CITY OF FRANKLIN QUARRY MONITORING COMMITTEE* MEETING AGENDA

Franklin City Hall, **HEARING ROOM** 9229 West Loomis Road, Franklin, Wisconsin 53132 Thursday, December 17, 2020, <u>6:00 p.m.</u>

- I. Call to Order and Roll Call
- II. Approval of Minutes
 - a. Regular meeting of November 12, 2020.
- 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. Welcome new non-voting member Dina Swanson.
 - b. Review and discussion on quarry monitoring services scope of work for calendar year 2021 presented by Stantec Consulting Services, Inc.
 - c. Exceptional blast report for the September 15, 2020, blast event.
- 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 Common Council Chambers, Franklin City Hall 6:00 PM November 12, 2020 Minutes

I. CALL TO ORDER

The November 12, 2020 Quarry Monitoring Committee meeting was called to order by Alderwoman Wilhelm at 6:03 p.m. in the Common Council Chambers at City Hall.

Alderwoman Kristen Wilhelm, Alderman Mike Barber, Members Fred Knueppel and Dallas Schurg were present by phone. Principal Planner Régulo Martínez-Montilva and Clint Wenninger were present in the Common Council Chambers, consultants Mike Roznowski and Kristen Gunderson-Inden were present by phone.

II. APPROVAL OF THE MINUTES

a. Regular meeting of September 24, 2020.

Alderman Barber moved and Alderwoman Wilhelm seconded to approve the minutes with corrections. On voice vote, all members voted 'aye'; the vote was 4-0, motion carried.

III. CITIZEN COMMENT PERIOD

Citizen comment period opened at 6:05 p.m. and closed at 6:05 p.m. No citizen comments.

IV. HEARINGS

a. None.

No action needed. None taken.

V. BUSINESS

a. Selection of non-voting member (Ordinance 2020-2425).

Member Schurg nominated Chase Alan Hoppe, Alderman Barber nominated Bill Frank and member Knueppel nominated Dina Swanson. On roll call vote, two (2) members voted 'aye' and two (2) members voted 'nay' for Chase Alan Hoppe; two (2) members voted 'aye' and two (2) members voted 'nay' for Bill Frank; four (4) members voted 'aye' for Dina Swanson. Dina Swanson was selected as the new non-voting member of the Quarry Monitoring Committee, subject to Common Council confirmation.

b. Quarterly presentation by Stantec Consulting Services (2/3 of 4)

Kristen Gunderson-Inden presented reports for the 2nd quarter (April, May and June) and 3rd quarter (July, August and September) of 2020.

c. Review and discussion on matters pertaining to citizen complaints, blasting data from Payne & Dolan, and on Stantec's (the City's consultant) recent site inspections, including exceptional reports for September 15 and October 2 blast events.

Kristen Gunderson-Inden presented the exceptional blast reports for September 15 and October 2. Alderman Barber asked staff to include the September 15 exceptional blast report in the next agenda.

Alderman Barber moved and Alderwoman Wilhelm seconded a motion to suspend the regular order of business to (re-open) allow a late arriving citizen to comment. On voice vote, all members voted 'aye', motion carried. 1 citizen comment by Penny Danoski. Alderman Barber moved and member Knueppel seconded a motion to close the citizen comment period. On voice vote, all members voted 'aye', motion carried.

d. Reclamation Plan review and comparison with Wisconsin DNR requirements.

Alderwoman Wilhelm commented that the Reclamation Plan presented by the quarry operator should be compared to the information listed in the document titled "A Guide to Developing Reclamation Plans for Nonmetallic Mining Sites in Wisconsin". Clint Wenninger stated that the Municipal Code of the City of Franklin has a specific chapter for Nonmetallic mining Reclamation.

Alderwoman Wilhelm turned the meeting to the vicechair, Alderman Barber.

e. Property Value Guarantee Agreement, Exhibit 10-11 of Ordinance 97-1456 Planned Development District (PDD) No. 23 and Exhibit 15-16 of Ordinance 97-1457 PDD No. 24.

No action needed, no action taken.

VI. SCHEDULE NEXT MEETING

It was agreed that the next meeting of the Quarry Monitoring Committee would tentatively be on December 17, 2020, based on quorum.

VII. ADJOURNMENT

Member Knueppel moved and member Schurg seconded to adjourn the November 12, 2020, Quarry Monitoring Committee meeting at 7:20 p.m. All present voted 'aye'; motion carried.

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 2021.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVCIES
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. A percentage of the visits will also include on-site observations and records review.
Blast Monitoring	monthly	\$1,775	12	\$21,300	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. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$1,000	3		 For unusual blast events (e.g., those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: seismic data from both Stantec and Payne & Dolan placed monitors weather conditions (wind direction and speed) the day of the complaint a figure showing locations of blast along with location of complaints
Quarterly Reports and Presentation	Quarterly (May, August, November 2020, and February 2021)	\$3,600	4	\$14,400	 Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: Operations monitoring completed in prior quarter Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings, to the Stantec unit recordings) Citizen complaints received by the City of Franklin in prior quarter 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 weather conditions (wind direction and speed; temp.; humidity; precipitation) the day of the complaint The February 2022 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2021. 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.

\$45,000 TOTAL (compared to budget: \$45,000)

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 <u>anuary February</u>, 2020, 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:

1. 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 or designee. 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. Régulo Martinez-Montilva, Associate Planner, 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:

Α.	Limit of General/Commercial Liability	\$2,000.000
Β.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
С.	Excess Liability for General Commercial or Automobile Liability	\$3,000,000
D.	Worker's Compensation and Employers' Liability \$500,00	0 or per statute

		whichever is greater
E.	Professional Liability	\$1,000,000

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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 term of this agreement shall be from January 1 to December 31, 2020, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2020. In addition, the terms also anticipates the 4th quarter 2020 (October December) report and presentation be provided during February 2021.
- 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 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:

PRINT NAME: Stephen R. Olson

TITLE: Mayor

2020 DATE:

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PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

2020 DGI DATE:

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

CONTRACTOR Stantec Consulting Services, Inc.

BY: THIOD B Roymonde

PRINT NAME: Michael B. Roznowski

TITLE: Senior Principal

DATE: January 30, 2020

BY:

PRINT NAME:

TITLE:

DATE:

RV

PRINT NAME: Jesse Wesolowski

TITLE: City Attorney

2/10/2020 FRA DATE: SEAT

SCOPE OF WORK AND ASSOCIATED COST

QUARRY MONITORING SERVICES

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EXHIBIT A

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ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
47-GLO-307584	5/1/2019	5/1/2020				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part Liquor Liability Coverage Part Products/Completed Operations Liability Coverage Part

- A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	- (- N				
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice				
Those persons and organizations as stated in a certificate of					
Insurance, on file with the insurer, as of the date of					
Cancellation.					

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017 IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION 30 NUMBER OF DAYS NOTICE OF CANCELLATION:

NONRENEWAL NONRENEWAL: 30 NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Attachment Code: D522107 Certificate ID: 14532221

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
47-UM0-307585	5/1/2019	5/1/2020				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part Liquor Liability Coverage Part Products/Completed Operations Liability Coverage Part

- A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

Name and Address of Other Person(s) / Organization(s):					
Those persons and organizations as stated in a certificate of	Days Notice				
Insurance, on file with the insurer, as of the date of					
Cancellation.					

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS: Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment Code: D522110 Certificate ID: 14532221

		1	-	
A	C	0	R	D
1	-	-	27	~

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

If SU	BROGATION IS WAI	VED, subject	to th	e ter		e policy	, certain p	olicies may i	IAL INSURED provisions or b require an endorsement. A st	
RODUC	ER Lockton Compani	es				CONTACT				
	444 W. 47th Street					PHONE (A/C. No.	Ext):		FAX (A/C, No):	
	Kansas City MO 6	54112-1906				E-MAIL ADDRESS				
	(816) 960-9000					INSURER(S) AFFORDING COVERAGE				
						INSURER	A: Berkshir	e Hathaway S	Specialty Insurance Company	22270
SURED	NIANTEC CONS	ULTING				INSURER	в: AIG Sp	ecialty Insu	rance Company	2688
1410	⁰⁰ SERVICES INC.					INSURER C : INSURER D :				
	370 INTERLOCK	EN BLVD								·
	SUITE 300 BROOMFIELD C	0 80021-8013	5			INSURER	E:			
-						INSURER	Fź			
_	RAGES		N.7.6 145		NUMBER: 1418068				REVISION NUMBER: XX	XXXXX
CERT	IFICATE MAY BE ISSU	UED OR MAY I	PERT	AIN,	THE INSURANCE AFFORDE	ED BY T BEEN RE	HE POLICIE	S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	
R	TYPE OF INSURA	NCE	INSD	WVD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
-	COMMERCIAL GENERAL	71			NOT APPLICABLE				DAMAGE TO RENTED	XXXXX
-	CLAIMS-MADE OCCUR								PREMISES (Ea occurrence) \$ XX	XXXXXX
-				1						XXXXX
0				1.0				1		XXXXXX
GE	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC									XXXXXX
-	OTHER:								PRODUCTS - COMPTOP AGG \$ AA	АЛЛЛА
AUTOMOBILE LIABILITY					NOT APPLICABLE				COMPINED SINCLE LIMIT	XXXXX
E	ANY AUTO									XXXXXX
-	OWNED	CHEDULED		1.1						XXXXXX
1	HIRED	NON-OWNED NONS ONLY							DOODEDTY DAMAGE	XXXXXX
		IDIOS ONLI							D br abbrauly	XXXXX
1	UMBRELLA LIAB	OCCUR			NOT APPLICABLE		_			XXXXX
	EXCESS LIAB	CLAIMS-MADE	11		The second se					XXXXX
	DED RETENTION	s	1							XXXXX
	DRKERS COMPENSATION				NOT APPLICABLE				PER OTH- STATUTE ER	
AN	Y PROPRIETOR/PARTNER/EX	KECUTIVE TIN	N/A	1.1					the second se	XXXXX
(Ma	FICER/MEMBER EXCLUDED? andatory in NH)			1.1					E.L. DISEASE - EA EMPLOYEE \$ XX	XXXXX
DE	es, describe under SCRIPTION OF OPERATION	IS below		100					E.L. DISEASE - POLICY LIMIT & XX	XXXXX
Professional Liab		N	N	47-EPP-308810 NO RETROACTIVE DATI		10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS		
C	ontractors Pollution Liab		1.4	S.,	CPO8085428		10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG	
					101, Additional Remarks Schedul TANTEC PROJECT# 19370	le, may be			The second	
	FICATE HOLDER					CANC	ELLATION	See Atta	chment	
(14180680 CITY OF FRANKL 9229 WEST LOOM FRANKLIN WI 531	IS ROAD,				THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE CY PROVISIONS.	
1						AUTHOR	ZED REPRESE	0 .	M Amello	

The ACORD name and logo are registered marks of ACORD

Policy No: 47-EPP-308810, NO RETROACTIVE DATE Named Insured: See Attached Certificate PROFESSIONAL LIABILITY NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this endorsement.
(4) As used in this endorsement:

(1) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.



Stantec Consulting Services Inc. 1165 Scheuring Road | De Pere, Wisconsin 54115 Phone: 920-592-8400

September 21, 2020

Régulo Martínez-Montilva, AICP Associate Planner - Department of City Development City of Franklin 9229 W. Loomis Road Franklin, Wisconsin 53132 <u>RMartinez-Montilva@franklinwi.gov</u>

RE: City of Franklin, WI – Franklin Aggregates Quarry Vibration Monitoring Summary of Blast Which Occurred On: September 15, 2020

Dear Régulo:

Stantec Consulting Services Inc. (Stantec) is pleased to present the City of Franklin this summary letter regarding a blasting event on September 15, 2020 at the Payne & Dolan (P&D) Franklin Aggregates quarry in Franklin, WI. The City requested this "exceptional blast complaint evaluation" on September 15, 2020, in response to the receipt of a number of complaints pertaining to a blast occurring the same day. This is the second exceptional blast complaint evaluation completed by Stantec during 2020.

Background

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 the quarry. Both the Stantec and P&D seismographs are configured to provide continuous (24/7) remote monitoring.

Stantec has prepared the attached table on the following page summarizing and comparing data from the P&D and Stantec monitor recordings. In addition, Figure 1 provides the location of the blast and associated complaints. This letter provides highlights of the data collected for this event on September 15, 2020.

Blast Information

The blast occurred in the southern portion of the active quarry. P&D indicated that the blast occurred in what they refer to as the "Top Bench" of the quarry. This blast was in the same general location and in the same bench as the April 9, 2020 blast event that generated 13 complaints and was reviewed in a separate exceptional blast evaluation.

Complaint Locations

A total of 11 complaints were received regarding this blast. Two requested to remain confidential, so the location of those complaints was not disclosed. Three were unofficial complaints with limited data provided (no address given). As illustrated on Figure 1, all (6 of 6) nonconfidential, official complaints were located south of Drexel Avenue. Four of the nonconfidential, official complaints from this blast were from the same addresses as the April 9, 2020 blast event.

Weather

Weather at the time of the blast was about 70 degrees Fahrenheit with 65% relative humidity. The wind was from the south-southwest at 17 mph with gusts to 24 mph. The barometric pressure was 29.45 inches. The skies were mostly cloudy and there was no precipitation.

Seismograph Data Comparison

	Monitor Location (Figure 1 Location)	Monitor Distance from Blast Location (Feet)	P&D Monitor		Stantec Monitor	
Date & Time			PPV (in/sec) (Note 1)	AO (dB) (Note 2)	PPV (in/sec) (Note 1)	AO (dB) (Note 2)
9/15/2020 11:00am	7301 S 51st Street (A)	3,274	Note 3	Note 3	Note 3	Note 3
9/15/2020 10:58am	5800 Allwood Drive (D)	1,216	0.100	107	0.080	108
9/15/2020 10:58am	7526 S. 51st Street (B)	2,291	0.0630	112		
9/15/2020 10:58am	SE of quarry (C)	1,535	0.1580	108		

Note 1 Per the Planned Development District #23 and #24 Ordinances, ground vibration resulting from P&D blasting shall not exceed 0.30 inches per second on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by P&D. Notwithstanding any other provision in this subsection, the Operator shall not exceed the ground vibration limitation imposed by the Wisconsin Department of Industry, Labor and Human Relations in Figure 7.64 of ch. ILHR 7, Wis. Adm. Code (new reference now Wis. Adm. Code, Safety and Professional Services Chapter 307), or 0.65 inches per second, whichever is more restrictive, on any blast.

Note 2 Per the Planned Development District #23 and #24 Ordinances, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by the Wisconsin Department of Industry, Labor and Human Relations in ch.ILHR 7, Wis. Adm. Code on any blast (new reference now Wis. Adm. Code, Safety and Professional Services [SPS] Chapter 307).

Note 3 Monitor did not record blast event, presumably due to distance from blast location.

The data from the seismographs shows that the blast was within the permitted operation ranges listed in the City of Franklin Planned Development District (PPD) 23 and 24 as well as Wis. Adm. Code, Chapter SPS 307 for vibration and air overpressure/sound.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Kristen Gunderson-Inden Environmental Scientist

Michael B. Roznowski, CHMM Senior Principal

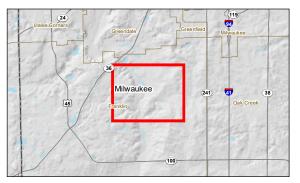
Enclosures: Figure 1 - Franklin Quarry Blast and Complaint Locations - September 15, 2020 (Blast #63)



Figure No. 1

Title Franklin Quarry Blast and Complaint Locations - September 15, 2020 (Blast #63)

Client/Pr	roject 19370748 of Franklin				
	hity of Payne and Dolan Quarry				
	Location Prepared by AJS on 2020-09-1 ranklin, Milwaukee Co., WI TR by MP on 2020-09-1 IR by KGI on 2020-09-11 IR by KGI on 2020-09-11				
Ĺ	N 0 500 1,000 Feet				
V	(At original document size of 11x17) 1:12,000				
Legen	d				
\bigstar	Blast Location				
•	Blast Complaint				
Seismi	ic Monitoring Location				
\bigotimes	Vibra-Tech(VT1) and Stantec(S1)				
B	Vibra-Tech(VT2)				
Ô	Vibra-Tech(VT3)				
Ø	Vibra-Tech(VT4) and Stantec(S2)				



Notes 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet 2. Data Sources: Stantec, SCO, WDNR, WisDOT 3. Orthophotography: ESRI Clarity Imagery



