

CITY OF FRANKLIN
QUARRY MONITORING COMMITTEE*
MEETING AGENDA

Franklin City Hall, **COUNCIL CHAMBERS**
9229 West Loomis Road, Franklin, Wisconsin 53132
~~Wednesday~~, November 14, 2019, 6:00 p.m.

- I. Call to Order and Roll Call
- II. Approval of Minutes
 - a. Regular meeting of October 30, 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. Election of Committee Chair and Vice-Chair.
 - 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.
 - 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.
 - d. Update on any outstanding Council motions related to Council action taken on previous recommendations from the Quarry Monitoring Committee.
 - 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.
- 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
October 30, 2019
Minutes**

unapproved

I. CALL TO ORDER

Alderwoman Wilhelm called the October, 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 Alderwoman Kristen Wilhelm, Alderman Mike Barber, Members Margie Shore and Fred Kneuppel, and Associate Planner Régulo Martínez-Montilva.

II. APPROVAL OF THE MINUTES

a. Regular meeting of September 26, 2019

Member Shore requested the addition of the arrival time of Associate Planner Martínez. Alderman Mike Barber moved, and Member Kneuppel seconded, a motion to approve the minutes of the September 26, 2019, regular meeting with the addition by Member Shore. All present voted 'aye'; motion carried.

III. CITIZEN COMMENT PERIOD

Citizen comment period opened at 6:03 p.m. and closed at 6:04 p.m. No citizen comments.

V. HEARINGS

a. None.

No action needed. None taken.

V. BUSINESS

a. Update on the new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue, as directed by the Common Council on March 19, 2019 (Item G.3).

Alderwoman Wilhelm noted that a Request for Proposal (RFP) was sent on October 29, 2019, to 3 surveying companies, the proposals are due November 15, 2019.

b. Review and discussion on the Professional Services Agreement to provide quarry monitoring services for calendar year 2020.

Alderwoman Wilhelm commented on Exhibit A of the Professional Services Agreement of calendar year 2019, and recommended to increase the item "Operations Monitoring" by 3 and decrease "Blast Monitoring events by 1. Alderman Barber concurred with decreasing Blast Monitoring and noted that Mike Roznowski of Stantec should be present during this discussion. Associate Planner Martínez noted that Mr. Roznowski was unable to attend this meeting.

Member Kneuppel noted that the blast monitoring data from Payne & Dolan and Stantec have been relatively close. Alderman Barber commented that the blasting data should be presented in relation to complaints.

Alderman Barber proposed to increase the “Operation Monitoring” from 9 events to 12 and decrease the “Blast Monitoring” from 10 events to 9. Alderman Barber expressed concern about the consultant’s attendance to Quarry Monitoring Committee meetings and proposed a quarterly attendance for next year. Member Kneuppel suggested that the Committee may ask questions to the Consultant during the meeting to have a more structured meeting.

Based on Committee discussion, Alderwoman Wilhelm assisted with language for the following motion:

A motion to accept the motion as recommend by Chairman to modify Exhibit A of the Professional Services Agreement to provide quarry monitoring services for calendar year 2020: to increase the Operations Monitoring from 9 to 12 events, to reduce the Blast Monitoring from 10 to 9 events, to include a new item for quarterly consultant presentations before the Quarry Monitoring Committee, to be discussed with the Consultant during next meeting.

Alderman Barber moved, and Member Kneuppel seconded. All present voted ‘aye’; motion carried.

- c. Review and discussion on the Administrative Rules and Procedures of the Quarry Monitoring Committee, approved by Common Council on December 4, 2012.

Member Shore expressed concerned about the current vacancy. Alderman Barber suggested to ask the Mayor to make his appointment by a certain date. Alderwoman Wilhelm commented about the Committee membership, as described in the Rules and Procedures. Member Shore suggested that a new member should be from the areas close to the Quarry. Alderwoman Wilhelm made several suggestions for alternative language that would result in a QMC recommendation to the Council related amending the Rules and Procedures, one of which was to add an ad-hoc citizen member.

Based on the Committee discussions and preferences, Alderwoman Wilhelm assisted with the following motion language for consideration:

A motion to recommend an amendment to the Rules and Procedures of the Quarry Monitoring Committee, to add a non-voting member selected by the Quarry Monitoring Committee and confirmed by the Common Council and that the Quarry Monitoring Committee ask the Mayor to appoint his citizen member by the first meeting of January 2020.

Alderman Barber moved, and Member Kneuppel seconded to accept the motion as recommend by Chairman. All present voted ‘aye’; motion carried. Alderwoman Wilhelm asked staff to draft the amendment text for the next meeting and noted she was not in complete agreement with the motion but voted in favor as a compromise.

- 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.

Associate Planner Martínez presented a complaints report and noted the recorded blast data is in compliance with the Planned Development District (PDD) limits, he mentioned that data is presented in relation to the complaints, as suggested by Alderman Barber. Alderman Barber recommended to add a graph to the report. Alderwoman Wilhelm suggested to add the location of the blast events. Member Kneuppel noted that the seismograph in 5800 Allwood registered “Not Triggered” (N/T) and suggested to consult with Stantec about it.

VI. SCHEDULE NEXT MEETING

It was agreed that the next meeting of the Quarry Monitoring Committee would tentatively be on November 14, 2019, based on quorum.

VII. ADJOURNMENT

Alderman Barber moved and Member Knueppel seconded to adjourn the October 30, 2019 Quarry Monitoring Committee meeting at 7:41 p.m. All present voted 'aye'; motion carried.

DRAFT

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this 5th 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 st 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"> • For off-site dust complaints = weather conditions (wind direction and speed) the day of the complaint • For off-site seismic complaints = seismic data from both Stantec and Payne & Dolan placed monitors 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.
				\$46,000	TOTAL (compared to budget: \$46,000)

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			

THE QUARRRY MONITORING COMMITTEE
OF THE CITY OF FRANKLIN, WISCONSIN

ADMINISTRATIVE RULES AND PROCEDURES

Adopted by the Quarry Monitoring Committee October 11, 2012

Revised and Approved by the Common Council December 4, 2012

The City of Franklin Quarry Monitoring Committee

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ADMINISTRATIVE RULES AND PROCEDURES

ARTICLE I

Name of Committee

The name of this operation shall be the "Quarry Monitoring Committee" of the City of Franklin, Wisconsin, hereinafter referred to as the "Committee".

ARTICLE II

Duties and Expectations

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.

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.

Committee members are expected to notify the Committee Chair or staff representative if they are unable to attend a meeting, and come prepared and ready to participate in discussion.

ARTICLE III

Authorization

The authorization for the establishment of this Committee is pursuant to the June 4, 2012, meeting of the Common Council under Ordinance No. 2012-2077.

ARTICLE IV

Membership and Quorum

Section 1

The Quarry Monitoring Committee shall consist of ~~six five~~ members, two of who shall be Aldermen and ~~fourthree~~ of who shall be citizens. One of the four citizen members will be a non-voting member.

The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council. And each of the other two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. One citizen non-voting member shall be selected by the Committee and confirmed by the Common Council, for a term of 3 years. At least one of the citizen members shall not be a member of any other City board, commission or committee.

One Staff member, assigned by the Mayor, will assume the duties of secretary to the Commission and perform the duties under Section 5.

- Section 2 A quorum shall be three (3) members. All actions and decisions of the Committee shall be passed by simple majority except a motion to adjourn. A record of all Committee votes shall be kept as a part of its minutes. Each of the appointed members shall be entitled to one (1) vote, with the exception of the Committee selected citizen who will be a non-voting member. The Chair is a voting member and votes according to Roberts Rules of Order. Voting by proxy is not permitted. On a tie vote, the motion is lost.
- Section 3 All citizen members shall serve without compensation. The Aldermanic positions are served in their official capacity.
- Section 4 The Staff member assigned to the Committee by the Mayor and with the assistance of the Chair, shall prepare agendas for regular and special meetings and reports of Committee action. The Staff member shall be responsible for keeping the official minutes and records of the Committee and provide notice to all Committee members, arrange proper and legal notice of hearings, attend to correspondence of the Committee, as approved by same, and have such other duties as may, from time to time, be assigned by the Committee.
- Section 5 The Committee Chair is to be elected at the first meeting of the Committee following the adoption of the Administration Rules and Procedures. The Chair shall be elected by the voting members present by majority voice vote and shall serve for one year. The Chair shall preside at all meetings and hearings of the Committee, having the duties normally conferred by parliamentary usage to such office.
- Section 6 The Committee members shall select the Vice-Chair by majority voice vote during the first meeting after the adoption of the Administrative Rules and Procedures and shall serve for 1-year. The Vice-Chair shall preside at all Committee functions in the absence of the Committee Chair, and shall have the duties normally conferred by parliamentary usage to such office, including the signing of approved Committee reports and all other documents requiring the Committee signature pursuant to state and local law.
- When the Committee Chair and Vice-Chair are unable to preside or fulfill the duties of the Chair and a quorum of the Committee is present for a properly noticed and scheduled Committee meeting or hearing, the staff assigned to the Committee may call the Committee to order and shall temporarily preside solely to allow the selection of a Chair Pro Tempore by and from the Committee members present. Upon selection, the Chair Pro Tempore shall preside and assume the duties of the Chair until the Chair or the Vice-Chair is able to preside or until re-appointments are confirmed by the Common Council.

ARTICLE V

Terms and Vacancies

The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and two~~one~~ citizen members shall serve for three years; the Aldermen members shall serve three~~two~~ years and only during his or her tenure in office, from May~~June~~ 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of three~~two~~ years.

ARTICLE VI

Meetings

- Section 1 Meetings of the Committee shall be subject to the call of the Chairman.
- Section 2 Any member of the Committee may, upon consultation with the Chair or in the absence, the Vice-Chair or acting Chair, place on a Committee agenda for consideration, discussion, action, etc. any matter that is properly within or related to the duties, rules, procedures, activities, etc. of the Committee.
- Section 3 Special meetings may be called by the Committee Chair. It shall be the duty of the Committee Chair to call a special meeting when requested to do so by a majority of the members of the Committee. Special meetings may be held at such times and places as shall be determined by the Committee.
- Section 4 All meetings of the Committee shall be open to the general public in accordance with the Statutes of Wisconsin (Open Meetings Act).
- Section 5 Unless otherwise specified, Robert's Rules of Order newly revised, shall govern the proceedings at the meetings of the Committee.

ARTICLE VII

Order of Business

- Section 1 The order of business at regular meeting and administrative sessions of the Committee shall be:
- a. Call to Order & Roll Call
 - b. Approval of Minutes of previous meeting(s).
 - c. Citizen Comment Period
 - d. Hearings
 - e. Business Items
 - f. Schedule next meeting
 - g. Adjournment
- Section 2 Agendas and other documents for all meetings shall, whenever possible, be delivered to the members of the Committee no later than the Monday preceding the regular meeting. In general, order of business shall follow the printed agendas. The order of business may vary from the printed agenda by consensus of the Committee members present.

ARTICLE VIII

Public Meetings, Special Meetings, Workshops

The Committee may from time to time hold public meetings, workshops and policy sessions which are required pursuant to state and local law, or which the Committee

deems to be in the public interest.

ARTICLE IX

Staff

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

Staff shall assist the Committee Chair or acting Chair in the preparation and distribution of Committee minutes, reports, agendas, and other materials.

ARTICLE X

Non-member Participation

Section 1

Letters, documents and other records relevant to matters before the Committee or within Committee duties are welcome at any time by submission to the Chair, subject to timing requirements established elsewhere herein. Submissions related to a specific matter before the Committee will be considered when the specific matter is considered. Submissions related to other matters within the Committee duties will be considered in the Business section of the agenda or as otherwise deemed applicable by the Committee.

Section 2

Except for properly noticed and scheduled public hearings, non-member testimony during Committee meetings shall be limited to 1) applicants with matters before the Committee, 2) persons with knowledge or expertise relevant to matters before the Committee or within Committee duties and 3) the mayor and aldermen of the City of Franklin. Such non-member testimony shall be permitted during the Citizen Comment period or at the discretion of and upon recognition by the Chair or on consensus of the Commission members present, and upon statement of name, address and basis for testimony.

Section 3

At a properly noticed and scheduled public hearing of the Committee, any person may speak on the specified subject of the hearing upon recognition by the Chair and statement of name and primary residence address.

ARTICLE XI

Amendments

Revisions or amendments to these Administrative Rules and Procedures (except items established in the statutes and regulations of the State of Wisconsin or the Municipal Code of the City of Franklin, Wisconsin, which shall be as adopted by the applicable authoritative body) shall require approval of a majority of the Committee membership.

APPROVED FEBRUARY 5, 2019CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 22, 2019
MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on January 22, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson 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. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:31 p.m. and closed at 7:02 p.m.
JANUARY ICC MEETING	B.2.	Mayor Olson reported on the Intergovernmental Cooperation Council meeting held on January 14, 2019 in the Village of Greendale.
MINUTES JANUARY 8, 2019	C.1.	Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 8, 2019, as presented. Seconded by Alderman Dandrea. All voted Aye; motion carried.
MAYORAL PROCLAMATION	G.1.	Mayor Olson presented a Proclamation for Light and United RED (County-wide annual initiative to shine a spotlight on the dangers of substance misuse).
APPT. OF DIR. OF HEALTH & HUMAN SERVICES	G.2.	Alderman Barber moved to confirm the Mayoral appointment of Courtney Day, RN, BSN, as Director of Health and Human Services conditioned on a successful background check, drug screen, and State certification. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.
DONATION TO FIRE DEPT.	G.3.	Alderman Mayer moved to accept the donation in the amount of \$300 from Salvador and Erlinda Salud to the Fire Department to be used for fire prevention, education programs and other safety initiatives in the community. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
QUARRY MONITORING COMMITTEE UPDATE	G.4.	Alderwoman Wilhelm moved to direct staff to act upon the following citizen requests, with an update by the second meeting in March, 2019: Add Quarry Monitoring meeting packets to the online system; Update Quarry information on the website; Quarry

Monitoring meetings to be held in the Council Chambers for better sound and recording; Allow citizen access to online blasting information; Continue to work on citizen questions to be brought before the Common Council; and further that the previous Quarry Monitoring Committee newsletter article be addressed as a short write-up with a link to the website. Seconded by Alderman Barber. All voted Aye; motion carried.

Aldерwoman Wilhelm further moved to bring forth the following Council action items, with an update by the second meeting in March, 2019: Review of the Stantec survey related to the blasting distance from the S. 51st Street centerline (as set within the Planned Development District); Review the proximity to homes and current blasting levels allowed (as set within the PDD); Update the Common Council on the content and status of the Quarry Reclamation Plan; and Review the Quarry Monitoring Committee appointments in consideration of adding interested citizens, with this item to be addressed in the Mayor's appointments. Seconded by Alderman Barber. All voted Aye; motion carried.

CONTRACT FOR 2019
QUARRY
MONITORING

G.5. Alderman Barber moved to approve the 2019 Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services, Inc., contingent upon review by the Quarry Monitoring Committee and if no objections, with the Mayor's signature to be held until the Quarry Monitoring Committee makes its final recommendation, and to authorize staff to enter into said agreement not to exceed \$46,000 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried.

HOFFER CLAIM FOR
EXCESSIVE
ASSESSMENT

G.6. Alderwoman Wilhelm moved to table to the next meeting the Claim for Excessive Assessment submitted by Lawrence Hoffer for Parcel 740-0122-000. Seconded by Alderman Mayer. Alderwoman Wilhelm withdrew her motion and Alderman Mayer then withdrew his second.

Alderman Taylor moved to deny the Claim on Excessive Assessment, Parcel 740-0122-000 by Lawrence Hoffer in accordance with Wis. Stats. §74.37 for the reasons submitted by City Assessor Mark Link in his memorandum dated January 14, 2019. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman Taylor, Alderman Barber voted Aye; Alderman Mayer, Alderwoman Wilhelm, and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the affirmative. Motion carried.

STATUS UPDATE FROM
 QUARRY MONITORING
 COMMITTEE AND
 PDD NO. 23 AND 24
 STANDARDS

- G.3. Alderwoman Wilhelm moved to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and that the surveying funds come from the General Fund (Contingency), or as appropriate, at a cost not to exceed \$6,000 and further that the survey point would be from the current centerline of S. 51st Street. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to have staff address the existing complaint regarding the setback as it relates to the field of loose material beyond the blasting area, and the survey needs to address blasting areas and that a letter be sent to Payne and Dolan notifying them of the City's concerns and the request to fund an additional survey in the Stantec contract for this year, and to address any fine language within the letter. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District No. 23 and 24 Standards pertaining to blasting levels allowed by the two PDDs with a date to return back to the Council no later than the last meeting in June 2019. Seconded by Alderman Barber. All voted Aye; motion carried.

REPLACEMENT OF FIRE
 ENGINE

- G.5. Alderman Taylor 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. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2019-7474
 CONDITIONALLY
 APPROVING A
 CONDOMINIUM PLAT
 FOR PARK CIRCLE
 CONDOMINIUMS (9733
 S. 76TH ST.) (NEUMANN
 DEVELOPMENTS, INC.,
 APPLICANT)

- G.6. Alderman Nelson moved to adopt Resolution No. 2019-7474, A RESOLUTION TO AMEND RESOLUTION NO. 2017-7291, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR PARK CIRCLE CONDOMINIUMS AT 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 CONDOMINIUM AREAS; TO RATIFY AND APPROVE NUNC PRO TUNC THE RECORDING OF THE PLAT ON FEBRUARY 21, 2019 AS DOCUMENT #10849951; TO WAIVE ANY PRIOR REGULATORY TIME LIMITS FOR THE RECORDING OF THE PLAT; TO AUTHORIZE DEPARTMENT

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| QUARRY
MONITORING | G.2. | Alderman Taylor moved to direct staff to review and address all of the suggested potential review recommendations from the Quarry Monitoring Committee and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| POLICE POSITIONS | G.3 | Alderman Nelson moved to approve the elimination of one patrol officer position and add one detective position to the Police Department and direct staff to find the necessary \$8,400 difference. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2018-7442
SMART AGREEMENT | G.4. | Alderman Taylor moved to adopt Resolution No. 2018-7442, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS AGREEMENT TO PROVIDE FOR GOVERNMENTAL LAW ENFORCEMENT AGENCIES' MUTUAL AID AMONG SOUTHEASTERN WISCONSIN COUNTIES, CITIES, VILLAGES AND TOWNS. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| S. 68TH ST.
ROAD
IMPROVEMENTS | G.5. | Alderman Barber moved to adopt the Scoping Phase report for S. 68th Street improvements; select the recommendation for a absolute minimum alternative cross-section; select two vertical curves just south of W. Drexel Avenue and just north of Terrace Drive for lowering; and direct staff to finalize professional services contract for Phase 2 of detail design of S. 68th Street from W. Loomis Road to W. Puetz Road with Lakeside Engineering and return to Common Council for execution. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer and Alderman Taylor voted No. Motion carried. |
| RES. 2018-7443
LANDFILL
MONITORING
AGREEMENT WITH
JSA ENVIRONMENTAL | G.6. | Alderman Taylor moved to adopt Resolution No. 2018-7443, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2019, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| RES. 2018-7444
AMEND SPECIAL USE
FOR HOPPE
WOODWORKS, INC. | G.7. | Alderman Taylor moved to adopt Resolution No. 2018-7444, A SPECIAL USE AMENDMENT TO AMEND RESOLUTION NO. 97-4563 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR HOPPE |

Vibra-Tech HomeView

Date	Time	Shot #	Seismo Loc	PPV	AO
11/04/2019	1:19 pm	151	Franklin Quarry(7301 S 51st Street)	0.103	107
11/04/2019	1:19 pm	151	Franklin Quarry(7526 S. 51st Street)	0.083	107
11/04/2019	1:19 pm	151	Franklin Quarry(SE of Quarry)	0.035	106
11/04/2019	10:41 am	150	Franklin Quarry(7301 S 51st Street)	0.058	112
11/04/2019	10:41 am	150	Franklin Quarry(7526 S. 51st Street)	0.053	113
10/31/2019	12:02 pm	149	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/31/2019	12:02 pm	149	Franklin Quarry(7301 S 51st Street)	0.168	113
10/31/2019	12:02 pm	149	Franklin Quarry(7526 S. 51st Street)	0.100	110
10/31/2019	12:02 pm	149	Franklin Quarry(SE of Quarry)	0.038	116
10/31/2019	11:59 am	148	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/31/2019	11:59 am	148	Franklin Quarry(7301 S 51st Street)	0.060	109
10/31/2019	11:59 am	148	Franklin Quarry(7526 S. 51st Street)	0.108	101
10/31/2019	11:59 am	148	Franklin Quarry(SE of Quarry)	0.023	95
10/28/2019	12:04 pm	146	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/28/2019	12:07 pm	146	Franklin Quarry(7301 S 51st Street)	0.080	116
10/28/2019	12:07 pm	146	Franklin Quarry(7526 S. 51st Street)	0.035	116
10/28/2019	12:04 pm	146	Franklin Quarry(SE of Quarry)	N/T	N/T
10/28/2019	12:07 pm	147	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/28/2019	12:05 pm	147	Franklin Quarry(7301 S 51st Street)	0.065	110
10/28/2019	12:04 pm	147	Franklin Quarry(7526 S. 51st Street)	0.090	106
10/28/2019	12:04 pm	147	Franklin Quarry(SE of Quarry)	0.023	95
10/24/2019	11:00 am	144	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/24/2019	11:00 am	144	Franklin Quarry(7301 S 51st Street)	0.050	113
10/24/2019	11:00 am	144	Franklin Quarry(7526 S. 51st Street)	0.103	109
10/24/2019	11:00 am	144	Franklin Quarry(SE of Quarry)	0.025	104
10/24/2019	11:00 am	145	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/24/2019	11:02 am	145	Franklin Quarry(7301 S 51st Street)	0.138	116
10/24/2019	11:02 am	145	Franklin Quarry(7526 S. 51st Street)	0.108	109
10/24/2019	11:02 am	145	Franklin Quarry(SE of Quarry)	0.028	111
10/22/2019	11:16 am	142	Franklin Quarry(5800 ALLWOOD)	N/T	N/T

Date	Time	Shot #	Seismo Loc	PPV	AO
10/22/2019	11:16 am	142	Franklin Quarry(7301 S 51st Street)	0.088	114
10/22/2019	11:16 am	142	Franklin Quarry(7526 S. 51st Street)	0.155	106
10/22/2019	11:16 am	142	Franklin Quarry(SE of Quarry)	0.035	93
10/22/2019	11:19 am	143	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/22/2019	11:19 am	143	Franklin Quarry(7301 S 51st Street)	0.205	119
10/22/2019	11:19 am	143	Franklin Quarry(7526 S. 51st Street)	0.080	114
10/22/2019	11:19 am	143	Franklin Quarry(SE of Quarry)	0.030	113
10/15/2019	11:28 am	141	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/15/2019	11:28 am	141	Franklin Quarry(7301 S 51st Street)	0.153	103
10/15/2019	11:28 am	141	Franklin Quarry(7526 S. 51st Street)	0.123	106
10/15/2019	11:28 am	141	Franklin Quarry(SE of Quarry)	0.023	103
10/15/2019	8:58 am	140	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/15/2019	8:58 am	140	Franklin Quarry(7301 S 51st Street)	0.068	113
10/15/2019	8:58 am	140	Franklin Quarry(7526 S. 51st Street)	0.133	104
10/15/2019	8:58 am	140	Franklin Quarry(SE of Quarry)	0.030	96
10/09/2019	11:18 am	138	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/09/2019	11:18 am	138	Franklin Quarry(7301 S 51st Street)	0.160	100
10/09/2019	11:18 am	138	Franklin Quarry(7526 S. 51st Street)	0.093	106
10/09/2019	11:18 am	138	Franklin Quarry(SE of Quarry)	0.025	101
10/09/2019	11:20 am	139	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/09/2019	11:20 am	139	Franklin Quarry(7301 S 51st Street)	0.075	105
10/09/2019	11:20 am	139	Franklin Quarry(7526 S. 51st Street)	0.030	107
10/09/2019	11:20 am	139	Franklin Quarry(SE of Quarry)	N/T	N/T
10/08/2019	12:02 pm	137	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/08/2019	12:02 pm	137	Franklin Quarry(7301 S 51st Street)	0.118	98
10/08/2019	12:02 pm	137	Franklin Quarry(7526 S. 51st Street)	0.100	109
10/08/2019	12:02 pm	137	Franklin Quarry(SE of Quarry)	0.033	103
10/08/2019	11:59 am	136	Franklin Quarry(5800 ALLWOOD)	N/T	N/T
10/08/2019	11:59 am	136	Franklin Quarry(7301 S 51st Street)	0.050	102
10/08/2019	11:59 am	136	Franklin Quarry(7526 S. 51st Street)	0.053	108
10/08/2019	11:59 am	136	Franklin Quarry(SE of Quarry)	N/T	N/T
10/03/2019	1:17 pm	135	Franklin Quarry(5800 ALLWOOD)	N/T	N/T