

CITY OF FRANKLIN  
QUARRY MONITORING COMMITTEE\*  
MEETING AGENDA

Franklin City Hall, **COUNCIL CHAMBERS**  
9229 West Loomis Road, Franklin, Wisconsin 53132  
Thursday, December 12, 2019, 6:00 p.m.

- I. Call to Order and Roll Call
- II. Approval of Minutes
  - a. Regular meeting of November 14, 2019.
- III. Citizen Comment Period  
PLEASE NOTE: Due to the anticipated number of citizens who may attend, each speaker may need to be limited to three minutes, allowing everyone who wishes the opportunity to speak.
- IV. Hearings
- V. Business (Action may be taken on any item)
  - a. Review of the Professional Services Agreement to provide quarry monitoring services for calendar year 2020, with suggested changes as previously discussed at the October 30 and November 14, 2019, regular meetings, including proposal received on November 19, 2019.
  - b. Update on recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions.
  - c. Review and recommendation of Quarry information on the City's website, as previously directed to Staff by the Common Council.
  - d. Review and discussion on matters pertaining to citizen complaints, blasting data from Payne & Dolan, and on Stantec's (the City's consultant) quarry monitoring activities and information.
- VI. Schedule Next Meeting
- VII. Adjournment

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

*Notice is further given that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Franklin City Clerk's office at (414) 425-7500.*



**City of Franklin  
Quarry Monitoring Committee Meeting  
November 14, 2019  
Minutes**

**I. CALL TO ORDER**

Aldерwoman Wilhelm called the November 14, 2019 Quarry Monitoring Committee meeting to order at 6:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Aldерwoman Kristen Wilhelm, Aldерman Mike Barber, Members Margie Shore and Fred Knueppel. Also present were consultant Mike Roznowski and Associate Planner Régulo Martínez-Montilva.

**II. APPROVAL OF THE MINUTES**

- a. Regular meeting of October 30, 2019

Aldерman Mike Barber moved, and Member Knueppel seconded, a motion to approve the minutes of the October 30, 2019, regular meeting. All present voted 'aye'; motion carried.

**III. CITIZEN COMMENT PERIOD**

Citizen comment period opened at 6:03 p.m. and closed at 6:16 p.m. Four persons commented about the following topics: October 30, 2019 regular meeting, blast notifications, blast events occurred on November 7<sup>th</sup> and 12<sup>th</sup>.

**V. HEARINGS**

- a. None.

No action needed. None taken.

**V. BUSINESS**

- a. Election of Committee Chair and Vice-Chair.

Aldерman Barber nominated Aldерwoman Wilhelm for Committee Chair, all present voted 'aye', the Quarry Monitoring Committee elected Aldерwoman Wilhelm as Chair for one year.

Member Knueppel nominated Member Shore for Committee Chair, all present voted 'aye', the Quarry Monitoring Committee elected Member Shore as Vice-Chair for one year.

- b. Review of the Professional Services Agreement to provide quarry monitoring services for calendar year 2020, with suggested changes as previously discussed at the October 30, 2019, regular meeting. Note: Mr. Mike Roznowski of Stantec has been contacted to be in attendance.

Mr. Roznowski of Stantec proposed quarterly reports and presentations. Aldерman Barber moved to suspend the rules of order to allow citizen input, Member Knueppel seconded, all present voted 'aye'. Citizen input opened at 6:25 p.m. and the Committee returned to the regular order of business at 6:50 p.m. Three persons commented about the following topics: recommendation to include approximate location of complaints in the monitoring reports, air quality and concerns about the residences south of the quarry.

Mr. Roznowski addressed citizen comments and commented that monitoring services may include an annual report, quarterly reports and presentations, exceptional reports in case of unusual number of complaints, and operations monitoring. Mr. Roznowski said that he will prepare 3 options of monitoring services for the Committee to decide. Member Kneuppel suggested to make tables easier to understand.

- c. Review of the proposed amendments to the Administrative Rules and Procedures of the Quarry Monitoring Committee, as previously discussed at the October 30, 2019, regular meeting, and other clarification changes as may be needed.

Alderman Wilhelm presented the draft amendments to the Administrative Rules and Procedures, which were based on previous meeting actions and discussions and then asked for Committee input. Alderman Barber noted that the non-voting member is intended for dialogue. Alderman Wilhelm advocated to add a voting member instead of a non-voting member. Alderman Wilhelm called upon Member's Kneuppel and Margie Shore for input, Member Kneuppel supported the addition of a non-voting member. Member Shore supported the position as a voting member.

Alderman Barber moved, and Member Kneuppel seconded:

*A motion to recommend the amendments to the Administrative Rules and Procedures of the Quarry Monitoring Committee, as presented in the November 14, 2019, meeting packet.*

On voice vote, members Barber, Kneuppel and Shore voted 'aye' and Wilhelm voted 'nay'; motion carried.

- d. Update on any outstanding Council motions related to Council action taken on previous recommendations from the Quarry Monitoring Committee.

Member Kneuppel moved a motion to recommend the Common Council to provide a status report, Member Shore seconded. Member Kneuppel rescinded his motion. Alderman Barber suggested that staff should prepare a status report that addresses "What actions are being taken?", "Why it has not been done?". Based on discussion and Alderman Barber's points, Alderman Wilhelm assisted with attempting to clarify the motion as made by Alderman Barber by reading in following motion:

*Recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions. The status update shall include: actions taken, outstanding items and the date when the actions will be taken.*

Member Kneuppel seconded the motion, all present voted 'aye'; motion carried.

- e. Review and discussion on matters pertaining to citizen complaints, blasting data from Payne & Dolan, and on Stantec's (the City's consultant) quarry monitoring activities and information.

Associate Planner Martínez noted that only 1 complaint has been received since last meeting, specifically for the November 12 blast event, the recorded PPV complied with the Planned Development District (PDD) limits. Alderman Barber asked Clint Weninger about the seismograph on 5800 Allwood which has been registering "N/T". Clint Weninger answered that most of the blast events are currently on the north side of the quarry.

**VI.     SCHEDULE NEXT MEETING**

It was agreed that the next meeting of the Quarry Monitoring Committee would tentatively be on December 12, 2019, based on quorum.

**VII.    ADJOURNMENT**

Alderman Barber moved and Member Shore seconded to adjourn the November 14, 2019 Quarry Monitoring Committee meeting at 7:45 p.m. All present voted 'aye'; motion carried.

DRAFT



**Regulo Martinez-Montilva**

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**From:** Roznowski, Mike <Mike.Roznowski@stantec.com>  
**Sent:** Tuesday, November 19, 2019 10:54 AM  
**To:** Regulo Martinez-Montilva  
**Cc:** Joel Dietl; Gunderson-Inden, Kristen  
**Subject:** Stantec Quarry Monitoring Quote for 2020  
**Attachments:** stantec\_franklin\_quarry mntg scope of work 2020\_final.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Régulo,

Attached is Stantec's suggested scope of work and fees to continue the quarry monitoring work for 2020. Please forward to the Quarry Committee members as appropriate.

This is a brief overview of a few of the changers. More detail is in the handout itself.

- The monthly blast monitoring fee was reduced from \$2,945 to \$1,800, since we eliminated the monthly letter report.
- We added a quarterly report and presentation at the May, August, November 2020 and February 2021 Committee meetings. The scope will include the results of the Operational (dust) Monitoring, the blast monitoring for the full period prior, along with an evaluation of citizen complaints (if blast compliant will provide blast data along with a figure/map indicating location of blast vs. location of complaint)
- We added an "Exceptional Blast Complaint Evaluation" to allow us to quickly provide a brief report showing blast data along with a figure/map indicating location of blast vs. location of complaint. We budgeted for three of these events. If we need to do more we can simply eliminate an Operations Monitoring visit.
- The Operations Monitoring fee remains the same. However we increased the number of visits from 9 to 10 as requested. We may be able to do more if there are less than three "Exceptional Blasts" to evaluate.

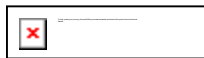
It's important to note that the exact number of Exceptional Blast Complaint Evaluations cannot be determined at this time, and Stantec is also estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

Let me know if anyone has any questions. Thanks.

**Mike Roznowski, CHMM**

Principal  
 Direct: 920 278-3200 / Mobile: 920 655-1852  
 Fax: 920 592-8444 / Mike.Roznowski@stantec.com

Stantec Consulting Services Inc.  
 1165 Scheuring Road, De Pere WI 54115-1001



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## QUARRY MONITORING SERVICES

### SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2020.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
<b>Operations Monitoring</b>	daily	\$700	10	\$7,000	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
<b>Blast Monitoring</b>	monthly	\$1,800	12	\$21,600	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at: 7301 S. 51 <sup>st</sup> Street and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
<b>Exceptional Blast Complaint Evaluation</b>	Per City request	\$900	3	\$2,700	For unusual blast events (e.g., those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: <ul style="list-style-type: none"> <li>• seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>• weather conditions (wind direction and speed) the day of the complaint</li> <li>• a figure showing locations of blast along with location of complaints</li> </ul>
<b>Quarterly Reports and Presentation</b>	Quarterly (May, August, November 2020, and February 2021)	\$3,575	4	\$14,300	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> <li>• Operations monitoring completed in prior quarter</li> <li>• Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne &amp; Dolan unit recordings, to the Stantec unit recordings)</li> <li>• Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> <li>○ For off-site dust complaints <ul style="list-style-type: none"> <li>▪ weather conditions (wind direction and speed) the day of the complaint</li> </ul> </li> <li>○ For off-site seismic complaints <ul style="list-style-type: none"> <li>▪ seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> <li>▪ weather conditions (wind direction and speed; temp.; humidity; precipitation) the day of the complaint</li> <li>▪ a figure showing locations of blasts along with location of complaints</li> </ul> </li> </ul> </li> </ul> <p>The February 2021 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2020. This annual report is not meant to repeat what has already been provided in the prior quarterly reports; rather, it is intended to be a brief summary.</p>

**\$46,500 TOTAL (compared to budget: \$46,500)**

**Note:** The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.



## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this 5<sup>th</sup> day of February, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

### WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a quarry monitoring service contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

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

#### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

## **II. FEES AND PAYMENTS**

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for and in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this AGREEMENT.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the CITY. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

#### IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Joel Dietl, Planning Manager, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

#### V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

#### VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, at least equal to the minimum limits set forth below:

- |  |                          |
|--|--------------------------|
| A. Limit of General/Commercial Liability                           | \$2,000,000              |
| B. Automobile Liability: Bodily Injury/Property Damage             | \$1,000,000              |
| C. Excess Liability for General Commercial or Automobile Liability | \$3,000,000              |
| D. Worker's Compensation and Employers' Liability                  | \$500,000 or per statute |

E. Professional Liability

whichever is greater  
\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to the CITY, and naming the CITY as an additional insured for General Liability.

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**VIII. TERM AND TIME FOR COMPLETION**



- A. The initial term of this agreement shall be eleven months from receipt of a Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for ten months, thereby leaving one month to compile, report, and present results for the final period and to provide any required summary information and recommendations.
- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the initial term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

## **XI. CONFLICT OF INTEREST**

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

## **XII. PROFESSIONALISM**

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

### XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

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

CITY OF FRANKLIN, WISCONSIN

BY: Stephen R. Olson

PRINT NAME: Stephen R. Olson

TITLE: Mayor

DATE: 2/5/19

BY: Sandra L. Wesolowski

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: 2/05/2019

BY: Paul Rotzenberg

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: 2-5-2019

CONTRACTOR

BY: Michael B. Roznowski

PRINT NAME: Michael B. Roznowski

TITLE: Principal

DATE: February 4, 2019

BY: [Signature]

PRINT NAME: CITY OF FRANKLIN

TITLE: \_\_\_\_\_

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

BY: Jesse Wesolowski

PRINT NAME: Jesse Wesolowski

TITLE: City Attorney

DATE: 2/14/19





# EXHIBIT A

## QUARRY MONITORING SERVICES

### SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2019.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$700	9	\$6,300	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
Blast Monitoring	monthly	\$2,945	10	\$29,450	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at: 7301 S. 51 <sup>st</sup> Street, and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure, and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.  Stantec will prepare monthly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings. This will allow the City to better evaluate the validity of the current seismic monitoring and the actual blasts being conducted by Payne & Dolan.
Blast Complaint Evaluation	Per blast that results in one or more complaints	\$300	25 (estimate)	\$7,500	On a monthly basis, the City will forward to Stantec specific information pertaining to quarry complaints received. Stantec will evaluate each one to evaluate the following corresponding collaborative conditions: <ul style="list-style-type: none"> <li>• For off-site dust complaints = weather conditions (wind direction and speed) the day of the complaint</li> <li>• For off-site seismic complaints = seismic data from both Stantec and Payne &amp; Dolan placed monitors</li> </ul> A short summary will be provided to the City Planning Manager Joel Diel, and a compilation of all complaints and evaluations during the year will be provided with the End-of-Year Report.
End-of-year Report	Report	\$2,750	1	\$2,750	Report summarizing Operations and Blast Monitoring, along with complaint evaluations, completed during year.
				<b>\$46,000</b>	<b>TOTAL (compared to budget: \$46,000)</b>

**Note:** The exact number of events cannot be determined at this time for both the Blast Monitoring (since we do not know when Stantec will obtain a Notice to Proceed from the City nor how long Payne & Dolan plans to blast in calendar year 2019) or the Blast Complaint Evaluation (since we do not know how many blasts during 2019 will actually result in complaints). Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

City of Franklin, WI  
Planning - Dept 621

GL NUMBER	DESCRIPTION	2020 MAYOR'S RECOM BUDGET	2020 DEPT REQUEST BUDGET	2019 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2018 ACTIVITY	2017 ACTIVITY
01-0621-5425 **	CONFERENCES & SCHOOLS	4,000	4,000	3,500	4,000	3,750	1,839
01-0621-5432 **	MILEAGE	1,000	1,000		1,000		
01-0621-5433 **	EQUIPMENT RENTAL	8,500	8,500	2,000	8,500	1,556	1,697
NET OF REVENUES/APPROPRIATIONS - SERVICES		(22,250)	(22,250)	(11,500)	(22,250)	(11,110)	(10,830)
Total Planning		(433,630)	(456,298)	(416,050)	(449,845)	(376,068)	(391,844)
* NOTES TO BUDGET: DEPARTMENT 0621 PLANNING							
5218	QUARRY MONITORING SERVICE						
	FOOTNOTE AMOUNTS:	46,500	46,500	43,000			
	Since 2012, the City has hired a consultant to conduct monitoring of the quarry. Pursuant to the quarry PDDs, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne & Dolan quarry operator.						
5223	FILING FEES						
	FOOTNOTE AMOUNTS:	200	200				
	This line item is for recording documents at the Milwaukee County Register of Deeds Office.						
5242	EQUIPMENT MAINTENANCE						
	FOOTNOTE AMOUNTS:	3,500	3,500	1,500			
	New for 2019, this line item includes an estimated \$1,500 for annual maintenance of the proposed MapLink zoning map/zoning code GIS product. This line item also includes the cost of the copier/printer user charges and service calls.						
5421	OFFICIAL NOTICES/ADVERTISING						
	FOOTNOTE AMOUNTS:	4,250	4,250	4,000			
	This line item is primarily for notices published in the newspapers. Notices will likely be required as new development projects are approved by Common Council						
5422	SUBSCRIPTIONS						
	FOOTNOTE AMOUNTS:	3,000	3,000	500			

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 12/03/2019</b>
<b>REPORTS AND RECOMMENDATIONS</b>	Recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions.	<b>ITEM NUMBER</b>

At the September 26 and November 14, 2019 Quarry Monitoring Committee (QMC) meetings, the QMC discussed the outstanding Council actions related to citizen concerns and the QMC's recommendations.

*At the November 14, 2019 QMC meeting Ald. Barber moved to send a recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions. The status update shall include: actions taken, outstanding items and the date when the actions will be taken.*

At the September QMC, Aldw. Wilhelm read the status of the items into the record based on research of citizen requests addressed on following Council meeting dates with corresponding motions (see attached motions):

*December 4, 2018, January 22, 2019, March 19, 2019, June 18, 2019 and July 16, 2019*

The January and March Council action sheets and motions are of particular importance. While Staff could be directed again and provide their own research, a basic breakdown of the outstanding issues citizens want the Council to address with comment are provided for consideration.

#### **Quarry information on the website to be updated**

- Mayor/Council/ or Director of Administration could appoint someone else if the DOA is busy

#### **Review QMC appointments in consideration of adding interested citizens**

- This item can be addressed with a mayoral appointment. No new appointment has been brought forward since the opposition of a previous appointment.
- Review QMC ordinance. QMC has completed its review and the item is ready for Council

#### **Reclamation Plan Status**

- QMC completed their input a very long time ago and provided its recommendation to Council.
- Mayor/staff would have to add it to the Plan Commission agenda before a public hearing prior to Council adoption.
- For this pending item, Council could again direct staff to address this or direct placement on the agenda

#### **Quarry PDD blasting distance is not monitored**

- Request a survey of blasting areas for distance limits as set within the PDD. – In process.

#### **Staff to send letter to Quarry operators on concerns and funding for PDD compliance survey**

- The Council has allocated funds given the letter (directed in March) letter is pending.

#### **Blasting levels within PDD 23 & 24 were set when blasting was in the northern section but blasting has gained proximity to homes. Residents note home foundation impacts believed to be caused by blasting.**

- Review and seek methods to tighten the allowable blasting levels set within PDD. The City Attorney provided input but the item was delayed by State action and has not returned to Council.
- Seek consultant assistance to assess blasting impacts to home foundations and/or study blasting operations as a nuisance and take appropriate action.

**ACTION REQUESTED** – Timely proceed with carrying out previous Council motions.



# Quarry Monitoring Committee

The Quarry Monitoring Committee consists of 5 members, 2 of who are Aldermen and 3 of who are citizens. Members are appointed as follows: the Aldermen members and 1 citizen member are appointed by the Mayor and confirmed by the Common Council and each of the other 2 citizen members are separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing 1 citizen, which appointments are confirmed by the Common Council. At least one of the citizen members shall not be a member of any other City board, commission, or committee. The initial appointment is as follows: 1 citizen member shall serve for 1 year; 1 citizen member shall serve for 2 years; and 1 citizen member shall serve for 3 years; the Aldermen members shall serve for 2 years and only during his or her tenure in office, from June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of 3 years, and each Aldermen appointment shall be for a term of 2 years.

## Duties:

The Committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

Common Council retains jurisdiction. The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

## Members:

	<b>Term/Expiration</b>
Alderwoman Kristen Wilhelm	2 Years/6-30-21
Alderman Mike Barber	2 Years/6-30-21
Vacancy (Mayor Appointment)	3 Years/5-31-19
Fred Knueppel (Dist. 5 Ald. Appointment)	3 Years/5-31-21

Margie Shore (Dist. 3 Ald. Appointment)  
Staff Support: Regulo Martinez-Montilva, Associate Planner

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3 Years/5-31-20

**Meeting Date: Scheduled as Needed**

**Meeting Time: Varies**

**Meeting Location:**  
Hearing Room  
Franklin City Hall  
9229 W. Loomis Road

**Please direct agenda questions to:**  
[Joel Dietl, Planning Manager](#)  
414-425-4024

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## **Related Links**

[Quarry Complaint Procedures](#)  
[Quarry Event Report Form](#)  
[Quarry FAQ's](#)

# Quarry Complaint Procedures

## ***Important Note:***

*If you submit a Quarry Event/Complaint Form and do not check the box requesting confidentiality, the quarry operator may send a representative to your property to discuss your complaint in greater detail, to review your property for potential damage, or to be present during a quarry blast. Please be aware that the City will not send a City, state, or quarry representative to your property unless (1) the property owner requests a visit and (2) there is a mutual agreement that a site visit is warranted. If you have concerns about someone claiming to be from one of these agencies, please contact the City of Franklin Planning Department ([414-425-4024](tel:414-425-4024)) or the City of Franklin Department of Administration ([414-858-1100](tel:414-858-1100)).*

Payne & Dolan, Inc. (formerly known as Franklin Aggregates) is the quarry operator for the purpose of this complaint procedure. A Quarry Event/Complaint Form, which is available online and at the City Clerk's Office, is the form that is used to file a complaint about quarry operations or activity. City policy does not allow the release of the name of the person filing the complaint (complainant) to the general public or to the quarries without authorization (see check box on form). However, complaint forms submitted without a name and contact information or using "anonymous" will not be processed. Your name and contact information is important for complaint investigation and validity.

## **Fill out an online Quarry Complaint using the [Quarry Event/Complaint Form](#).**

The Department of Administration receives each Quarry Event/Complaint Form (quarry complaint) and forwards it to the Planning Department. A copy is forwarded to the quarry operator (Payne & Dolan); however, the name and identifying information of the complainant is eliminated if the complainant requests confidentiality, as provided for on the form. The Planning Department investigates the complaint, generally focusing on potential violations of the municipal code or state statutes. Complaints regarding immediate public health and safety matters receive priority consideration. Other complaints are processed as time, workload, and priorities permit.

Payne & Dolan, the quarry operator, encourages persons with questions or complaints about the quarry to contact them, care of Mr. Mike Saddy, at [414-423-2550](tel:414-423-2550).

Please note that quarry complaints submitted through the City's general "Complaint Form" are transferred into the quarry complaint process described above. On the other hand, a complaint called in directly to the quarry is not logged into the City's complaint tracking



system. Therefore, if you would like the City to look into your complaint as well, you must file a Quarry Event/Complaint Form as noted above.

You may contact Ms. Lisa Huening in the City of Franklin Department of Administration at [414-858-1100](tel:414-858-1100) for assistance with or questions regarding this form. For other questions related to quarry regulations, monitoring, or enforcement, please contact Mr. Joel Dietl of the City of Franklin Planning Department at [414-425-4024](tel:414-425-4024) or at [generalplanning@franklinwi.gov](mailto:generalplanning@franklinwi.gov).

## **City of Franklin Regulations**

The City of Franklin regulates Payne & Dolan, Inc. operations under agreed upon laws covered primarily within [PDD 23](#) and [PDD 24](#). Both PDDs apply because Payne & Dolan assumed the responsibilities of Vulcan after Payne & Dolan purchased Vulcan's share of the quarry.

## **State of Wisconsin Regulations**

The State of Wisconsin, through the Department of Natural Resources and the Department of Safety and Professional Services, regulates various aspects of quarry and mining operations throughout the state, including the quarry in Franklin.

While the state does not have a formal complaint process for the quarry, they do have a process to address potential violations of state permits or standards. Relevant State contacts are as follows:

- air quality related questions, concerns, or complaints can be directed to Mr. Daniel Schramm, Section Chief at the Department of Natural Resources Division of Air, Waste and Remediation & Redevelopment, at [414-263-8620](tel:414-263-8620);
- water quality related questions, concerns, or complaints can be directed to Ms. Jamie Lambert, Wastewater Specialist at the Wisconsin Department of Natural Resources Division of Water, at [414-263-8485](tel:414-263-8485); and
- blasting related questions, concerns, or complaints can be directed to Mr. Patrick Murphy, Mine Safety Specialist, at the Department of Safety and Professional Services, at [414-852-3648](tel:414-852-3648) (please be aware that the state level blasting limits are less strict than those contained within the City of Franklin's Planned Development Districts for the Payne & Dolan quarry, and that the state does not typically monitor quarry blasting).

If, in the opinion of these state agencies, a violation of a state permit or standard may be involved, or other similarly significant problem may exist, they will contact the quarry operator to initiate an investigation of the situation. This may include site visits and other follow-up type activities. In the event that a violation or significant problem cannot be satisfactorily resolved, enforcement actions may be undertaken by the appropriate state agency.



# Quarry Monitoring

The City of Franklin has one active quarry area, which has been in operation for over half a century. It is located in the northeastern portion of the City, from Rawson Avenue on the north to Drexel Avenue on the south and from 51st Street on the east to the Root River on the west. It is owned by Payne & Dolan, Inc.

## Quarry Complaint Procedures

Below is shown an aerial view of the quarry, dated 10/22/2018. The quarry includes both the pit (or hole) where the active rock extraction occurs and adjacent lands owned by Payne & Dolan, Inc. These adjacent lands include the offices for the company, scale houses (where trucks are weighed), wash areas (where trucks are washed), various storage areas and buildings, and berms to screen the quarry. The quarry also includes two asphalt plants.





(Aerial view of the southern end of the quarry) the Vulcan Quarry berm, looking dated July 28, 2011.)



(Google Earth Street view of westward from S. 51st Street,

## FAQ's

What types of activities occur at the quarry?

Quarrying activity includes removing soil and other surface materials to expose the limestone bedrock, blasting the bedrock with explosives, and transporting the broken rock by truck and conveyors to be crushed, sorted, and washed (all of which is done inside the quarry). The finished material (commonly referred to as aggregate or crushed stone and gravel) is then trucked out of the quarry for use in various construction projects throughout the area or is used in the asphalt plants (which also trucks out their finished material for use in various projects throughout the area). Further information about quarrying in general, and about the Franklin quarry in particular, can be found at the [Payne & Dolan website](#).

Typically, the quarry operator blasts a few times each week to obtain the aggregate they need for their current projects. Generally, Payne & Dolan blasts about 300 times each year. Blast frequency tends to follow the economy and/or approval of major

construction projects such as the I-94 Interchange. The quarry operator typically decreases activity during the winter season.

### Who owns the quarry?

Payne & Dolan Inc. (formerly Franklin Aggregates) owns and operates the quarry. It can be noted that in 2013, Payne & Dolan, Inc. acquired the portion of the quarry that had previously been owned by Vulcan Lands, Inc. Payne & Dolan also owns one of the asphalt plants. Black Diamond Group, Inc. owns the other plant.

### Who regulates the quarry?

The potential for adverse impacts to workers, water quality, and adjacent properties has resulted in numerous federal, state, and local laws for quarries and quarry activities. Current laws take the importance of quarries to the construction industry into consideration.

The federal government regulates the working conditions within the quarry through the Mine Safety and Health Administration (MSHA) and the Occupational Safety and Health Administration (OSHA). The Environmental Protection Agency (EPA) regulates various environmental aspects of the quarry. These agencies may periodically inspect the quarry and/or the quarry operator to ensure federal regulations are met.

The State's Department of Natural Resources (DNR) regulates various environmental aspects of the quarry as well, mainly through air and water pollution permits. The DNR periodically inspects the quarry and quarry operator, but does not regularly or routinely monitor them. The State has established blasting limits in regard to how loud and how much ground vibration can be caused by quarry blasts. According to the DNR website, local governments are given the primary responsibility for regulating nonmetallic mines. The DNR provides oversight for local reclamation programs and ensures operations meet state reclamation requirements. Reclamation refers to plans established for the quarry after it has permanently stopped active mining.

The City of Franklin regulations are primarily contained in [Planned Development District No. 23](#) (for the prior Payne & Dolan portion of the quarry) and [Planned Development District No. 24](#) (for the former Vulcan portion of the quarry). These regulations, in place since 1997, cover items such as hours of operation, various setbacks, blasting limits, air quality standards, and blast monitoring.

In regard to blasting limits, for example, these PDD's have established limits lower than State requirements that can be exceeded only 15 percent of the time each year, and upper limits which cannot be exceeded. For air blasts (how loud a blast can be), the lower limit is 123 decibels while the upper limit is 133 decibels. For ground vibrations, the lower limit is 0.3 inches per second while the upper limit is 0.65 inches per second.

## Who monitors the quarry?

The state and federal government regulate the quarry, and periodically inspect it, but they do not regularly monitor it. Under state, federal, and local laws, the quarry is required to monitor their own operations. From 1997 to 2004, the DNR did undertake some air quality monitoring adjacent to the quarry, but this is no longer done by the DNR.

Through the respective Planned Development Districts ([PDD No. 23](#) and [PDD No. 24](#)), the City of Franklin requires the quarry operator to monitor and record all of its blasts. These regulations also allow the City to independently monitor various aspects of quarry operations including: blasting (both ground vibrations and air blast); air quality (dust); and general compliance with the City's regulations. Furthermore, these regulations allow the City to assess a portion of the costs for such monitoring back to the quarry operator.

The City has been reviewing the blast records of the quarry operators since 1992, and from 2001 to 2005 had hired a consultant to independently monitor quarry blasts (which included some limited air quality monitoring during 2003 and 2004).

In June of 2012, the City reinstated independent monitoring of ground vibrations associated with each blast. The Common Council recently approved a longer-term arrangement with an independent consultant for additional monitoring continuing into 2015.

On June 4, 2012, the City of Franklin re-established the Quarry Monitoring Committee with the specific duty to assist the City in reviewing the monitoring results of the quarry operator.

## Why did the blast on October 1, 2018 feel so much larger than other blasts?

The Monday, October 1, 2018, blast occurred at approximately 3:30 PM and was located on the top rock bench or layer in the south central portion of the quarry; 1,100 feet north of Drexel Avenue.

The closest seismograph to residences, located at 5800 Allwood Street, recorded a maximum ground vibration of 0.11 in/s for this blast which is only 17% of the maximum blasting limit allowed by the City of Franklin. The airblast (noise/pressure) was recorded at 112 dba (decibels) which is only 10% of the maximum airblast limit allowed by the City of Franklin.

This blast was most likely felt more by those neighbors living south of Drexel as a result of a combination of factors including: (1) limited blasting in this area of the quarry – this is only the second blast in this area for the year, (2) time of day – the blast occurred within approved hours of blasting but later in the day than blasting is normally conducted, and (3) weather conditions – it was misty with a very low cloud ceiling.

How far can the quarry expand?

As set forth in both PDDs, the quarry pit (the area of active extraction) cannot get any closer than: 850 feet to Drexel Avenue; 650 feet to 51st Street; 200 feet to Rawson Avenue; and 200 feet to the Root River. As of 2012, the quarry has reached these limits in only a few small locations. The City monitors this progress through evaluating aerial maps.

It is important to note that certain activities have been approved outside the quarry pit, including placement and expansion of the berms, topsoil removal, trails, offices for the quarry operator, etc.

How do I file a complaint about the quarry?

The City has created a specific [Quarry Event/Complaint Form](#) for any event or complaint related to the quarry. For additional information see [Quarry Complaint Procedures](#).

How do I find out more?

For questions about the City's regulations pertaining to the quarry, or the status of quarry monitoring, please contact Mr. Joel Dietl, City of Franklin Planning Department Planning Manager, at [414-425-4024](tel:414-425-4024) or email at [generalplanning@franklinwi.gov](mailto:generalplanning@franklinwi.gov).



## Complaints Report to the Quarry Monitoring Committee

Date: December 2, 2019

To: Quarry Monitoring Committee (QMC)

From: Associate Planner, Régulo Martínez-Montilva, AICP

RE: Complaints Report for the December 12, 2019, QMC regular meeting.

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Staff is pleased to present the following complaint summary:

Reporting period	11/14 – 12/02/2019
Total complaints	2
Official complaints (*)	1
Unofficial complaints	1
Event Type	Blast and noise (1); Other (1), gravel on Rawson Ave.
Maximum recorded Peak Particle Velocity (PPV)	<b>0.200 in/sec</b> on 11/27/2019 at 11:04 am (Payne & Dolan data) <u>Comment:</u> This event did not exceed the ground vibration lower limit of 0.30 in/sec, as outlined in the PDD Ordinance.
<b>Maximum recorded airblast or air overpressure (AO)</b>	<b><u>130 dB</u></b> on 11/27/2019 at 11:06 am (Payne & Dolan data) <u>Comment:</u> This event exceeded the air blast lower limit of 123 dB, as outlined in the PDD Ordinance. However, this event is within the air blast upper limit of 133 dB, as outlined in the Wis. Administrative Code Chapter SPS 307.44.
Event with highest number of complaints	Occurred on <b>12/02/2019 at 12:11 pm</b> . 1 official complaint. PPV (0.125 in/sec) / AO (112 dB).

(\*) A complaint is deemed official when the complainant submits a Quarry Event/Complaint Form to the Dept. of Administration, either in person or online. This form is available online and at the City Clerk's Office.

## Vibra-Tech HomeView

Date	Time	Shot #	Seismo Loc	PPV	AO
12/02/2019	12:11 pm	160	Franklin Quarry(7301 S 51st Street)	0.058	112
12/02/2019	12:11 pm	160	Franklin Quarry(7526 S. 51st Street)	0.125	106
12/02/2019	12:11 pm	160	Franklin Quarry(SE of Quarry)	0.048	104
11/27/2019	11:10 am	157	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/27/2019	11:04 am	157	Franklin Quarry(7301 S 51st Street)	0.200	114
11/27/2019	11:04 am	157	Franklin Quarry(7526 S. 51st Street)	0.095	111
11/27/2019	11:04 am	157	Franklin Quarry(SE of Quarry)	0.035	111
11/27/2019	11:06 am	158	Franklin Quarry(7301 S 51st Street)	0.010	130
11/27/2019	11:06 am	158	Franklin Quarry(7526 S. 51st Street)	0.038	123
11/27/2019	11:06 am	158	Franklin Quarry(SE of Quarry)	0.023	113
11/19/2019	10:57 am	156	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/19/2019	10:57 am	156	Franklin Quarry(7301 S 51st Street)	0.138	111
11/19/2019	10:57 am	156	Franklin Quarry(7526 S. 51st Street)	0.035	120
11/19/2019	10:57 am	156	Franklin Quarry(SE of Quarry)	N/T	N/T
11/19/2019	10:51 am	155	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/19/2019	10:51 am	155	Franklin Quarry(7301 S 51st Street)	0.128	109
11/19/2019	10:50 am	155	Franklin Quarry(7526 S. 51st Street)	0.073	109
11/19/2019	10:51 am	155	Franklin Quarry(SE of Quarry)	0.035	110
11/14/2019	10:05 am	154	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/14/2019	10:05 am	154	Franklin Quarry(7301 S 51st Street)	0.063	104
11/14/2019	10:05 am	154	Franklin Quarry(7526 S. 51st Street)	0.143	106
11/14/2019	10:05 am	154	Franklin Quarry(SE of Quarry)	0.045	95
11/12/2019	10:38 am	153	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/12/2019	10:38 am	153	Franklin Quarry(7301 S 51st Street)	0.058	112
11/12/2019	10:38 am	153	Franklin Quarry(7526 S. 51st Street)	0.050	117
11/12/2019	10:38 am	153	Franklin Quarry(SE of Quarry)	0.025	114
11/07/2019	9:30 am	152	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
11/07/2019	9:28 am	152	Franklin Quarry(7301 S 51st Street)	0.055	110
11/07/2019	9:28 am	152	Franklin Quarry(7526 S. 51st Street)	0.145	101
11/07/2019	9:28 am	152	Franklin Quarry(SE of Quarry)	0.043	91





**Stantec**

**Stantec Consulting Services Inc.**

1165 Scheuring Road | De Pere, Wisconsin 54115  
Phone: 920-592-8400

November 7, 2019

Joel E. Dietl, AICP  
Planning Manager  
City of Franklin Planning Department  
9229 W. Loomis Road  
Franklin, Wisconsin 53132  
Via email: [jdietl@franklinwi.gov](mailto:jdietl@franklinwi.gov)

RE: **City of Franklin, WI – Franklin Aggregates Quarry Vibration Monitoring**  
**Period of Monitoring: October 1-31, 2019**

Joel:

Stantec Consulting Services Inc. (Stantec) is pleased to present the City of Franklin this letter summarizing the blast monitoring performed in the vicinity of the Payne & Dolan (P&D) Franklin Aggregates quarry in Franklin, WI for the period October 1-31, 2019. Stantec is providing remote vibration monitoring by using two seismographs (deployed by Sauls Seismic), each co-located with existing P&D monitors (deployed by Vibra-Tech) at 7301 S. 51st Street and 5800 W. Allwood Drive. P&D also has two additional monitors located at 7526 S. 51st Street and SE of Quarry. Both the Stantec and P&D seismographs are configured to provide continuous (24/7) remote monitoring.

Stantec has prepared the attached table summarizing and comparing data from the P&D and Stantec monitor recordings. This letter provides highlights of the data collected during this period.

#### **General Notes**

- The monitoring period was completed between October 1 (12:00 AM) and October 31 (11:59 PM), 2019, which is net 31-day monitoring period.
- During this period P&D had a total of 18 blasting events (Shot ID's 132-149). The Stantec monitors confirmed 13 of the 18 blasting events (72%).
- At the monitors located at 5800 W. Allwood Dr., P&D confirmed zero blasts (0%) while Stantec also confirmed zero (0%). At the monitors located at 7301 S. 51st St. P&D confirmed 18 blasts (100%) while Stantec confirmed 13 (100%).

Comments: Sixteen blasts were completed in the far eastern portion of the quarry; two blasts were completed more towards the central region.

#### **PPV comparison – monitor values**

- 17 Number of P&D maximum value PPV values greater than Stantec monitor
- 1 Number of Stantec maximum value PPV values greater than P&D monitor
- 0 Number of P&D maximum value PPV values equal to Stantec monitor
- The recorded PPV measurements by P&D and Stantec did not exceed the permissible limit as outlined in the current Planned District Development (PDD) agreement.



- 5800 W. Allwood Drive
  - N/A Average PPV value measured by P&D monitor
  - N/A Average PPV value measured by Stantec monitor
- 7301 S. 51<sup>st</sup>. St.
  - 0.109 Average PPV value measured by P&D monitor
  - 0.082 Average PPV value measured by Stantec monitor

Comments: Although the monitors have slightly different resulting measurements for the same blasts, the P&D monitors appear to be more conservative (e.g., higher values) or consistent with the Stantec monitors.

#### **PPV comparison – geographic distribution**

The location distribution of the highest recorded PPV values recorded by all monitors for the blasting events consisted of the following:

<b>Monitor Location</b>	<b>Highest PPV recorded by P&amp;D Monitor</b>	<b>Highest PPV recorded by Stantec Monitor</b>
7301 S. 51 <sup>st</sup> Street	12	13
5800 W. Allwood Drive	0	0
7526 S. 51 <sup>st</sup> Street	6	No monitor at this location
SE of Quarry	0	No monitor at this location

Comments: A geographic review of the blast locations indicated all blasts were completed in the eastern portion of the active quarry, adjacent the monitors along S. 51<sup>st</sup>. Street, except two blasts completed more towards the central region of the active quarry.

Please contact us if you have any questions.

Sincerely,

#### **STANTEC CONSULTING SERVICES INC.**

Megan Matheus  
Environmental Scientist

Michael B. Roznowski, CHMM  
Principal

Enclosures: City of Franklin, WI, Franklin Aggregates Quarry Vibration Survey  
Period of Survey: October 1-31, 2019

Date and Time	P&D Activity Number	P&D Monitor Location	PPV (in/sec)	Date	Time	PPV (in/sec)	Stantec Monitor Location	Difference in PPV Values
10/1/2019 10:47	132	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/1/2019 10:47	132	7301 S 51st Street	0.055	10/1/2019	10:47:36	0.06	7301 S 51st Street	-0.005
10/1/2019 10:47	132	7526 S. 51st Street	0.043					
10/1/2019 10:47	132	SE of Quarry	N/T					
10/3/2019 8:35	133	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/3/2019 8:34	133	7301 S 51st Street	0.108	10/3/2019	08:34:31	0.07	7301 S 51st Street	0.038
10/3/2019 8:34	133	7526 S. 51st Street	0.098					
10/3/2019 8:34	133	SE of Quarry	0.025					
10/3/2019 13:15	134	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/3/2019 13:15	134	7301 S 51st Street	0.165	10/3/2019	13:15:47	0.1	7301 S 51st Street	0.065
10/3/2019 13:15	134	7526 S. 51st Street	0.158					
10/3/2019 13:15	134	SE of Quarry	0.025					
10/3/2019 13:17	135	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/3/2019 13:17	135	7301 S 51st Street	0.163	10/3/2019	13:17:49	0.11	7301 S 51st Street	0.053
10/3/2019 13:17	135	7526 S. 51st Street	0.038					
10/3/2019 13:17	135	SE of Quarry	N/T					
10/8/2019 11:59	136	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/8/2019 11:59	136	7301 S 51st Street	0.050	10/8/2019	11:59:48	0.05	7301 S 51st Street	0.000
10/8/2019 11:59	136	7526 S. 51st Street	0.053					
10/8/2019 11:59	136	SE of Quarry	N/T					
10/8/2019 12:02	137	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/8/2019 12:02	137	7301 S 51st Street	0.118	10/8/2019	12:03:06	0.07	7301 S 51st Street	0.048
10/8/2019 12:02	137	7526 S. 51st Street	0.100					
10/8/2019 12:02	137	SE of Quarry	0.033					
10/9/2019 11:18	138	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/9/2019 11:18	138	7301 S 51st Street	0.160	10/9/2019	11:18:34	0.12	7301 S 51st Street	0.040
10/9/2019 11:18	138	7526 S. 51st Street	0.093					
10/9/2019 11:18	138	SE of Quarry	0.025					
10/9/2019 11:20	139	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/9/2019 11:20	139	7301 S 51st Street	0.075			N/T	7301 S 51st Street	
10/9/2019 11:20	139	7526 S. 51st Street	0.030					
10/9/2019 11:20	139	SE of Quarry	N/T					
10/15/2019 8:58	140	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/15/2019 8:58	140	7301 S 51st Street	0.068			N/T	7301 S 51st Street	
10/15/2019 8:58	140	7526 S. 51st Street	0.133					
10/15/2019 8:58	140	SE of Quarry	0.030					
10/15/2019 11:28	141	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/15/2019 11:28	141	7301 S 51st Street	0.153	10/15/2019	11:29:08	0.12	7301 S 51st Street	0.033
10/15/2019 11:28	141	7526 S. 51st Street	0.123					
10/15/2019 11:28	141	SE of Quarry	0.023					
10/22/2019 11:16	142	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/22/2019 11:16	142	7301 S 51st Street	0.088	10/22/2019	11:17:05	0.06	7301 S 51st Street	0.028
10/22/2019 11:16	142	7526 S. 51st Street	0.155					
10/22/2019 11:16	142	SE of Quarry	0.035					
10/22/2019 11:19	143	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/22/2019 11:19	143	7301 S 51st Street	0.205	10/22/2019	11:19:33	0.011	7301 S 51st Street	0.194
10/22/2019 11:19	143	7526 S. 51st Street	0.080					
10/22/2019 11:19	143	SE of Quarry	0.030					
10/24/2019 11:00	144	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/24/2019 11:00	144	7301 S 51st Street	0.050			N/T	7301 S 51st Street	
10/24/2019 11:00	144	7526 S. 51st Street	0.103					
10/24/2019 11:00	144	SE of Quarry	0.025					
10/24/2019 11:00	145	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/24/2019 11:02	145	7301 S 51st Street	0.138	10/24/2019	11:02:57	0.12	7301 S 51st Street	0.018
10/24/2019 11:02	145	7526 S. 51st Street	0.108					
10/24/2019 11:02	145	SE of Quarry	0.028					
10/28/2019 12:04	146	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/28/2019 12:07	146	7301 S 51st Street	0.080	10/28/2019	12:07:48	0.06	7301 S 51st Street	0.020
10/28/2019 12:07	146	7526 S. 51st Street	0.035					
10/28/2019 12:04	146	SE of Quarry	N/T					
10/28/2019 12:07	147	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/28/2019 12:05	147	7301 S 51st Street	0.065			N/T	7301 S 51st Street	
10/28/2019 12:04	147	7526 S. 51st Street	0.090					
10/28/2019 12:04	147	SE of Quarry	0.023					
10/31/2019 11:59	148	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/31/2019 11:59	148	7301 S 51st Street	0.060			N/T	7301 S 51st Street	
10/31/2019 11:59	148	7526 S. 51st Street	0.108					
10/31/2019 11:59	148	SE of Quarry	0.023					
10/31/2019 12:02	149	5800 ALLWOOD	N/T			N/T	5800 ALLWOOD	
10/31/2019 12:02	149	7301 S 51st Street	0.168	10/31/2019	12:02:12	0.11	7301 S 51st Street	0.058
10/31/2019 12:02	149	7526 S. 51st Street	0.100					
10/31/2019 12:02	149	SE of Quarry	0.038					

## Monitoring Statistics

18	Number of actual blasts (as reported by Payne & Dolan)
0	Number of actual blasts confirmed by P&D (5800 Allwood)
0%	% of actual blasts confirmed by P&D (5800 Allwood)
18	Number of actual blasts confirmed by P&D (7301 S. 51st St.)
100%	% of actual blasts confirmed by P&D (7301 S. 51st St.)
0	Number of actual blasts confirmed by Stantec (5800 Allwood)
0%	% of actual blasts confirmed by Stantec (5800 Allwood)
13	Number of actual blasts confirmed by Stantec (7301 S. 51st St.)
72%	% of actual blasts confirmed by Stantec (7301 S. 51st St.)
0	Number of additional non-blast events measured by Stantec (5800 Allwood)
0	Number of additional non-blast events measured by Stantec (7301 S. 51st St.)
0	Number of blasts with highest PPV measured by P&D (5800 Allwood)
0	Number of blasts with highest PPV measured by Stantec (5800 Allwood)
12	Number of blasts with highest PPV measured by P&D (7301 S. 51st St.)
13	Number of blasts with highest PPV measured by Stantec (7301 S. 51st St.)
0	Number of blasts with PPV > 0.30 measured by P&D (5800 Allwood)
0	Number of blasts with PPV > 0.30 measured by Stantec (5800 Allwood)
0	Number of blasts with PPV > 0.30 measured by P&D (7301 S. 51st St.)
0	Number of blasts with PPV > 0.30 measured by Stantec (7301 S. 51st St.)
0.000	Sum PPV of blasts measured by P&D (5800 Allwood)
0.000	Average PPV of blasts measured by P&D (5800 Allwood)
1.969	Sum PPV of blasts measured by P&D (7301 S. 51st St.)
0.109	Average PPV of blasts measured by P&D (7301 S. 51st St.)
0.000	Sum PPV of blasts measured by Stantec (5800 Allwood)
0.000	Average PPV of blasts measured by Stantec (5800 Allwood)
1.061	Sum PPV of blasts measured by Stantec (7301 S. 51st St.)
0.082	Average PPV of blasts measured by Stantec (7301 S. 51st St.)
0	Number of PPV of blasts measured by P&D that were confirmed by Stantec (5800 Allwood)
N/A	Sum PPV of blasts measured by P&D that were confirmed by Stantec (5800 Allwood)
N/A	Average PPV of blasts measured by P&D that were confirmed by Stantec (5800 Allwood)
13	Number of PPV of blasts measured by P&D that were confirmed by Stantec. (7301 S. 51st St.)
1.651	Sum PPV of blasts measured by P&D that were confirmed by Stantec. (7301 S. 51st St.)
0.127	Average PPV of blasts measured by P&D that were confirmed by Stantec. (7301 S. 51st St.)
0	Number of PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec (5800 Allwood)
N/A	Sum PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec (5800 Allwood)
N/A	Average PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec (5800 Allwood)
5	Number of PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec. (7301 S. 51st St.)
0.318	Sum PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec. (7301 S. 51st St.)
0.064	Average PPV of blasts measured by P&D that were <b>not</b> confirmed by Stantec. (7301 S. 51st St.)