

CITY OF FRANKLIN
QUARRY MONITORING COMMITTEE
MEETING AGENDA

Franklin City Hall, Common Council Chambers
9229 W. Loomis Road, Franklin, Wisconsin 53132
Thursday, February 28, 2019, 6:00 p.m.

- I. Call to Order and Roll Call
- II. Approval of Minutes
 - a. Regular meeting of January 31, 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
 - a. None.
- V. Business (Action may be taken on any item)
 - a. Update from the Quarry Monitoring Committee Aldermanic Representatives related to Item G.4. of the January 22, 2019 Common Council meeting, with further action(s) as may be needed as a result of the Council's direction. This is to include all items from the January 22, 2019 Council action sheet, specifically but not limited to:
 - i. Review and discussion related to quarry information updates needed on the City's website, informational pamphlet, etc.
 - ii. Consideration for a suggested resolution via a detailed write up to the Common Council related to the survey and the centerline of S. 51st Street.
 - iii. Status report on the review of the Planned Development District Ordinances by the Common Council, including discussion of the Fire Department review of blast records.
 - iv. Status report on the Updated Quarry Reclamation Plan prepared by Payne & Dolan and recommended for approval by the Quarry Monitoring Committee.
 - v. Status of Quarry Monitoring Services for 2019.
 - b. Review and discussion of citizen questions pertaining to the Payne & Dolan quarry blast of October 1, 2018.

- c. Informational Presentation by Vibra-Tech regarding Payne & Dolan quarry monitoring.
- d. Updates from the Planning Manager about matters pertaining to citizen complaints, staff's quarry monitoring activities, and the consultant's quarry monitoring activities.

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
January 31, 2019
Minutes

unapproved

I. CALL TO ORDER

Aldерwoman Wilhelm called the January 31, 2019 Quarry Monitoring Committee meeting to order at 6:00 p.m. in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Aldерwoman Kristen Wilhelm, Aldерman Mike Barber, Member Margie Shore, Member Fred Knueppel, and Member Andrew Ruffing. Also present were Aldерman John Nelson, Planning Manager Joel Dietl, and Clint Weninger, Derek Novotny, and David Klein of Payne & Dolan.

II. APPROVAL OF MINUTES

- a. Regular meeting of January 9, 2018.

Aldерman Barber moved and Member Knueppel seconded approval of the January 9, 2019 minutes of the regular meeting of the Quarry Monitoring Committee. On voice vote, all voted 'aye'. Motion carried.

III. CITIZEN COMMENT PERIOD

Two persons spoke in regard to the status of the questions previously raised by neighbors of the quarry, changes to the Planned Development District, etc.

IV. HEARINGS

- a. None.

No action needed. None taken.

V. BUSINESS

- a. Update from the Quarry Monitoring Committee Aldерmanic Representatives related to Item G.4. of the January 22, 2019 Common Council meeting, with further action(s) as may be needed as a result of the Council's direction.

- i. Review and discussion related to quarry information updates needed on the City's website.

Aldерwoman Wilhelm provided an update on this matter, and noted that this topic was discussed at the Common Council meeting, that some changes to the wording of the information on the city website is anticipated in coordination with the Director of Administration.

Member Ruffing moved and Member Knueppel seconded a motion to direct the Aldерmanic representatives of the Quarry Monitoring Committee to work with the Director of Administration with needed website updates related to the quarry. On voice vote, all voted 'aye'. Motion carried.

- ii. Review and discussion to replace the citizen quarry informational pamphlet with a short news article and web link, per Council direction.

It was noted that the Director of Administration had prepared a short newsletter article, which was included in the Committee's packet for their review and input. Corrections and changes were then made to the short article based on clarifications from Payne & Dolan members present and Committee suggestions, in preparation for the article to be included in the city's newsletter.

Member Ruffing moved and Alderman Barber seconded a motion to approve the article with the changes as discussed by the Committee. On voice vote, all voted 'aye'. Motion Carried.

- iii. Review and discussion of citizen questions pertaining to the Payne & Dolan quarry blast of October 1, 2018, and mapping for history, biannual report requirement, and website update use.

Ms. Jill Erickson provided a document to the QMC listing the resident's questions with replies, which she prepared. The Committee reviewed the document and allowed Ms. Erickson to respond as needed.

Alderman Barber moved and Member Ruffing seconded a motion to suspend the rules to allow members of the audience to speak. On voice vote, all voted 'aye'. Motion carried. Alderman Barber moved and Member Knueppel seconded a motion to return to order and to allow Ms. Erickson to continue to participate in the Committee's discussion. On voice vote, all voted 'aye'. Motion carried.

The Committee also reviewed and discussed the historic maps included in the packet as researched by Alderwoman Wilhelm. It was noted that a new aerial photo of the quarry was prepared and provided to staff by Payne & Dolan. It was also concluded that a possible update of the information could be prepared by Ms. Erickson for the next Committee meeting.

- iv. Consideration of continued Quarry Monitoring Services for 2019.

A brief summary of the Common Council action on this matter was provided by Planning Manager Dietl. Per the Council action, the contract signatures are awaiting the QMC final review of the contract.

Alderman Barber moved and Member Knueppel seconded a motion to accept the Stantec contract for 2019 and that as soon as possible the contract be signed, enacted, and monitoring begun, with inclusion of the minor technical corrections as suggested by the City Attorney at the Common Council's January 22, 2019 meeting. On voice vote, all voted 'aye'. Motion carried.

- v. Consideration for a suggested resolution via a detailed write up to the Common Council related to the survey and the centerline of S. 51st Street.

At the direction of the Council as a future agenda item, the Committee discussed the matter of the centerline of S. 51st Street for purposes of measuring the extraction limits, including consideration of a definition of centerline. Other ideas for boundary determination such as additional surveying, monitoring, staking of the extraction limit boundary, notice to neighbors, were also discussed.

Alderwoman Wilhelm moved and Member Knueppel seconded a motion to direct Alderwoman Wilhelm to draft a Council Action Sheet with a recommendation to the Common Council related to the matter on the S. 51st Street centerline taking into consideration the points and issues discussed by the Quarry Monitoring Committee. Member Marge requested and Alderman Barber

fully agreed they would like to add to the motion that the Council Action Sheet be brought back to the Quarry Monitoring Committee for review prior to submittal to the Common Council. Alderwoman Wilhelm and Member Knueppel agreed to include that request as part of the original motion. On voice vote, all voted 'aye'. Motions carried.

- vi. Status report on the review of the Planned Development District Ordinances by the Common Council.

The Committee members briefly discussed this matter, and it was noted that this topic will likely come up again as part of other quarry monitoring related issues to be discussed with the Common Council.

- vii. Status report on the Updated Quarry Reclamation Plan prepared by Payne & Dolan and recommended for approval by the Quarry Monitoring Committee.

The Committee discussed this matter, and it was noted that the Reclamation Plan was part of the Council motion to return by the second meeting in March and that it could be presented to the Common Council as is, and that it will be the Council's decision as to when and how the Plan will be moved forward.

Member Knueppel stepped out at 7:48 and returned at 7:50.

- b. Updates from the Planning Manager about matters pertaining to citizen complaints, staff's quarry monitoring activities, and the consultant's quarry monitoring activities.

Planning Manager Dietl indicated that the City had received three complaints since the Committee's last meeting. Of these, one complaint was about a blast event on January 10th, one complaint was about a blast event on January 15th, and one complaint was about the complaint process in general. Staff review of these events indicates that both of the events were within the PDD blast limits.

Planning Manager Dietl also indicated that the quarry was still open and blasting, with the last blast so far on January 22nd.

Alderman Barber discussed and requested he would like to be provided a copy or link to the complaint spreadsheet prepared by Stantec Consulting Services Inc. just as the Alderman have received district complaint lists in the past.

VI. SCHEDULE NEXT MEETING

Providing quorum verification, it was agreed that the next three meetings of the Quarry Monitoring Committee would tentatively be on February 28, 2019, March 29, 2019 and April 25, 2019.

VII. ADJOURNMENT

Alderman Barber moved and Member Knueppel seconded to adjourn the January 31, 2019 Quarry Monitoring Committee meeting at 8:00 p.m. All present voted 'aye'; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 22, 2019
REPORTS AND RECOMMENDATIONS	Update from the Quarry Monitoring Committee on the suggested potential recommendations to address citizen questions and concerns, as directed the by Common Council.	ITEM NUMBER <i>G.H.</i>

At the December 4, 2018 meeting of the Common Council, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019. Seconded by Alderman Dandrea. All voted Aye: motion carried.

The below potential recommendations are a direct result of citizen comments and questions. Given the QMC is a recommending body to the Council, any direction or action on the listed items would fall under the jurisdiction of the Common Council.

Citizen requests that can be addressed by staff direction:

1. Add Quarry packets to the online system (Mark L.)
2. Quarry information on the website to be updated (Mark L.)
3. QMC meetings held in the Council chambers for better sound and recording (Joel D.)
4. Previous QMC article to be distributed to residents (1-pg. newsletter of website information and associated cost)
5. Allow citizen access to online blasting information (in progress – Joel/Stantec)
6. Continue to work on citizen questions to bring back before the Council (as previously directed)
 - Note: Many of the questions pertaining to item 6 have been answered but need to be collated and summarized. This is to be placed on the February agenda.

Citizen requests that involve additional Council attention:

1. Renew the monitoring contract (see Stantec contract on agenda)
 2. Provide additional monitoring when blasting is not halted over the winter season (see Stantec contract)
 3. Approval a different monitoring system as suggested by Stantec (see Stantec contract)
 4. Review of the Stantec survey related to the blasting distance from the S. 51st St. centerline (as set within the PDD)
 5. Review proximity to homes and current blasting levels allowed (as set within the PDD)
 6. Review QMC appointments in consideration of adding interested citizens (some terms are ending in 2019)
 7. Update the Council on the content and status of the *Quarry Reclamation Plan* (QMC completed its review)
- * Note: 1-3 Could be addressed within the renewed Stantec monitoring contract on the agenda.

COUNCIL ACTION REQUESTED

1. Motion to direct staff to act upon the citizen requests as enumerated within items 1-6 (state which or all items to be acted upon) with an update by (set date).
and
2. Motion to bring forth for Council action items 1-7 (or state which items) with an update by (date).

DRAFT	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/20/19
REPORTS & RECOMMENDATIONS	STATUS UPDATE FROM THE QUARRY MONITORING COMMITTEE (QMC) AS DIRECTED BY THE COMMON COUNCIL	ITEM NUMBER
<p>At the December 4, 2019 Council meeting, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019.</p> <p>As a follow up to the February 1-deadline above, at the January 22, 2019 meeting, the Council approved to direct staff to act upon the below citizen requests, with an update by the second meeting in March, 2019:</p> <ol style="list-style-type: none"> 1. Add Quarry Monitoring meeting packets to the online system Status: Complete 2. Update Quarry website information. Status: Ongoing, with map recently updated. 3. QMC meetings held in the Council Chambers Status: Complete, as room is available. 4. Allow citizen access to online blasting information Status: Available by request. 5. Citizen questions to come before the Council Status: List needs staff information. 6. QMC newsletter article will be a short write-up with web link. Status: Ready for print. <p>The Council, on January 22, 2019 further approved a second motion to bring forth the following Council action items, with an update by the second meeting in March, 2019:</p> <ol style="list-style-type: none"> 7. Review of the Stantec survey related to the blasting distance from the S. 51st Street. 8. Review the proximity to homes and current blasting levels allowed per the PDD. 9. Update the Common Council on the content and status of the Reclamation Plan. 10. Review the QMC appointments in consideration of adding interested citizens, with this item to be addressed in the Mayor's appointments <p>STATUS FOR ITEMS # 7- 10</p> <p>It should be noted that residents have requested items 7 & 8 be given the <i>highest priority</i>. Due to the amount of information needed and the resident's request to address items 7 & 8, the QMC recommends the updates for items 9 & 10 should be addressed at a future Council meeting.</p> <p>7. Stantec survey related to the blasting distance from S. 51st St. - Stantec Consulting Services Inc. (Stantec) was retained by Franklin to complete survey services related to the 650 ft. blasting setback from 51st St. Stantec provided Field Survey Reports to the QMC dated July 15, 2016 and June 12, 2017. The survey data was requested to help identify the Extraction Limit set within PDD 23 & 24.</p> <p>The City Attorney provided a memo dated January 11, 2017 in regard to the "centerline" and "extraction area". The memo advises that the Extraction Area Boundary is from the then centerline of 51st. Street out 650 feet and that no limestone shall be extracted from within that 650 feet. It further advises that where the centerline is now or was is an engineering matter.</p> <p>It is clear that nothing is to be extracted from 650 feet west of the 51st Street <u>centerline</u>. Therefore, Stantec measured pavement to pavement to determine the centerline of the street. However, some individuals believe the centerline moved because the centerline was surveyed 1.4 to 2.6 feet from the section line. Because of this difference, Stantec provided both the distance 650 feet from the <u>section line</u> and 650 feet from the <u>centerline</u>.</p>		

The 2016 survey indicates when using the centerline, the northern area **B** (not yet quarried) had *material* at its maximum of 9.61 feet over into the setback. For the southern area **A** (quarried) the *top of wall* at its maximum is 8.39 feet over into the setback.

Using the section line, the setbacks were 7.09 feet and for 6.66 feet over, respectively.
(See survey attached).

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

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

9. **Update the Common Council on the content and status of the Reclamation Plan** - Payne & Dolan provided a draft of an updated Plan for Quarry Monitoring Committee review in May 2015. The QMC, with assistance from Planning Department staff and with Payne & Dolan at the table, provided updates. Quarry Reclamation Plan is complete and has been recommended to move it forward at its BLANK meeting. It awaits Council and Plan Commission review and a public hearing prior to adoption. The QMC recommends this to be addressed at a later date.

10. **Review the QMC appointments in consideration of adding interested citizens.** Item as approved by Council is held for upcoming expiring terms as addressed by Mayoral appointment.

Recommendation:

COUNCIL ACTION REQUESTED

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

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

Mr. Dietl,

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

Scope of Services

The services consisted of the following:

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

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

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

Area A – 650-foot Setback

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

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

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

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

Area B – 650-foot Setback

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

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

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

Closing

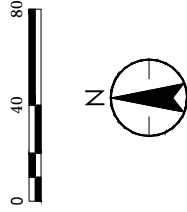
Stantec is planning to mobilize to the site later in 2016 to obtain field survey measurements in Area B to confirm the setback location relative to the quarrying operation in this area.

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

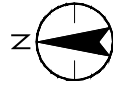
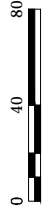
Mike Roznowski, CHMM
Principal / Industrial Team Leader
Stantec Consulting Services Inc.
Office: 920.278-3200
Cell: 920.655.1852
Fax: 920.592.8400
mike.roznowski@stantec.com

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

c. Project FTP site



Plot Date: 07/13/2016 - 1:33pm
Drawing name: V:\1937\active
Xrefs:



S. 51st STREET

EDGE OF PVMT
SECTION LINE

BRASS CAP FOUND AT THE
CENTER OF SECTION 11-5-21.

NO REVISION	DATE
SURVEY	JSH
DRAWN	JSH
DESIGNED	###
CHECKED	MBR
APPROVED	###
PROJ. NO.	193703639

SHEET NUMBER
2 of 2

CITY of FRANKLIN, WISCONSIN
Payne & Dolan, Rawson Ave. Quarry
650' Offset From Section line
June 20, 2016

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED ###
UNDER THE LAWS OF THE STATE OF ####.

SIGNATURE _____

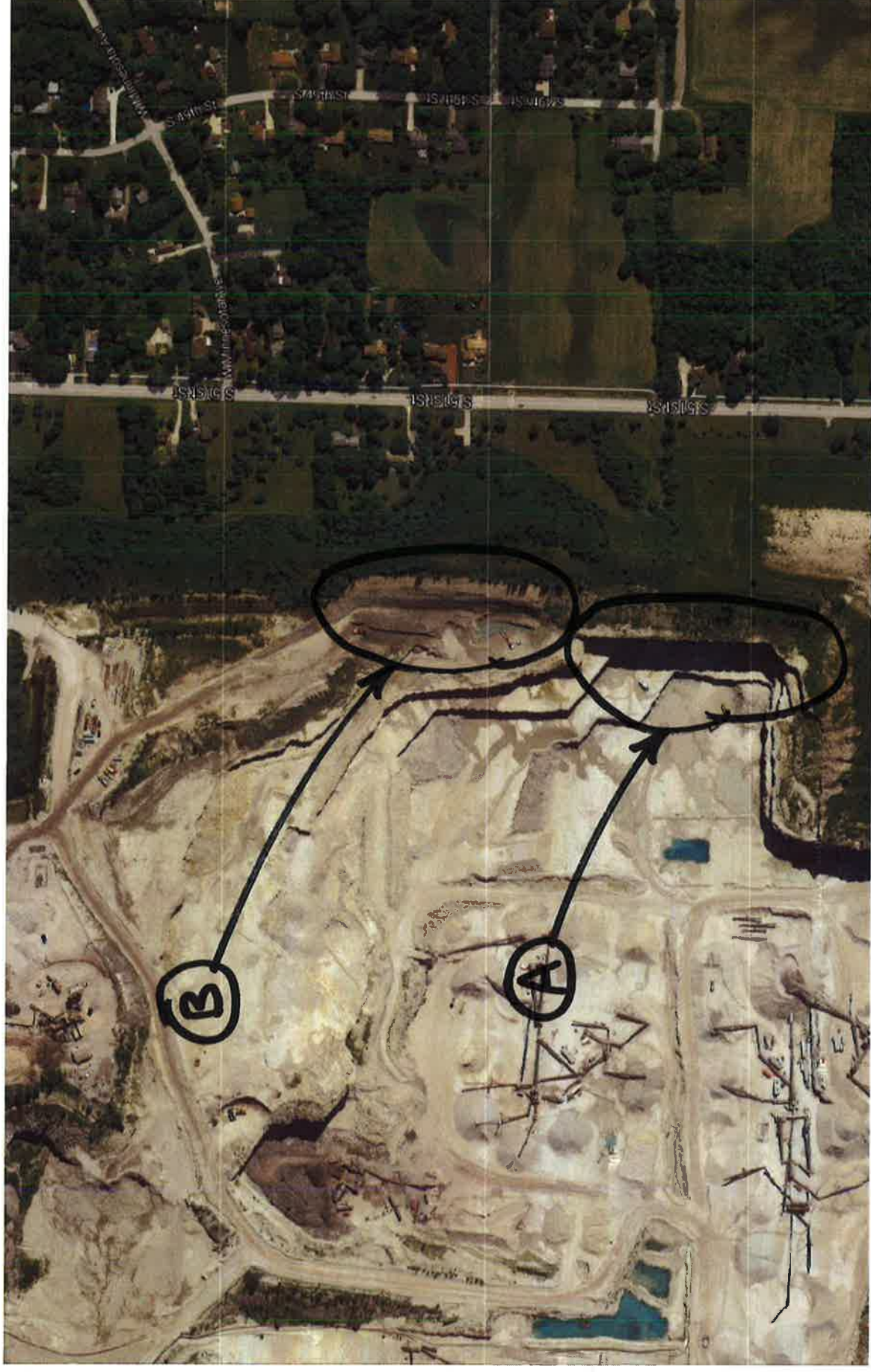
DATE _____ # # # # LC. NO. _____ # # # #



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

Stantec

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





WEST →

TOE OF SLOPE
OVERBURDEN

← EAST





2016 Quarry Field Survey Data

Legend

Quarry Wall

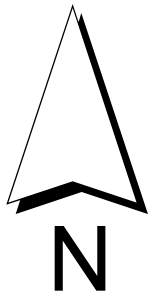
Top of Slope

Bottom of Slope

Bottom of Slope 2

650' Buffer

2015 Orthophoto



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



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JANE C. KASSIS,
LEGAL SECRETARY

MEMO

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

Background

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

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

Analysis

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

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

January 11, 2017

Page 2

Section 13.26 ***

R. Extraction Area Boundaries.

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

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

Section 13.26 ***

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

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

Section 13.26 ***

A. Exhibits ***

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

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

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

C. Purposes and Uses: ***

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

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

R. Extraction Area Boundaries. ***

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

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

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

Z. Biannual Reporting.

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

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

FF. Effective Date. ***

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

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

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

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

GG. Interpretation.

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

Options

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

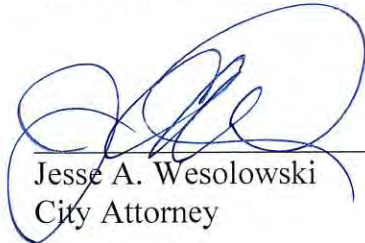
Recommendation

Not applicable.

January 11, 2017
Page 5

Fiscal Note

None noted.



Jesse A. Wesolowski
City Attorney

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

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

Mr. Dietl,

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

Scope of Services

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

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

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

Summary of Results

Differences in Section Line vs. Centerline along South 51st Street

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

Area B – 650-foot Setback

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



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

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

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

Closing

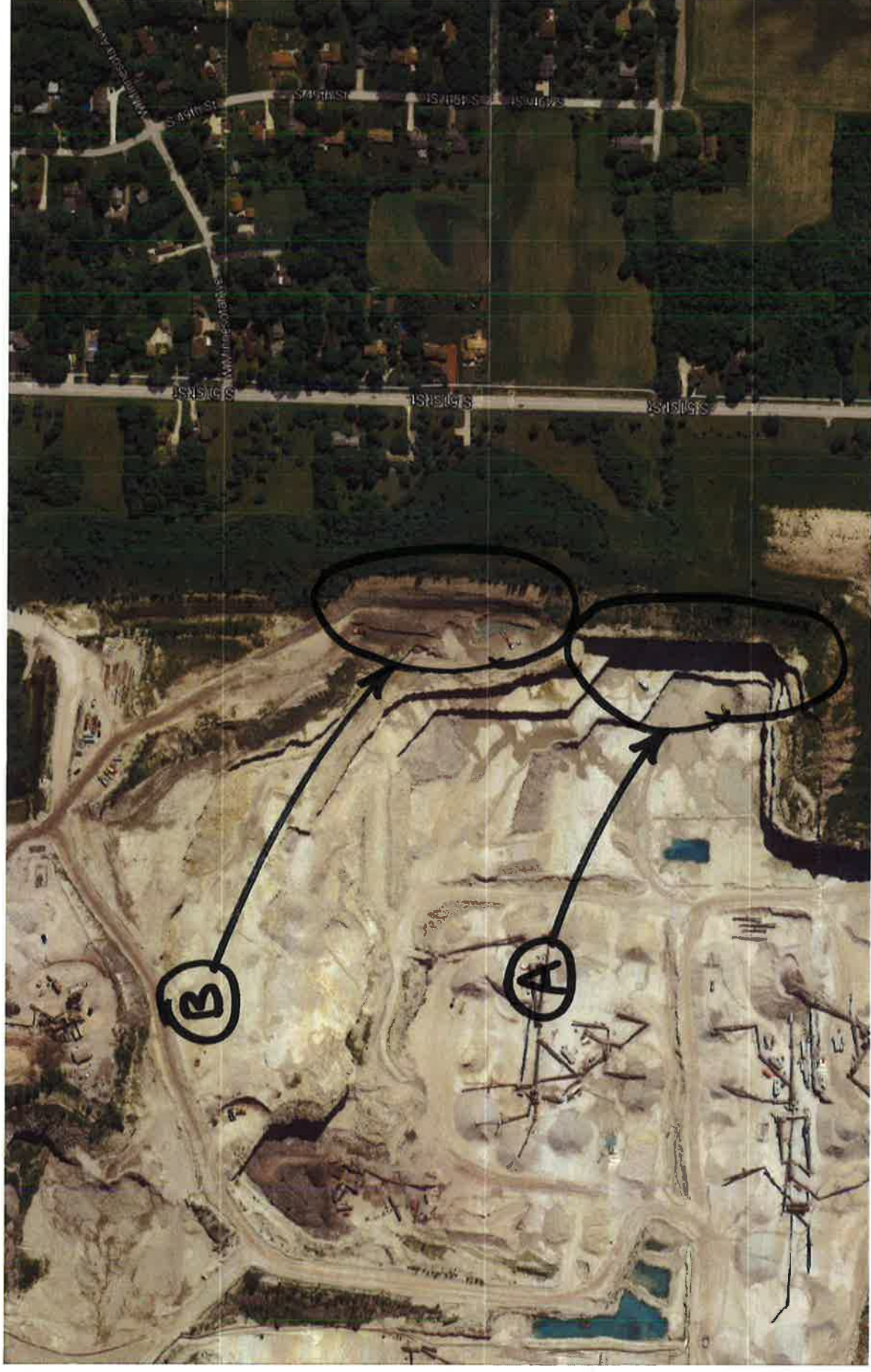
Stantec appreciates the opportunity to complete this work on behalf of the City. If anyone has any questions please let me know.

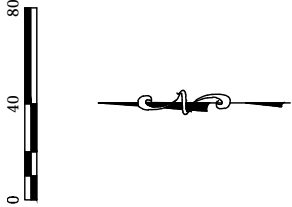
Mike Roznowski, CHMM
Principal / Industrial Team Leader
Stantec Consulting Services Inc.
Office: 920.278-3200
Cell: 920.655.1852
Fax: 920.592.8400
mike.roznowski@stantec.com

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

c. Project FTP site

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





EDGE OF PVMT
SECTION LINE
S. 51st STREET
SURVEYED ON
APRIL 26, 2016.



S. 51st STREET
SURVEYED ON
APRIL 26, 2016.

S. 51st STREET

From: [mbarber10](#)
To: [Mike Barber](#); [Kristen Wilhelm \(External\)](#); [Andrew Ruffing](#); [Clint Weninger](#); [Fred Knuppel](#); [Joel Dietl](#); [Mike Roznowski](#); [bdemitros@aol.com](#); [Bryan Maersch](#); [Brian Wettlaufer](#); [Deb Bergeron](#); [Elizabeth Kirsling](#); [Freita G](#); [Jane Cerra](#); [Jeff Malecki](#); [Jerry Cell](#); [Jill Erickson](#); [Lon Arfsten](#); [Michael Wegerbauer](#); [Ruth Brzezinski](#); [jklinkowitz1@wi.rr.com](#)
Subject: Stantec monitoring
Date: Wednesday, February 06, 2019 12:15:56 PM

Good News!

I have been working to get the 2019 Stantec monitoring contract through the system in order to get the monitoring in place. The third party monitoring will provide the intended check and balance and verifiable information. Stantec has signed the contract and yesterday Mayor Olson and staff signed the documents.

As soon as weather and the ground permits the equipment will be put in place and monitoring will begin. The next step within the QMC will be to achieve transparency and make this information readily available to the public.

At the last QMC meeting it was suggested that the Quarry might be violating the blasting distance boundaries established in the Ordinances (PDDs). I reviewed the June 2017 Stantec Field Survey. It is my opinion that this Survey does not indicate that the Quarry has violated the boundary limits. Just to be sure, I contacted Stantec and their representative; they also indicated that the Quarry was within the boundary limits as of this survey. If you would like a copy of this survey just let me know and will email it to you.

Another next step within the QMC might be to determine the need for and the process to initiate another third-party Survey.

The tentative dates for the next QMC meetings are:

- 1.) 2/28/19
- 2.) 3/29/19
- 3.) 4/25/19

Alderman Mike Barber

Sent from my U.S. Cellular® Smartphone

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 Dietl, 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.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

4/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Company

16535

INSURER B : Travelers Property Casualty Co of America

25674

INSURER C : American Guarantee and Liab. Ins. Co.

26247

INSURER D :

INSURER E :

INSURER F :

INSURED 1415077 STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES

CERTIFICATE NUMBER: 14532221

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FRANKLIN QUARRY MONITORING SERVICES - 2017. STANTEC PROJECT# 193703639. THE CITY OF FRANKLIN IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14532221
CITY OF FRANKLIN
9229 WEST LOOMIS ROAD,
FRANKLIN WI 53132

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0246172	5/1/2018	5/1/2019		37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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

Policy No. AUC9184637
NAMED INSURED: SEE ATTACHED CERTIFICATE

Blanket Notification to Others of Cancellation or Nonrenewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of SECTION VI. CONDITIONS:

Blanket Notification to Others of Cancellation or Nonrenewal

a. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

- (1) Must be provided to us prior to cancellation or non-renewal;
- (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
- (3) Must be in an electronic format that is acceptable to us.

b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

- (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
- (2) At least 30 days prior to the effective date of:
 - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (b) Non-renewal, but not including conditional notice of renewal.

c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

- (1) Extend the policy cancellation or non-renewal date;
- (2) Negate the cancellation or non-renewal; or
- (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.

d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

**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.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

9/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyds of London	NAIC #
	INSURER B: AIG Specialty Insurance Company	26883
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14180680 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FRANKLIN QUARRY MONITORING SERVICES - 2017. STANTEC PROJECT# 193703639.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14180680
CITY OF FRANKLIN
9229 WEST LOOMIS ROAD,
FRANKLIN WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy No: GLOPR1701673 , 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.

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

Overview

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

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

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

1. Determine “acceptable” blast limits for the Quarry given its close proximity to residences
2. Review current Quarry blasting as it relates to boundaries established in PDDs 23 and 24 — a survey of excavation limits in relation to Drexel Ave., 51st Street, and Rawson Ave.
3. Clear answers about making any amendments to PDDs 23 and 24
4. Why does the Quarry no longer report blast data to the Fire Department? PDDs 23 and 24 require such reporting. This sets a precedent for making changes to the PDDs.
5. What tax revenue does the City receive from Payne & Dolan (Assessor’s office) [Ald. Barber agreed to get this information — QMC Meeting of Jan. 31, 2019]
6. As QMC member appointments expire, residents will have the opportunity to submit an application to serve on the QMC Committee.
7. Does the Quarry plan to expand operations or add asphalt operations? Answered by Clint: No.

Items Addressed by the Quarry Monitoring Committee

- QMC Meetings Scheduled in the Evenings
- QMC Meetings held in Council Chambers
- QMC Meeting Agendas, Minutes, and Packets with audio posted on the City website
- QMC has followed up on previous recommendations to the Common Council that have not been presented due to staff’s priorities

Items the QMC has Received Council Direction On

1. Update and edit the City’s website pages regarding Quarry information, including current aerial views of the Quarry,
2. Future Franklin Newsletter notice announcing updated Quarry info with link to the City’s website
3. Public access to Quarry blasting monitoring data — online link on City’s website
4. Renew contract with Stantec to include 24/7 monitoring and evaluate complaint data regarding blasting, air quality, etc., and employ new seismograph equipment to record vibration data.
5. Bring the Quarry Reclamation Plan forward to the Common Council

Answers from Stantec regarding 2018 Monitoring

Stantec Contract with City for Quarry Monitoring

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

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

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

Scope of Services: Stantec 2018

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

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

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

Is that a conflict of interest issue? **Not applicable.**

Please specify the scope of services in the Stantec contract:

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

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

" T. Limits on Blasting

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

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

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

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

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

Please outline the blast complaint evaluation process:

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

- weather conditions (wind direction and speed) the day of the complaint
- seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors

This information was compiled both on a Table and Figure throughout the year, and provided to the City. The effort to do this was predicted to be \$225 for each separate event, thus that is how the dollar amount was determined.

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

October 1, 2018 3:30 pm Blast Event

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

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

Final Comments

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

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

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

Rev. 2/20/2019