does NOT intend to request replacement of Truck 2 as scheduled in 2020, and it is likely that its service life can be extended, possibly until as late as 2030, with proactive service and maintenance, and relatively minor updates such as brighter and more efficient emergency warning and scene lighting. Similarly, Engine #3's service life could possibly be extended past its scheduled replacement in 2022, particularly in a reserve or training apparatus role. Engine #1 is tentatively scheduled for replacement in 2027.

In order to perform an evaluation of immediate and future fleet apparatus needs, a committee representing the perspectives of command staff, equipment maintenance staff, and front-line (company) operations personnel was established. Lists of baseline functional needs and feature priorities were then established. The committee quickly came to the consensus that baseline needs were just that: a fairly basic, safe, simple-to-operate, and durable fire apparatus similar in layout and function to the department's current Engine 1.

Established priorities included, in rank of importance:

1. Safety of department personnel and that of the public at large
2. Durability/reliability and longevity of service (collectively)
3. Cost, including initial purchase price, and considering long-term operating, service, and maintenance costs over the life of the vehicle

4. Ergonomics, ease of operation, and mission flexibility
5. Warranty
6. Ease of service and maintenance

Through consultation with peers on other regional departments, a survey of recent apparatus purchases by other departments in the area, and with an analysis of their selection methodology, a primary list of contending manufacturers emerged. The committee then travelled to several departments in order to view and assess recently purchased apparatus and query staff about their satisfaction regarding the vendor (usually third party), the manufacturer, and the quality of the product upon delivery. Attention was also paid to previous purchases from the same manufacturers and vendors, satisfaction with their service, and how previously purchased apparatus were holding up over time.

From these interactions, the primary list was narrowed to two (2) large Wisconsin-based manufacturers; who were both invited to make presentations. In the discussion and evaluation process following these product presentations, paramount consideration was given to construction methods utilized, materials employed to build the apparatus, and the long-term corrosion resistance of those methods and materials in consideration of an expected 20 to 25 year service life of harsh, daily emergency use in a northern-Midwestern climate. Long term value, economy of ownership, and serviceability were also weighted heavily as priorities. Additionally, the warranty offered by the apparatus manufacturers was taken into account.

Following careful deliberation, one manufacturer was unanimously determined to best meet the current and future needs of FFD. Seagrave Fire Apparatus of Clintonville Wisconsin was the clear leader, in part based on the following:

1. Use of welded stainless steel rather than bolted or riveted aluminum for the construction of the crew cab. Stainless steel construction offers inherently greater crash resistance, enhanced crew safety, and superior long term durability and corrosion resistance. Few other manufacturers offer this option, none of them local.
2. Heavy reliance upon commercially available, non-proprietary parts, systems and components; keeping initial construction and long-term service costs lower in comparison to other manufacturers.
3. Stainless steel internal piping and plumbing of the pump and hose valves, rather than painted ductile steel, which can rust and corrode in the presence of water, damaging control valves and appliances, in addition to its shorter service life.
4. Fully welded seams and joints are used in body and cab construction; as opposed to spot welding, bolting, riveting, or bonding. Full welds are stronger and form a permanent seal. Spot welding provides less strength, and bolting and riveting may promote corrosion by electrolysis of dis-similar metal alloys.
5. Repairs are done at the factory, rather than by third-party contractors, as is the case with other vendors/manufacturers.
6. Manufacturing process is focused on ease of future service and maintenance, rather than simplicity and convenience during construction.

As stated, the specification and layout of the apparatus is basic. The emergency and scene lighting package is fairly robust, this is a primary safety concern – both for motorists on the road as the apparatus

is responding, and for firefighters working on the scene of an accident, fire, or other emergency. However, new LED technology allows these to be powered by the vehicles 12-volt system, allowing for a much smaller and less costly 110-volt internal generator. The pump control panel has been simplified, with all extraneous gauges and valves removed, and only the essentials retained. Wherever possible, electronic, pneumatic, and hydraulic valves and controls have been specified to be replaced with manual or mechanical means of operation. This not only simplifies pumping operations, but minimizes initial and ongoing costs.

Cost Analysis:

The projected replacement cost estimate of \$284,470 in the Equipment Revolving Fund is considerably lower than the current cost of modern fire service apparatus. Part of the reason for this low estimate is because it was initially based on the lower cost of the commercial cab/chassis, and one with few if any options or features. The current Engine 2 was purchased at a time when the department had recently had an accident that totaled an apparatus and left the department short of a front line pumper. Custom fire apparatus have an approximately 270 day manufacturing cycle. The decision was made to purchase a pre-fabricated commercial cab/chassis that was already on the assembly line as a factory-demo tender (water tanker) and convert it for use as a pumper, which could be delivered significantly faster. This low-cost, low-feature pumper adequately met immediate department needs at that time, but also adversely skewed future replacement cost planning.

The cost of fire apparatus has been steadily increasing due to a variety of factors. New industry safety standards require additional mandatory features, and labor, materials, and manufacturing costs have all increased. Simultaneously, the number of custom fire apparatus manufacturers is decreasing, and many of the mid and smaller sized manufacturers are being bought out while larger manufacturers merge into conglomerates, such as REV Group Inc., which is headquartered in Milwaukee and now owns more than 30 heavy vehicle brands, including six (6) ambulance and three (3) fire apparatus brands. Conglomeration on this scale means that the large manufacturers have a great deal of leeway in setting industry-wide pricing.

The cost of the Seagrave apparatus being requested is comparable to what the other manufacturers quoted, and is in line with what other area departments paid for recent similar apparatus acquisitions. Below is a table of recent pumper or similar heavy rescue apparatus purchases in the area.

Department	Model Year	Manufacturer	Model	Total Cost
Milwaukee FD	2015	Pierce	Arrow XT (Rescue)	\$819,967
West Allis FD	2016	Seagrave	Marauder II	\$551,763
Milwaukee FD	2017	Pierce	Arrow XT	\$551,034
St. Francis FD	2018	Pierce	PUC (Rescue)	\$594,800
West Allis FD	2018	Seagrave	Marauder II	\$579,298
Grafton FD	2018	Pierce	Arrow XT	\$637,030
Oak Creek FD	2018	Pierce	Quantum	\$573,000

Barring any further instructions, comments, or requests of the Common Council, the fire department will be submitting the replacement of the current Engine 2 (1999 Freightliner/Pierce) with a 2019 Seagrave Marauder Custom pumper in the 2019 Equipment Revolving Fund request as outlined herein.

The new pumper will be placed in service as Engine 3, allowing the current 2002 Engine 3 (204) to be rotated to service at Station 2, where it will likely experience less call volume, possibly extending its useful service life.

The existing 1999 Engine 2 (206) could either be kept as a reserve and training apparatus or sold outright at auction. Utilizing Engine 2 for training and reserve would allow the front line apparatus to remain response ready and not to be depleted of hose or equipment during training evolutions. These advantages are largely offset by the cost of equipping an additional engine with hoses and appliances, and by the fact that apparatus bay space is not currently available to store it.

The best option may be to sell Engine 2 outright at this time, and replace Engine 3 as scheduled in 2022. The existing 2002 Engine 3 (204) would then be downgraded to reserve status. Though it is somewhat limited in cabinet space by modern standards and relative to department operational needs, it is in better condition than the 1999 Engine 2 (206), and would be a more reliable reserve apparatus and could potentially serve in that capacity for an extended period.

CONTRACT

THIS AGREEMENT, made by and between **Seagrave Fire Apparatus, LLC**, of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **City of Franklin Fire Department**, Franklin, Wisconsin, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave Model TB50CA, Marauder Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **270 calendar days** after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**City of Franklin Fire Department
8901 W. Drexel Avenue
Franklin, WI 53132**
4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **Six Hundred Thirty-Three Thousand Three Hundred Ninety-Five Dollars (\$633,395.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Terms are net, payment in full upon delivery of the apparatus to the customer. If the contract includes Dealer Furnished Equipment and services, the apparatus will be delivered to the customer and payment made, less five (5) percent of the Contract Price that is held by the fire department until all items and services are provided by the sales representative. The 5% Final Payment and Acceptance will be made once the terms of the contract are satisfied by the sales representative.**
 - 5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC, 7285 Solutions Center, Chicago, IL 60677-7002, and shall be paid upon delivery of the apparatus.
 - 5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment. Such costs will not be more than the Seller's list price for such items(s).
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Milwaukee County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any employee, Purchaser or user, or for damage to property arising from employee, Purchaser or user using and possessing the Apparatus and Equipment or from the acts or omissions of any employee or employees, Purchaser or user, using or possessing the Apparatus and Equipment with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

(Signatures on Next Page)

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this _____ day of _____ 2019.

CITY OF FRANKLIN FIRE DEPARTMENT ("Purchaser")

By _____

Title _____
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

By _____

Ulisses D. Parmeziani

Title: **VP and COO**
Seller

Date of Acceptance: _____

Seagrave Fire Apparatus, LLC

CAB

Fifteen Year Structural Integrity Limited Warranty

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the cab tubular support and mounting structures and other structural components, as identified in Seagrave's specifications, of the cab ("Cab") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period equal to fifteen (15) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") or 100,000 miles, whichever occurs first.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship. This warranty is limited to the cab tubular support and mounting structures and to the other structural components, as identified in Seagrave's specifications, of the cab.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave; failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Cab due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Cab is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Cab has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Cab has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Cab.

Purchaser's Exclusive Remedy

If the Cab fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the

Cab and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Cab shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Disclaimer of Warranties

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.

Seagrave Fire Apparatus, LLC

PAINT/CORROSION

Six Year Limited Warranty

Subject to the limitations and exclusions set forth below, Seagrave Fire Apparatus, LLC ("Seagrave") warrants the exterior paint on each new cab and body manufactured by Seagrave for a period of six (6) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") as established by Seagrave's original invoice. Seagrave warrants the Purchaser that its finished cab and body ("Cab and Body") areas will be free from corrosion, blistering, peeling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the body of the vehicle.

Seagrave's obligation under this warranty is subject to the conditions precedent: (a) Original Purchaser must notify Seagrave in writing of the claimed defect or perforation within thirty (30) days of discovery, but in any event prior to the expiration of the warranty period; (b) written approval must be obtained from Seagrave's Customer Service Manager prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective or perforated item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification original Purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the vehicle or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect or perforation is covered by this warranty; (e) repair or replacement must be made by a facility approved in advance, in writing, by Seagrave; failure to obtain all of the advance approvals voids this warranty; coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty; (f) the Cab and Body exterior must be properly maintained; and (g) the Cab and Body exterior must be inspected and serviced annually at the customer's expense by an Authorized Service Representative in accordance with Seagrave's recommended procedures. Such annual inspection shall be performed within twelve months directly following the Warranty Start Date and each successive twelve months thereafter for the full term of the warranty. All documentation must be sent to Seagrave's Customer Service Department within thirty (30) days after the inspection; failure to submit such documentation will void this warranty. **This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.**

This Limited Warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

Period	Portion of Cost Covered
0 -24 Months	100%
25 -36 Months	80%
37 -48 Months	60%
49 -60 Months	40%
61 -72 Months	20%

Seagrave also warrants, subject to all of the terms and conditions of this Limited Warranty, except cost allocations, each new Cab and Body manufactured by Seagrave against exterior corrosion perforation for a warranty period of six (6) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first.

This limited warranty covers only repair or replacement of any part of a Seagrave vehicle in which a defect in materials or workmanship appears within the limited warranty period. This warranty is void if Seagrave determines that the warranty claim is false or misrepresented.

Examples of items not covered include, but are not limited to:

- I. Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, rims or transmissions that have a separate warranty by the original manufacturer, or to equipment used in firefighting.
- II. An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Seagrave and any problems that occur as a result of such alterations or modifications.
- III. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of nature, war or objects striking the vehicle or any damage covered by owner insurance.
- IV. Damage caused by misuse, neglect or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- V. Corrosion caused by exposed sheet metal, accidents, or normal wear and tear are not

defects in material or workmanship

- VI. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- VII. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, liability for personal or property damages, penalties, damages for lost profits or revenues, any other types of economic loss or any third party claims for damages.
- VIII. Gold leaf, striping, exotic and/or custom finishes and Scotchlite emblems or decals installed by anyone other than the Seagrave factory.
- IX. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- X. Normal paint deterioration due to exposure
- XI. Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance Manual.
- XII. Defects if vehicle is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- XIII. This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, cab and body interior, undercarriages)
- XIV. This warranty shall only apply to exterior coating applied by Seagrave and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.
- XV. This warranty shall exclude accessory vendor equipment that is painted to match finished vehicle.
- XVI. This warranty shall exclude painted roll-up doors.
- XVII. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
- XVIII. Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- XIX. Accidents, scratches, chips, bruises, and gloss reduction or blemishes due to normal vehicle use and maintenance.

Purchaser's Exclusive Remedy

If the Cab and Body fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the vehicle and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Cab and Body shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Disclaimer of Warranties

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Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to Seagrave Basic Limited Warranty, and not to this or any other warranty made by Seagrave or any of Seagrave's suppliers.

Seagrave Fire Apparatus, LLC

Stainless Steel Body

Fifteen Year Structural Integrity Limited Warranty

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the body tubular support and mounting structures and other structural components, as identified in Seagrave's specifications of the stainless steel body ("Body") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period of fifteen (15) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") or 100,000 miles, whichever comes first.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave and failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component (fatigued sheet metal is NOT considered structural), as identified in Seagrave's specifications, of the Body due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Body is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Body has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Body has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Body.

Purchaser's Exclusive Remedy

If the Body fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Body and all maintenance records

available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Body shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

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Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.

Seagrave Fire Apparatus, LLC

STAINLESS STEEL PUMP PLUMBING

TEN YEAR LIMITED WARRANTY

Seagrave Fire Apparatus, LLC ("Seagrave") warrants the stainless steel pump plumbing of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser").

This warranty is limited to the schedule 10 stainless steel piping and attached fittings, as identified in Seagrave's specifications, of the pump plumbing ("Stainless Steel Plumbing").

This warranty terminates upon transfer of possession or ownership of the vehicle or Stainless Steel Plumbing from the original purchaser.

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the pump plumbing component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship; written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave; failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Stainless Steel Plumbing due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Stainless Steel Plumbing is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Stainless Steel Plumbing has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Stainless Steel Plumbing has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Stainless Steel Plumbing.

Purchaser's Exclusive Remedy

If the Stainless Steel Plumbing fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Stainless Steel Plumbing and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any

allegedly defective Stainless Steel Plumbing shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

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THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREBIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to Seagrave's Basic Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.

Seagrave Fire Apparatus, LLC

Two Year Limited Warranty

Limited Warranty

Subject to the limitations and exclusions set forth below, and provided the vehicle shall have been placed in service within sixty (60) days after delivery ("Warranty Start Date" or "WSD") to the original purchaser (the "Purchaser") as established by our original invoice, Seagrave Fire Apparatus, LLC ("Seagrave") warrants to the Purchaser that the portions of its custom cab and chassis that are manufactured by Seagrave ("Chassis or Custom Cab" or "Vehicle") shall be free from defects in material and workmanship for a warranty period ending two (2) years after the date of delivery of the vehicle to the original purchaser or the first 20,000 miles of use, or 10,000 hours as determined by engine hours or 10,000 In-Service hours, whichever occurs first ("Warranty Period").

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) Purchaser must notify Seagrave in writing of the claimed defect within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (b) written approval must be obtained from Seagrave's Customer Service Manager prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification and purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the Vehicle or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the Custom Cab or Chassis, or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect is covered by this warranty; (e) repair or replacement must be made by a facility approved in advance, in writing, by Seagrave; failure to obtain all of the advance approvals voids this warranty; coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty; and (f) this limited warranty shall apply only if the Vehicle is properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used In Service, which is normal to the particular Vehicle model. Normal service means service, which does not subject the vehicle to stresses or impacts greater than those that normally result from the careful use of the Vehicle. All maintenance performed must be documented for proof of compliance. Such documentation must be made readily available and provided to Seagrave within ten (10) days upon request.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

Notwithstanding anything to the contrary herein, Seagrave makes no warranty whatsoever as to: (a) any other integral parts, components, attachments or trade accessories of or to the vehicle that are not manufactured by Seagrave, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Seagrave shall assign to Purchaser the applicable warranties, if any, made by the respective manufacturers thereof; (b) the Chassis, Custom Cab or their components, any part, attachment or accessory damaged by misuse, neglect, improper maintenance or accident. Any determination of neglect or damage during the full limited warranty term will void this warranty; (c) the Chassis, Custom Cab or their components, any part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Seagrave which, in the sole judgment of Seagrave, adversely affects the performance, stability or purpose for which it was manufactured; (d) any modification or repair performed during the full term of the limited warranty excluding regular scheduled maintenance or the replacement of non-warrantable wearable components without prior written authorization from Seagrave will void this warranty; (e) products or parts which may, in the ordinary use, wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets, filters and light bulbs. Seagrave assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Seagrave; (f) normal maintenance services or adjustments, including but not limited to fuel system cleaning,

wheel alignment and balancing, engine tune-up, brake inspection or adjustment, nor to the replacement of fluids, oil seals or filters.

Purchaser's Exclusive Remedy

If the Vehicle fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the vehicle and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Vehicle shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Disclaimer of Warranties

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NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

Note: Any Surety Bond, if part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Seagrave Limited Warranty for such vehicle, and not to other warranties made by Seagrave in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Seagrave) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Seagrave Fire Apparatus, LLC

CHASSIS FRAME RAIL & CROSSMEMBERS

Structural Integrity Limited Lifetime Warranty

Seagrave Fire Apparatus, LLC ("Seagrave") warrants each new chassis frame rail and crossmember manufactured by Seagrave ("Frame Rail and Crossmember") of each new custom fire and rescue vehicle, so equipped and manufactured by Seagrave, to be free of structural failures caused by defective materials or workmanship for a warranty period equal to the vehicle's useful life (twenty (20) years or 100,000 miles) after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser").

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave; failure to obtain all of the advance approvals voids this warranty; (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement; labor time or amounts deemed excessive by Seagrave are not covered under this warranty; and (h) the Frame Rail and Cross Member bolts must be inspected and serviced, including re-torquing or replacement if needed, annually at the customer's expense by an Authorized Service Representative in accordance with Seagrave's recommended procedures. Such annual inspection shall be performed within twelve months directly following the Warranty Start Date and each successive twelve months thereafter for the full term of the warranty. All documentation must be sent to Seagrave's Customer Service Department within thirty (30) days after the inspection; failure to submit such documentation will void this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the Frame Rail and Crossmember due to defective design or workmanship; (i) transportation fees or charges to or from any facility; or (j) defects if the Frame Rail and Crossmember is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Frame Rail and Crossmember has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Frame Rail and Crossmember has been damaged

in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Seagrave intended or designed the Frame Rail and Crossmember.

Purchaser's Exclusive Remedy

If the Frame Rail and Crossmember fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Frame Rail and Crossmember and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Frame Rail and Crossmember shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in, advance in, writing by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

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