

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/19/15</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST TO ALLOW THE FRANKLIN COMPLETE STREETS AND CONNECTIVITY COMMITTEE AND CITY STAFF TO UTILIZE THE GUIDE TO COMPLETE STREETS AND CONNECTIVITY NETWORK MAP AS A TOOL TO FURTHER PROMOTE COMPLETE STREETS PRINCIPLES AND FOR THE REVIEW OF PUBLIC AND PRIVATE DEVELOPMENT PROJECTS, WITH PLACEMENT ON THE CITY'S WEBSITE (CITY OF FRANKLIN COMPLETE STREETS AND CONNECTIVITY COMMITTEE)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.7.</i></p>

At their December 5, 2013 meeting, the Franklin Complete Streets and Connectivity Committee approved the following motion: Motion by Member Haley to forward the Guide to Complete Streets to the Board of Public Works and Parks Commission for review and comment, to the Plan Commission for review and recommendation to the Common Council and to the Common Council for adoption, with corrections as discussed by the Complete Streets and Connectivity Committee. Seconded by Member Kowalski. All voted 'aye', motion carried.

Following the above motion, the Guide to Complete Streets was forwarded to several committees; however, moving the document was delayed due to quorum issues and changes to the chairmanship and membership of the Complete Streets and Connectivity Committee. The Committee has discussed the Guide to Complete Streets at recent meetings and is in agreement to move forward.

The attached Guide to Complete Streets and Connectivity Network Map is proposed to be used as a promotional and educational tool for developers, businesses and residents, and will further bolster Resolution No. 2013-6873, a resolution setting forth the City of Franklin's support of a Complete Streets policy. Moreover, City Staff will consider the Guide and Connectivity Network Map in its review of projects to determine possible needs for Complete Streets facilities and connections to adjacent amenities and land uses.

As part of the Guide to Complete Streets, the Committee is also requesting approval to utilize the Connectivity Network Map and placement of the map on the City's website. The Committee's intent is to have the map as a working document that will be modified, as necessary, to reflect current and future City plans and sidewalk and trail additions. Also, the Connectivity Network Map will be utilized to identify needs and deficiencies related to connecting residents to businesses and recreational

opportunities. Furthermore, the Committee is recommending that public input be solicited for further suggestions related to the Connectivity Network Map. Staff suggests providing an email address on the website for Franklin residents to send comments for review by the Complete Streets and Connectivity Committee.

The Guide to Complete Streets and Connectivity Network Map was reviewed by the Board of Public Works at their December 10, 2013 meeting and the Parks Commission at their January 13, 2014 meeting. The Board of Public Works did not recommend any changes. The Parks Commission recommended changes to the Connectivity Network Map to better reflect the City's Comprehensive Outdoor Recreation Plan. The Connectivity Network Map is currently under review by Engineering and Department of City Development staff to make these revisions and to ensure the map is consistent with City of Franklin plans.

At their January 9, 2014 meeting, the Plan Commission passed a motion to "recommend approval, to the Common Council, of the "Guide to Complete Streets" and "Connectivity Map," following review by the Forward Franklin Economic Development Commission and to integrate Common Council and Forward Franklin EDC comments."

The Economic Development Commission (formerly Forward Franklin EDC), reviewed the Guide to Complete Streets at their March 30, 2015 meeting and recommended that it be considered by the Common Council as an advisory document for pedestrian transportation and connectivity during the development process.

COUNCIL ACTION REQUESTED

A motion to allow the Franklin Complete Streets and Connectivity Committee and City Staff to utilize the Guide to Complete Streets and the Connectivity Network Map as a tool to further promote Complete Streets principles and for the review of public and private development projects, with placement on the City's website (City of Franklin Complete Streets and Connectivity Committee).

Or

A motion to take action on the above item as the Common Council deems appropriate.



City of Franklin Resources

- 2025 Comprehensive Master Plan
- Comprehensive Outdoor Recreation Plan
- Safe Routes to School Plan
- Complete Streets Policy Resolution

Complete Streets Resources

- National Complete Streets Coalition (Smart Growth America)
 - Complete Streets local policy workbook
- State of Wisconsin Department of Transportation
 - Facilities Development Manual, Chapter 11, Section 46
 - Chapter Trans 75
- National Policy & Legal Analysis Network
 - Model Local Ordinance on Complete Streets and
 - Model Local Resolutions on Complete Streets
 - Findings for Complete Streets Laws and Resolutions
- American Planning Association
- Complete Streets: Best Policy and Implementation Practices

City of Franklin Guide to Complete Streets

Introduction

This Complete Streets Guide incorporates the simple and basic concept that whenever possible and where appropriate, streets and roadways should be designed and operated to be safe and accessible for all transportation users including pedestrians, bicyclists, children, people with disabilities, the elderly, public transportation riders, freight providers, emergency responders, adjacent landowners, and motor vehicle drivers of all ages and abilities.

Purpose

Complete Streets can create transportation corridors that provide enhanced economic development, are safe, functional, aesthetically attractive and universally accessible for all users.

Principles

The following Transportation Principles stated in the City's 2025 Comprehensive Master Plan describe the overall guiding elements of the implementation of Complete Streets fundamentals in the City of Franklin.

1. create a safe and efficient transportation network that is integrated into the regional transportation system;
2. provide viable options for travel through multiple modes including driving, transit, walking, and bicycling; and
3. serve the needs of City residents with limited access to transportation, including the young, elderly, and disabled.

Goals and Objectives

1. Strive to enhance the safety, access, convenience and comfort of all users through the design, operation and maintenance of the transportation network so as to create a connection of facilities and services accommodating each mode of travel that is consistent with and supportive of the local community.
 - The City of Franklin will maintain a comprehensive inventory of its pedestrian and bicycling facility infrastructure and will carry out projects to eliminate gaps in the sidewalk and trail networks.
 - Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time.
2. Recognize that all streets are different and that the needs of various users will need to be balanced in a flexible manner, primarily through best management practices and context sensitive designs.
 - The City of Franklin will generally follow accepted or adopted design standards when implementing improvements intended to meet Complete Streets goals, but will consider innovative or non-traditional design options where a comparable level of safety for users is present.

Benefits of Complete Streets (from the National Complete Streets Coalition)

- | | |
|---|---|
| 1. Complete Streets make economic sense. | 5. Complete Streets help children. |
| 2. Complete Streets improve safety by reducing crashes through safety improvements. | 6. Complete Streets are good for air quality. |
| 3. Complete Streets encourage more walking and bicycling. | 7. Complete Streets make fiscal sense. |
| 4. Complete Streets can help ease transportation woes. | |

For additional details regarding these benefits go to: www.smartgrowthamerica.org

- The City of Franklin will consider implementation strategies that may include evaluating and revising manuals and practices, developing and adopting network plans, identifying goals and targets, and tracking measures such as safety and modal shifts to gauge success.
3. Transportation improvements should consider facilities and amenities that are recognized as contributing to Complete Streets.
 - The design of new or reconstructed facilities will anticipate likely future demand for bicycling and walking and should not preclude the provision of future improvements. [For example, under most circumstances bridges (which last for 30 years or more) should be built with sufficient width for safe bicycle and pedestrian use in anticipation of a future need for such facilities].
 4. Early consideration of all modes for all users is important to the success of Complete Streets.
 - Those planning and designing street projects should give due consideration to pedestrians and bicyclists, from the very start of planning and design work. This applies to all roadway projects, including those involving new construction or reconstruction, or changes in the allocation of pavement space on an existing roadway (such as the reduction in the number of travel lanes or removal of on-street parking).
 - The City of Franklin will work with governmental agencies to encourage incorporation of the Complete Streets goals into street and road projects under their jurisdiction.
 5. Complete Streets asks that every road project and development process include consideration of the land use and transportation context of the project, identification of gaps or deficiencies in the network for various user groups that could be addressed by the project and an assessment of the tradeoffs to balance the needs of all users.
 - Factors that should be given high priority include:
 - i. Whether the corridor provides a primary access to a significant destination such as community or regional park or recreational area, a school, a shopping/commercial area, or an employment center;
 - ii. Whether the corridor provides a primary access across a natural or manmade barrier such as a river or freeway;
 - iii. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation are present or can be anticipated;
 - iv. Where a road corridor provides important continuity or connectivity links for an existing trail, path or complete street network; or
 - v. Whether nearby routes that provide a similar level of convenience and connectivity already exist.

Guidelines for potential exemptions:

Pedestrian and bicyclist transportation users shall be included in street construction, re-construction, re-paving, and re-habilitation projects, except under one or more of the following conditions:

- The project is for the resurfacing, repairs or ordinary maintenance of an existing street as developed in the annual Local Street Improvement Program;
- The project involves a roadway on which non-motorized use is prohibited by law. In this case, accommodation of pedestrian and bicyclists elsewhere will be considered;
- There is documentation that there is an absence of use by all except motorized users now and would be in the future even if the street were a complete street;
- Because freight is important to the basic economy of the City and has unique right-of-way and street design needs to support that role, freight shall be the major priority on streets classified as truck routes by the Common Council. Complete Street improvements that are consistent with freight mobility but also support other modes will be considered when feasible and appropriate on these streets.
- The City Engineer and City Planners determine there is insufficient space to safely accommodate new facilities.
- The City Engineer and City Planners determine there are relatively high safety risks.
- The Common Council exempts a project due to the excessive and disproportionate cost of establishing a bikeway, walkway or transit enhancement as part of a project.
- The City Engineer and City Planners jointly determine that the construction is not practically feasible or cost effective because of significant or adverse environmental impacts to streams, flood plains, remnants of native vegetation, wetlands, steep slopes or other critical areas, or due to impacts on neighboring land uses, including impact from right of way acquisition.

Complete Streets Checklist/Questionnaire

For consideration with road projects and developments. Please check each box whether the item is addressed, not addressed or not applicable. Please provide a brief description.

Existing Conditions - Consideration	Yes	No	N/A	Description
<p>Are there accommodations for bicyclists, pedestrians (including ADA compliance) and transit users included on or crossing the current facility?</p> <p>Examples include (but not limited to): Sidewalks, public seating, bike racks, and transit shelters</p>				
<p>If there are no existing pedestrian or bicycle facilities, how far from the proposed project are the closest parallel bikeways and walkways?</p>				
<p>Has the existing bicycle and pedestrian suitability or level of service on the current transportation facility been identified?</p>				
<p>Have the bicycle and pedestrian conditions within the project area, including pedestrian and/or bicycle treatments, volumes, important connections and lighting been identified?</p>				
<p>Please describe any particular pedestrian or bicycle uses or needs along the project corridor which you have observed or of which you have been informed.</p>				
<p>Are there physical or perceived impediments to bicyclists or pedestrian use of the transportation facility?</p>				
<p>Is there a higher than normal incidence of bicyclist or pedestrian use of the transportation facility?</p>				
<p>Are there existing or proposed bicycle racks, shelters, or parking available at these lots or transit stations? Are there bike racks on buses that travel along the facility?</p>				
<p>Are there existing concerns within the study area, regarding motor vehicle safety, traffic volumes/congestion or access?</p>				
<p>Are there existing concerns within the study area, regarding truck/freight safety, volume, or access?</p>				
<p>Are there any existing access or mobility considerations, including ADA compliance?</p>				
<p>Are there any schools, hospitals, senior care facilities, educational buildings, community centers, residences or businesses of persons with disabilities within or proximate to the project area?</p>				
<p>Have you identified major sites, destinations, and trip generators within or proximate to the project area, including prominent landmarks, employment centers, recreation, commercial, cultural and civic institutions, and public spaces?</p>				
<p>Are there any comprehensive planning documents that address bicyclist, pedestrian or transit user conditions within or proximate to the project area?</p> <p>Examples include (but are not limited to): 2025 Comprehensive Master Plan, Comprehensive Outdoor Recreation Plan, Safe Routes to School.</p>				

Plans, Policies and Process - Consideration	Yes	No	N/A	Description
Do any adopted plans call for the development of bicycle or pedestrian facilities on, crossing or adjacent to the proposed facility/project? If yes, list the applicable plan(s).				
Is the proposed project consistent with these plans?				
Are there any local, statewide or federal policies that call for incorporating bicycle and/or pedestrian facilities into this project? If so, have these policies been followed?				
If this project includes a bicycle and/or pedestrian facility, have all applicable design standards or guidelines been followed?				
The Project - Consideration	Yes	No	N/A	Description
What accommodations, if any, are included for bicyclists and pedestrians in the proposed project design?				
Will the proposed project remove an existing bicycle or pedestrian facility or block or hinder bicycle or pedestrian movement? If yes, please describe situation in detail.				
<p>If the proposed project does not incorporate both bicycle and pedestrian facilities, or if the proposed project would hinder bicycle or pedestrian travel, list reasons why the project is being proposed as designed.</p> <ul style="list-style-type: none"> • Cost (What would be the cost of the bicycle and/or pedestrian facility and the proportion of the total project cost?) • Right-of-way (Did an analysis lead to this conclusion?) • Other (Please explain.) 				
What agency will be responsible for ongoing maintenance of the facility and how will this be budgeted?				
<p>Does the proposed project design include accommodations for bicyclists?</p> <p>See examples of bicycle facilities and amenities above.</p>				
<p>Does the proposed project design address accommodations for pedestrians?</p> <p>See examples of pedestrian facilities and amenities above.</p>				
Can the proposed design support the major sites, destinations, and trip generators within or proximate to the project area, including prominent landmarks, <i>commercial</i> , cultural and civic institutions, and public spaces?				
Does the proposed design include landscaping, street trees, planters, buffer strips, or other environmental enhancements such as drainage swales?				
<p>Does the proposed design follow all applicable design standards or guidelines appropriate for bicycle and/or pedestrian facilities?</p> <p>See examples of applicable design standards or guidelines above.</p>				

*Complete Streets are
Safe Streets*

Contact the Department of City Development with questions.

414-425-4024

Generalplanning@franklinwi.gov

City of Franklin Engineering Department Proposed Connectivity Network Map

LEGEND

- US POSTAL SERVICE
 - Highlighted_Businesses
 - Hotels
- ### RECREATION
- THE ROCK SPORTS COMPLEX
 - MILWAUKEE COUNTY SPORTS COMPLEX
 - ST. MARTIN'S FAIR (SUMMER EVENT)
 - TIMBERWOLF PRESERVATION SOCIETY
 - WEHR NATURE CENTER
- ### POINT OF INTEREST
- CHURCH
 - CITY HALL
 - FIRE STATION
 - GOLF COURSE
 - LIBRARY
 - POLICE
 - SCHOOL
- ### PLANNED PUBLIC PARK SITES
- PLANNED COMMUNITY PARK
 - PLANNED REGIONAL PARK
- ### BICYCLE AND PEDESTRIAN
- EXIST ON STREET (Undesignated Roadside)
 - FUTURE OFF STREET
 - FUTURE ON STREET
 - EXISTING OFF-ROAD TRAIL
 - SIDE WALK
 - PARKS



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 19, 2015
REPORTS AND RECOMMENDATIONS	<p>An Ordinance Adopting an Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Nonmetallic Mining Reclamation and to Editorially Note the Provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) §13.27s.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) §13.27t.6. to State the Nonmetallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference; A Resolution Approving a City of Franklin Nonmetallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27</p>	ITEM NUMBER <i>G.8.</i>
<p>The above subject matter was put over from the May 5, 2015 Common Council meeting. The above subject matter was previously put over from the April 21, 2015 Common Council meeting, upon question as to whether there are any terms or provisions in the existing PDD No. 23 or PDD No. 24 which are more restrictive with regard to nonmetallic mining reclamation than the proposed new ordinance based upon the Wisconsin Department of Natural Resources long-form model ordinance. Attached is a brief memo from Assistant City Attorney Joshi, which following her review confirms that the subject terms of PDD No. 23 and PDD No. 24 are not more restrictive.</p> <p>Attached hereto are copies of the Council Action Sheet from the April 21, 2015 meeting, the above and the referenced ordinance, An Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Nonmetallic Mining Reclamation. The WIDNR accepted the final changes in the attached by correspondence on April 20, 2015.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt An Ordinance Adopting an Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Non-Metallic Mining Reclamation and to Editorially Note the Provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) §13.27s.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) §13.27t.6. to State the Non-Metallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference;</p> <p>and</p> <p>A motion to adopt A Resolution Approving a City of Franklin Nonmetallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27.</p>		

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JANE C. KASSIS,
LEGAL SECRETARY

MEMORANDUM

TO: Jesse Wesolowski
FROM: Siely Joshi
DATE: April 24, 2014
RE: City of Franklin nonmetallic mining reclamation ordinance

Question Presented: Are there any provisions set forth under City Ordinance Nos. 97-1456 and 97-1457 that are more restrictive than the proposed nonmetallic mining reclamation ordinance?

Brief Answer: After reviewing City Ordinance Nos. 97-1456 and 97-1457 it can be reasonably concluded that these ordinances do not contain any provisions that are more restrictive than the proposed nonmetallic mining reclamation ordinance. As a result, omitting the references to City Ordinance Nos. 97-1456 and 97-1457 from section 5 of the proposed nonmetallic mining reclamation ordinance will not affect the interpretation or application of these ordinances.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">April 21, 2015</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance Adopting an Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Non-Metallic Mining Reclamation and to Editorially Note the Provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) §13.27s.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) §13.27t.6. to State the Non-Metallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference; A Resolution Approving a City of Franklin Nonmetallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 6.</i></p>
<p>Attached hereto are copies of the above and the referenced ordinance, An Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Nonmetallic Mining Reclamation. All were reviewed by the Quarry Monitoring Committee and the WIDNR (excepting at the time of this writing, WIDNR has not responded to the last few changes to the draft, but were advised that the subject matter would be on the agenda for this meeting and the subject changes were consistent with and in part as a result of the WIDNR prior comments).</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt An Ordinance Adopting an Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Non-Metallic Mining Reclamation and to Editorially Note the Provisions of Unified Development Ordinance Section 15-3.0428, Ordinance No. 97-1456 (PDD No. 23) §13.27s.6. and Unified Development Ordinance Section 15-3.0429, Ordinance No. 97-1457 (PDD No. 24) §13.27t.6. to State the Non-Metallic Mining Reclamation Regulatory Authority of Chapter 176 by Reference;</p> <p>and</p> <p>A motion to adopt A Resolution Approving a City of Franklin Nonmetallic Mining Reclamation Fees Schedule Pursuant to Chapter 176 of the Municipal Code Nonmetallic Mining Reclamation Ordinance Section 27.</p>		

ORDINANCE NO. 2015-_____

AN ORDINANCE ADOPTING AN ORDINANCE TO REPEAL AND RECREATE
CHAPTER 176 OF THE MUNICIPAL CODE PERTAINING TO NON-METALLIC
MINING RECLAMATION AND TO EDITORIALY NOTE THE PROVISIONS OF
UNIFIED DEVELOPMENT ORDINANCE SECTION 15-3.0428, ORDINANCE NO. 97-
1456 (PDD NO. 23) §13.27S.6. AND UNIFIED DEVELOPMENT ORDINANCE
SECTION 15-3.0429, ORDINANCE NO. 97-1457 (PDD NO. 24) §13.27T.6. TO
STATE THE NON-METALLIC MINING RECLAMATION
REGULATORY AUTHORITY OF CHAPTER 176
BY REFERENCE

WHEREAS, the Common Council has directed that the Municipal Code be updated to ensure the effective reclamation of nonmetallic mining sites on which nonmetallic mining takes place in the City, in compliance with Chapter NR 135 of the Wisconsin Administrative Code and Subchapter I of Chapter 295 of the Wisconsin Statutes; and

WHEREAS, the Quarry Monitoring Committee and City staff have prepared and recommended the necessary Municipal Code amendments to accomplish same, following communications with the Wisconsin Department of Natural Resources and reviews and exchanges of draft ordinances with the Department based upon the Department model non-metallic mining reclamation ordinance; and

WHEREAS, a copy of the proposed legislation in draft ordinance form was available and open to inspection by the public, together with a copy of this ordinance in draft form, in the Office of the City Clerk for not less than two weeks prior to _____, 2015, pursuant to Wis. Stat. § 66.0103(1), providing in part that some or all of a City's general ordinances in code form may be enacted by an ordinance that incorporates the code by reference, and the Common Council having considered such proposed amendments and having found same to be reasonable and necessary to promote and protect the public health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: Chapter 176 of the Municipal Code of Franklin, Wisconsin, be and the same is hereby repealed and recreated to read as that "Chapter 176 Pertaining to Non-Metallic Mining Reclamation" as presented to and approved by the Common Council on _____, 2015, which is incorporated herein by reference pursuant to §66.0103(1) of the Wisconsin Statutes, and as previously proposed had been on file for public inspection in the office of the City Clerk for more than 2 weeks

prior to such date and which as approved by the Common Council shall so remain, also pursuant to §66.0103(1) of the Wisconsin Statutes.

SECTION 2: The City Clerk is hereby directed to obtain the inclusion of an Editor's Note by the codifier or otherwise, immediately following Unified Development Ordinance Section 15-3.0428, citing "Ordinance No. 97-1456 (PDD No. 23) §13.27S.6." and Unified Development Ordinance Section 15-3.0429, citing "Ordinance No. 97-1457 (PDD No. 24) §13.27T.6.", stating: "See Ch. 176 of the City of Franklin Municipal Code, as recreated pursuant to Ordinance No. 2015-_____, An Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code Pertaining to Non-Metallic Mining Reclamation."

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN
Ordinance No. 2015-____, An Ordinance to Repeal and Recreate Chapter 176 of the Municipal Code
Pertaining to Non-Mmetallic Mining Reclamation

ORDINANCE FOR NON-METALLIC MINING RECLAMATION

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PART I - GENERAL

- SECTION 1 **1.00 Title.** Nonmetallic mining reclamation ordinance for the City of Franklin.
- SECTION 2 **2.00 Purpose.** The purpose of this chapter is to establish a local program to ensure the effective reclamation of nonmetallic mining sites on which nonmetallic mining takes place in the City of Franklin after the effective date of this chapter, in compliance with Chapter NR 135, Wisconsin Administrative Code and Subchapter I of Chapter 295, Wisconsin Statutes.
- SECTION 3 **3.00 Statutory Authority.** This chapter is adopted under authority of Section 295.14(1), Wisconsin Statutes, Section NR 135.32, Wisconsin Administrative Code, and Section 62.11(3), Wisconsin Statutes and as contemplated by City Ordinance Nos. 97-1456 and 97-1457.
- SECTION 4 **4.00 Restrictions Adopted Under other Authority.** The purpose of this chapter is to adopt and implement the uniform statewide standards for nonmetallic mining required by Section 295.12(1) (a), Stats. and contained in Chapter NR 135, Wisconsin Administrative Code. It is not intended that this chapter repeal, abrogate, annul, impair or interfere with any existing rules, regulation, ordinances or permits not concerning nonmetallic mining reclamation previously adopted pursuant to other Wisconsin law, excepting City Ordinance Nos. 97-1456 and 97-1457.
- SECTION 5 **5.00 Interpretation.** In their interpretation and application, the provisions of this chapter shall be held to be the applicable requirements for nonmetallic mining reclamation and shall not be deemed a limitation or repeal of ~~any more restrictive provision set forth under City Ordinance Nos. 97-1456 and 97-1457~~ or of any other power granted by the Wisconsin Statutes outside the reclamation requirements for nonmetallic mining sites required by subchapter I of Chapter 295, Wisconsin Statutes and Chapter NR 135, Wisconsin Administrative Code. Where any terms or requirements of this chapter may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this chapter is required by Wisconsin Statutes or by a standard in Chapter NR 135, Wisconsin Administrative Code, and where the provision is unclear, the provision shall be interpreted to be consistent with the Wisconsin Statutes and the provisions of Chapter NR 135, Wisconsin Administrative Code.
- SECTION 6 **6.00 Severability.** Should any portion of this chapter be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected.
- SECTION 7 **7.00 Applicability.**
- 7.10 Overall Applicability.** The requirements of this chapter apply to all operators of nonmetallic mining sites within the City of Franklin operating on or commencing to operate after August 1st, 2001 except as exempted in **sub. 7.20**. This chapter does not apply to nonmetallic mining sites where nonmetallic mining permanently ceases before August 1, 2001. This chapter applies to nonmetallic mining conducted by or on behalf of the State of Wisconsin, by or on behalf of a municipality or for the benefit or use of the state or any state agency, board, commission or department, except for the waiver of financial assurance in **sub. 14.30**.
- 7.20 Exemptions.** This chapter does not apply to the following activities:
- (1) Nonmetallic mining at a site or that portion of a site that is subject to permit and reclamation requirements of the Wisconsin Department of Natural Resources under secs. 30.19, 30.195 or 30.20, Stats. and complies with Chapter NR 340, Wisconsin Administrative Code.
- (2) Excavations subject to the permit and reclamation requirements of secs. 30.30 or 30.31, Stats.

- (3) Excavations or grading by a person solely for domestic or farm use at that person's residence or farm.
- (4) Excavations or grading conducted for the construction, reconstruction, maintenance or repair of a highway, railroad, airport facility, or any other transportation facility where the excavation or grading is entirely within the property boundaries of the transportation facility.
- (5) Grading conducted for preparing a construction site or restoring land following a flood or natural disaster.
- (6) Excavations for building construction purposed conducted on the building site.
- (7) Nonmetallic mining at nonmetallic mining sites that affect less than one acre of total area over the life of the mine.
- (8) Any mining operation, the reclamation of which is required in a permit obtained under ch. 293, Stats.
- (9) Any activities required to prepare, operate or close a solid waste disposal facility under ch. 289, Stats., or a hazardous waste disposal facility under ch. 291, Stats., that are conducted on the property where the facility is located, but an applicable nonmetallic mining reclamation ordinance and the standards established in this chapter apply to activities related to solid waste or hazardous waste disposal that are conducted at a nonmetallic mining site that is not on the property where the solid waste or hazardous waste disposal facility is located, such as activities to obtain nonmetallic minerals to be used for lining, capping, covering or constructing berms, dikes or roads.
- (10) (a) Nonmetallic mining conducted to obtain stone, soil, sand or gravel for construction, reconstruction, maintenance or repair of a highway, railroad, airport, or any other transportation facility or part thereof, if the nonmetallic mining is subject to the requirements of the Wisconsin Department of Transportation concerning the restoration of the nonmetallic mining site.
- (b) This exemption only applies to a nonmetallic mining operation with limited purpose and duration where the Wisconsin Department of Transportation actively imposes reclamation requirements and the operator reclaims the nonmetallic mining site in accordance with these requirements. The duration of the exemption shall be specific to the length of the Wisconsin Department of Transportation contract for construction of a specific transportation project.
- (c) If a nonmetallic mining site covered under pars. (a) and (b) is used to concurrently supply materials for projects unrelated to the Wisconsin Department of Transportation project, the exemption in this paragraph still applies, provided that the site is fully reclaimed under Wisconsin Department of Transportation contract and supervision.
- (11) Dredging for navigational purposes, to construct or maintain farm drainage ditches and for the remediation of environmental contamination and the disposal of spoils from these activities.
- (12) Removal of material from the bed of Lake Michigan or Lake Superior by a public utility pursuant to a permit under s. 30.21, Stats.

SECTION 8 **8.00 Administration.** The provisions of this chapter shall be administered by the City of Franklin.

SECTION 9 **9.00 Effective Date.** The provisions of this chapter shall take effect on _____, 2015.

SECTION 10

10.00 Definitions. In this chapter:

(1) "Alternative requirement" means an alternative to the reclamation standards of this chapter provided through a written authorization granted by the City of Franklin pursuant to s.18.

(2) "Applicable reclamation ordinance" means a nonmetallic mining reclamation ordinance, including this chapter, that applies to a particular nonmetallic mining site and complies with the requirements of this Chapter NR 135, Wisconsin Administrative Code and subchapter I of ch. 295, Stats., unless the Wisconsin Department of Natural Resources is the regulatory authority as defined in sub. (20) (c). If the Wisconsin Department of Natural Resources is the regulatory authority, "applicable reclamation ordinance" means the relevant and applicable provisions of Chapter NR 135, Wisconsin Administrative Code.

(2m) "Borrow site" means an area outside of a transportation project site from which stone, soil, sand or gravel is excavated for use at the project site, except the term does not include commercial sources.

(3) "Contemporaneous reclamation" means the sequential or progressive reclamation of portions of the nonmetallic mining site affected by mining operations that is performed in advance of final site reclamation, but which may or may not be final reclamation, performed to minimize the area exposed to erosion, at any one time, by nonmetallic mining activities.

(4) "Department" means the Wisconsin Department of Natural Resources.

(6) "Environmental pollution" has the meaning in s. 295.11(2), Stats.

(7) "Existing mine" means a nonmetallic mine where nonmetallic mining takes place before August 1, 2001.

(8) "Financial assurance" means a commitment of funds or resources by an operator to a regulatory authority that satisfies the requirements in s. 14 and is sufficient to pay for reclamation activities required by this chapter.

(8m) "Highwall" means a vertical or nearly vertical face in solid rock or a slope of consolidated or unconsolidated material that exceeds 3:1.

(9) "Landowner" means the person who has title to land in fee simple or who holds a land contract for the land. A landowner is not a person who owns nonmetallic mineral rights to land, if a different person possesses title to that land in fee simple or holds a land contract for that land.

(9m) "Licensed professional geologist" means a person who is licensed as a professional geologist pursuant to ch. 470, Stats.

(10) "Municipality" means any city, town or village and where anywhere applicable within this Chapter, the City of Franklin.

(11) "Nonmetallic mineral" means a product, commodity or material consisting principally of naturally occurring, organic or inorganic, nonmetallic, nonrenewable material. Nonmetallic minerals include, but are not limited to, stone, sand, gravel, asbestos, beryl, diamond, clay, coal, feldspar, peat, talc and topsoil.

(13) "Nonmetallic mining" or "mining" means all of following:

(a) Operations or activities at a nonmetallic mining site for the extraction from the earth of mineral aggregates or nonmetallic minerals for sale or use by the operator. Nonmetallic mining includes use of mining equipment or techniques to remove materials from the in-place nonmetallic mineral deposit, including drilling and blasting, as well as associated activities such as excavation, grading and dredging. Nonmetallic mining does not include removal from the earth of products or commodities that contain only minor or incidental amounts of nonmetallic minerals, such as commercial sod, agricultural crops, ornamental or garden plants, forest products, Christmas trees or plant nursery stock.

(b) Processes carried out at a nonmetallic mining site that is related to the preparation or processing of the mineral aggregates or nonmetallic minerals obtained from the nonmetallic mining site. These processes include, but are not limited to stockpiling of materials, blending mineral aggregates or nonmetallic minerals with other mineral aggregates or nonmetallic minerals, blasting, grading, crushing, screening, scalping and dewatering.

(14) "Nonmetallic mining reclamation" or "reclamation" means the rehabilitation of a nonmetallic mining site to achieve a land use specified in a nonmetallic mining reclamation plan approved under this chapter, including removal or reuse of nonmetallic mining refuse, grading of the nonmetallic mining site, removal, storage and replacement of topsoil, stabilization of soil conditions, reestablishment of vegetative cover, control of surface water and groundwater, prevention of environmental pollution and if practicable the restoration of plant, fish and wildlife habitat.

(15) "Nonmetallic mining refuse" means waste soil, rock and mineral, as well as other natural site material resulting from nonmetallic mining. Nonmetallic mining refuse does not include marketable by-products resulting directly from or displaced by the nonmetallic mining that are scheduled to be removed from the nonmetallic mining site within a reasonable period of time after extraction.

(16) "Nonmetallic mining site" or "site" means all contiguous areas of present or proposed mining described in par. (a), subject to the qualifications in par. (b).

(a) Nonmetallic mining site means the following:

1. The location where nonmetallic mining is proposed or conducted.
2. Storage and processing areas that are in or contiguous to areas excavated for nonmetallic mining.
3. Areas where nonmetallic mining refuse is deposited.
4. Areas affected by activities such as the construction or improvement of private roads or haulage ways for nonmetallic mining.
5. Areas where grading or regrading is necessary.
6. Areas where nonmetallic mining reclamation activities are carried out or structures needed for nonmetallic mining reclamation, such as topsoil stockpile areas, revegetation test plots, or channels for surface water diversion, are located.

(b) "Nonmetallic mine site" does not include any of the following areas:

1. Those portions of sites listed in par. (a) not used for nonmetallic mining or purposes related to nonmetallic mining after August 1, 2001.

2. Separate, previously mined areas that are not used for nonmetallic mineral extraction after August 1, 2001 and are not contiguous to mine sites, including separate areas that are connected to active mine sites by public or private roads.

3. Areas previously mined but used after August 1, 2001 for a non-mining activity, such as stockpiles or materials used for an industrial process unrelated to nonmetallic mining.

(17) "Operator" means any person who is engaged in, or who has applied for a permit to engage in, nonmetallic mining, whether individually, jointly or through subsidiaries, agents, employees, contractors or subcontractors.

(17m) "Person" means an individual, owner, operator, corporation, limited liability company, partnership, association, county, municipality, interstate agency, state agency or federal agency.

(19) "Registered professional engineer" means a person who is registered as a professional engineer pursuant to s. 443.04, Stats.

(20) "Regulatory authority" means the following:

(a) City of Franklin for nonmetallic mine sites located within its jurisdiction, or

(b) 1. A municipality in which the nonmetallic mining site is located and which has adopted an applicable reclamation ordinance,

2. The county in which the nonmetallic mining site is located, if no reclamation municipal ordinance exists pursuant to subd. 1., provided the county has an applicable reclamation ordinance, or

3. The Wisconsin Department of Natural Resources, but only if there is no applicable reclamation ordinance enacted by the municipality or the county in which the nonmetallic mining site is located.

(21) "Replacement of topsoil" means the replacement or redistribution of topsoil or topsoil substitute material to all areas where topsoil was actually removed or affected by nonmetallic for the purposes of providing adequate vegetative cover and stabilization of soil conditions needed to achieve the approved post-mining land use and as required by the reclamation plan approved pursuant to this chapter.

(22) "Solid waste" means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under ch. 283, Stats., or source material, special nuclear material or by-product material, as defined in s. 254.31 (1), Stats.

(23) "Topsoil" means the surface layer of soil which is generally more fertile than the underlying soil layers, which is the natural medium for plant growth and which can provide the plant growth, soil stability and other attributes necessary to meet the success standards approved in the reclamation plan.

(24) "Topsoil substitute material" means soil or other unconsolidated material either used alone

or mixed with other beneficial materials and which can provide the plant growth, site stability and other attributes necessary to meet the success standards approved in the reclamation plan.

(25) (a) "Unreclaimed acre" or "unreclaimed acres" means those unreclaimed areas in which nonmetallic mining has occurred after August 1, 2001 and areas where nonmetallic mining reclamation has been completed but is not yet certified as reclaimed under sub. 29.30. However the term does not include any areas described in par. (b).

(b) "Unreclaimed acre" or "unreclaimed acres" does not include:

1. Those areas where reclamation has been completed and certified as reclaimed under sub. 29-30.
2. Those areas previously affected by nonmetallic mining but which are not used for nonmetallic mining after August 1, 2001.
3. Those portions of nonmetallic mining sites which are included in a nonmetallic mining reclamation plan approved pursuant to this chapter but are not yet affected by nonmetallic mining.
4. Areas previously mined but used after August 1, 2001 for a non-mining activity, such as stockpiling of materials used for an industrial activity such as an asphalt plant, concrete batch plant, block and tile operation or other industry that uses products produced from nonmetallic mining.
5. For purposes of fees under s. 27, those areas within a nonmetallic mining site which the City of Franklin has determined to have been successfully reclaimed on an interim basis in accordance with sub. 29.30.

PART II - STANDARDS

SECTION 11

11.00 Standards. All nonmetallic mining sites subject to this chapter shall be reclaimed in conformance with the standards contained below.

11.10 General Standards. (1) **REFUSE AND OTHER SOLID WASTES.** Nonmetallic mining refuse shall be reused in accordance with a reclamation plan. Other solid wastes shall be disposed of in accordance with applicable rules of the Wisconsin Department of Natural Resources adopted pursuant to chs. 289 and 291, Stats.

(2) **AREA DISTURBED AND CONTEMPORANEOUS RECLAMATION.** Nonmetallic mining reclamation shall be conducted, to the extent practicable, to minimize the area disturbed by nonmetallic mining and to provide for nonmetallic mining reclamation of portions of the nonmetallic mining site while nonmetallic mining continues on other portions of the nonmetallic mining site.

(3) **PUBLIC HEALTH, SAFETY AND WELFARE.** All nonmetallic mining sites shall be reclaimed in a manner so as to comply with federal, state and local regulations governing public health, safety and welfare.

(4) **HABITAT RESTORATION.** When the land use required by the reclamation plan approved pursuant to this chapter requires plant, fish or wildlife habitat, it shall be restored, to the extent practicable, to a condition at least as suitable as that which existed before the lands were affected by nonmetallic mining operations.

(5) **COMPLIANCE WITH ENVIRONMENTAL REGULATIONS.** Reclamation of nonmetallic mining sites shall comply with any other applicable federal, state and local laws including those related to environmental protection, zoning and land use control.

11.20 Surface Water and Wetlands Protection. Nonmetallic mining reclamation shall be conducted and completed in a manner that assures compliance with the Wisconsin Department of Natural Resources' water quality standards for surface waters and wetlands contained in Chapters NR 102 to NR 105, Wisconsin Administrative Code. Before disturbing the surface of a nonmetallic mining site and removing topsoil, all necessary measures for diversion and drainage of runoff from the site to prevent pollution of waters of the state shall be installed in accordance with the reclamation plans approved pursuant to this chapter. Diverted or channelized runoff resulting from reclamation may not adversely affect neighboring properties.

11.30 Groundwater Protection. (1) **GROUNDWATER QUANTITY.** A nonmetallic mining site shall be reclaimed in a manner that does not cause a permanent lowering of the water table that results in adverse effects on surface waters or a significant reduction in the quantity of groundwater reasonably available for future users of groundwater.

(2) **GROUNDWATER QUALITY.** Nonmetallic mining reclamation shall be conducted in a manner which does not cause groundwater quality standards in Chapter NR 140, Wisconsin Administrative Code to be exceeded at a point of standards application defined in that chapter.

11.40 Topsoil Management. (1) **REMOVAL.** Topsoil and topsoil substitute material shall be provided as specified in the reclamation plan approved pursuant to this chapter in order to achieve reclamation to the approved post-mining land use. Removal of on-site topsoil and topsoil substitute material removal, when specified in the reclamation plan, shall be performed, as prior to any mining activity associated with any specific phase of the mining operation. (2) **VOLUME.** The operator shall obtain the volume of soil required to perform final reclamation by removal of on-site topsoil or topsoil substitute material or by obtaining topsoil or substitute material as needed to make up the volume of topsoil as specified in the reclamation plan approved pursuant to this chapter.

(3) **STORAGE.** Once removed, topsoil or topsoil substitute material shall, as required by the reclamation plan approved pursuant to this chapter, either be used in contemporaneous reclamation or stored in an environmentally acceptable manner. The location of stockpiled topsoil or topsoil substitute material shall be chosen to protect the material from erosion or further disturbance or contamination. Runoff water shall be diverted around all locations in which topsoil or topsoil substitute material is stockpiled.

11.50 Final grading and slopes. (1) All areas affected by mining shall be addressed in the approved reclamation plan, pursuant to s. 13 to provide that a stable and safe condition consistent with the post-mining land use is achieved. The reclamation plan may designate highwalls or other unmined and undisturbed natural solid bedrock as stable and safe and not in need of reclamation or designate other areas affected by mining including slopes comprised of unconsolidated materials that exceed a 3:1 slope, whether or not graded, as stable and safe. For slopes designated as stable under this subsection, the regulatory authority may require that either: a site-specific engineering analysis be performed by a registered professional engineer to demonstrate that an acceptable slope stability factor is attainable at a steeper slope, or the operator perform a field test plot demonstration to demonstrate that a stable and safe condition will be achieved and that the post-mining land use specified in the reclamation plan will not be adversely affected.

(2) *[note: the last two sentences are repeated and relocated to (3) below. This note to be deleted following an accept all changes.]* Final reclaimed slopes covered by topsoil or topsoil substitute material may not be steeper than a 3:1 horizontal to vertical incline, unless found

acceptable through one or more of the following: alternative requirements are approved under s. 18; steeper slopes are shown to be stable through a field plot demonstration approved as part of an approved reclamation plan; or stable slopes can be demonstrated based on site-specific engineering analysis performed by a registered professional engineer. All areas in the nonmetallic mine site where topsoil or topsoil substitute material is to be reapplied shall be graded or otherwise prepared prior to topsoil or topsoil substitute material redistribution to provide the optimum adherence between the topsoil or topsoil substitute material and the underlying material.

(3) When the approved post-mining land use includes a body of water, the approved final grade at the edge of a body of water shall extend vertically 6 feet below the lowest seasonal water level. A slope no steeper than 3:1 shall be created at a designated location or locations, depending on the size of the water body to allow for a safe exit.

11.60 Topsoil Redistribution for Reclamation. Topsoil or topsoil substitute material shall be redistributed in accordance with the reclamation plan approved pursuant to this chapter in a manner which minimizes compaction and prevents erosion. Topsoil or topsoil substitute material shall be uniformly redistributed except where uniform redistribution is undesirable or impractical. Topsoil or topsoil substitute material redistribution may not be performed during or immediately after a precipitation event until the soils have sufficiently dried.

11.70 Revegetation and Site Stabilization. Except for permanent roads or similar surfaces identified in the reclamation plan approved pursuant to this chapter, all surfaces affected by nonmetallic mining shall be reclaimed and stabilized by revegetation or other means. Revegetation and site stabilization shall be in accordance with the approved reclamation plan and shall be performed as soon as practicable after mining activity has permanently ceased in any part of the mine site.

11.80 Assessing Completion of Successful Reclamation. (1) The criteria for assessing when reclamation is complete and, therefore, when the financial assurance may be released shall be specified in the reclamation plan approved pursuant to this chapter. Criteria to evaluate reclamation success shall be quantifiable.

(2) Compliance with the revegetation success standards in the approved reclamation plan shall be determined by:

(a) On-site inspections by the City of Franklin or its agent;

(b) Reports presenting results obtained during reclamation evaluations including summarized data on revegetation, photo-documentation or other evidence that the criteria approved in the reclamation plan to ascertain success have been met; or

(c) A combination of inspections and reports.

(3) In those cases where the post mining land use specified in the reclamation plan requires a return of the mining site to a pre-mining condition, the operator shall obtain baseline data on the existing plant community for use in the evaluation of reclamation success pursuant to this section.

(4) Revegetation success may be determined by:

(a) Comparison to an appropriate reference area;

(b) comparison to baseline data acquired at the mining site prior to its being affected by mining; or

(c) Comparison to an approved alternate technical standard.

(5) Revegetation using a variety of plants indigenous to the area is favored.

11.90 Intermittent Mining. Intermittent mining may be conducted provided that the possibility of intermittent cessation of operations is addressed in an operator's reclamation permit, no environmental pollution or erosion of sediments is occurring, and financial assurance for reclamation pursuant to s. 14 is maintained covering all remaining portions of the site that have been affected by nonmetallic mining and that have not been reclaimed.

11.100 Maintenance. During the period of the site reclamation, after the operator has stated that reclamation is complete but prior to release of financial assurance, the operator shall perform any maintenance necessary to prevent erosion, sedimentation or environmental pollution, comply with the standards of this subchapter, or to meet the goals specified in the reclamation plan approved pursuant to this chapter.

PART III - PERMITTING

SECTION 12

12.00 Nonmetallic Mining Reclamation Permit Application Required. No person may engage in nonmetallic mining or in nonmetallic mining reclamation without possessing a nonmetallic mining reclamation permit issued pursuant to the applicable reclamation ordinance unless the activity is specifically exempted in subs. 7.10, 7.20 or 10(16)(b).

12.10 Required Submittal. All operators of nonmetallic mining sites shall apply for a reclamation permit from the City of Franklin. All applications for reclamation permits under this section shall be accompanied by the following information:

- (1) A brief description of the general location and nature of the nonmetallic mine.
- (2) A legal description of the property on which the nonmetallic mine is located or proposed, including the parcel identification number.
- (3) The names, addresses and telephone numbers of all persons or organizations who are owners or lessors of the property on which the nonmetallic mining site is located.
- (4) The name, address and telephone number of the person or organization who is the operator.
- (5) A certification by the operator of his or her intent to comply with the statewide nonmetallic mining reclamation standards established by PART II.

12.20 Reclamation Permit Application Contents. The operator of any nonmetallic mine site shall submit an application that meets the requirements specified below to the City of Franklin.

- (1) The information required by sub. 12.10.
- (2) The plan review and annual fees required by secs. 26 and 27.
- (3) A reclamation plan conforming to s. 13.
- (4) A certification that the operator will provide, as a condition of the reclamation permit, provide financial assurance as required by s. 14 upon granting of the reclamation permit and

before mining begins.

(5) To avoid duplication, the permit application and submittals required under this subsection may, by reference, incorporate existing plans or materials that meet the requirements of this chapter.

SECTION 13

13.00 Reclamation Plan.

13.10 Reclamation Plan Required. All operators of nonmetallic mining sites subject to this chapter shall prepare and submit a reclamation plan that meets the following requirements. All operators who conduct or plan to conduct nonmetallic mining shall submit to the City of Franklin a reclamation plan that meets all of the following requirements and complies with the reclamation standards of Part II.

13.20 Post-Mining Land Use. The reclamation plan shall include information sufficient to describe the existing natural and physical conditions of the site, including, but not limited to:

(1) Maps of the nonmetallic mining site including the general location, property boundaries, the aerial extent, geologic composition and depth of the nonmetallic mineral deposit, the distribution, thickness and type of topsoil, the location of surface waters and the existing drainage patterns, the approximate elevation of ground water, as determined by existing hydrogeologic information. In specific instances where the existing hydrogeologic information is insufficient for purposes of the reclamation plan, the applicant may supplement the information with the opinion of a licensed professional geologist or hydrologist.

(2) Topsoil or topsoil substitute material, if required to support revegetation needed for reclaiming the site to approved post-mining land use, can be identified using county soil surveys or other available information, including that obtained from a soil scientist or the University of Wisconsin soil science extension agent or other available information resources.

(3) Information available to the mine operator on biological resources, plant communities, and wildlife use at and adjacent to the proposed or operating mine sites.

(4) Existing topography as shown on contour maps of the site at 2 foot contour intervals to be specified by the regulatory authority.

(5) Location of manmade features on or near the site.

(6) For proposed nonmetallic mining sites that include previously mined areas, a plan view drawing showing the location and extent of land previously affected by nonmetallic mining, including the location of stockpiles, wash ponds and sediment basins.

13.30 Post-Mining Land Use. (1) The reclamation plan shall specify a proposed post-mining land use for the nonmetallic mine site. The proposed post-mining land use shall be consistent with local land use plans and local zoning at the time the plan is submitted, unless a change to the land use plan or zoning is proposed. The proposed post-mining land use shall also be consistent with all applicable local, state, or federal laws in effect at the time the plan is submitted.

(2) Land used for nonmetallic mineral extraction in areas zoned under an exclusive agricultural use ordinance pursuant to s. 91.75, Stats., shall be restored to agricultural use.

13.40 Reclamation Measures. The reclamation plan shall include a description of the proposed reclamation, including methods and procedures to be used and a proposed schedule

and sequence for the completion of reclamation activities for various stages of reclamation of the nonmetallic mining site. The following shall be included:

- (1) A description of the proposed earthwork and reclamation, including final slope angles, high wall reduction, benching, terracing and other structural slope stabilization measures and if necessary a site-specific engineering analysis performed by a registered professional engineer as provided by subs. 11.50(1) or (2).
- (2) The methods of topsoil or topsoil substitute material removal, storage, stabilization and conservation that will be used during reclamation.
- (3) A plan or map which shows anticipated topography of the reclaimed site and any water impoundments or artificial lakes needed to support the anticipated future land use of the site.
- (4) A plan or map which shows surface structures, roads and related facilities after the cessation of mining.
- (5) The estimated cost of reclamation for each stage of the project or the entire site if reclamation staging is not planned.
- (6) A revegetation plan which shall include timing and methods of seed bed preparation, rates and kinds of soil amendments, seed application timing, methods and rates, mulching, netting and any other techniques needed to accomplish soil and slope stabilization.
- (7) Quantifiable standards for revegetation adequate to show that a sustainable stand of vegetation has been established which will support the approved post-mining land use. Standards for revegetation may be based on the percent vegetative cover, productivity, plant density, diversity or other applicable measures.
- (8) A plan and, if necessary, a narrative showing erosion control measures to be employed during reclamation activities. These shall address how reclamation activities will be conducted to minimize erosion and pollution of surface and groundwater.
- (9) A description of any areas which will be reclaimed on an interim basis sufficient to qualify for the waiver of fees pursuant to subs. 29.20 and 29.40 optional, if the regulatory authority decides to release financial assurance for such areas pursuant to sub. 29.40(3) as authorized by s. NR 135.41(4), Wisconsin Administrative Code and release of financial assurance pursuant to sub. 29.30(3), end optional part and which will be subsequently disturbed prior to final reclamation. Descriptions shall include an identification of the proposed areas involved, methods of reclamation to comply with the standards in Part II and timing of interim and final reclamation.
- (10) A description of how the reclamation plan addresses the long-term safety of the reclaimed mining site. The description shall include a discussion of site-specific safety measures to be implemented at the site and include measures that address public safety with regard to adjacent land uses.

13.50 Criteria for Successful Reclamation. The reclamation plan shall contain criteria for assuring successful reclamation in accordance sub. 11.80.

13.60 Certification of Reclamation Plan. The operator shall provide a signed certification that reclamation will be carried out in accordance with the reclamation plan. If the operator does not own the land, the landowner or lessor, if different from the operator, shall also provide signed certification that they concur with the reclamation plan and will allow its

implementation.

13.70 Existing Plans and Approvals. To avoid duplication of effort, the reclamation plan required by this section may, by reference, incorporate existing plans or materials that meet the requirements of this chapter.

13.80 Approval of Reclamation Plan. City of Franklin shall approve, conditionally approve or deny the reclamation plan submitted under this section in writing in accordance with sub. 16.20 for mines that apply for a reclamation permit in conformance with s. 12. Conditional approvals of reclamation plans shall be made according to sub. 16.50 and denials of reclamation plans shall be made pursuant to s. 17. The operator shall keep a copy of the reclamation plan approved under this subsection at the mine site or, if not practicable, at the operator's nearest place of business.

SECTION 14

14.00 Financial Assurance.

14.10 Financial Assurance Requirements. All operators of nonmetallic mining sites in the City of Franklin shall prepare and submit a proof of financial assurance that meets the following requirements:

(1) **NOTIFICATION.** The regulatory authority shall provide written notification to the operator of the amount of financial assurance required under sub. (3).

(2) **FILING.** Following approval of the nonmetallic mining reclamation permit, and as a condition of the permit, the operator shall file a financial assurance with the City of Franklin. The financial assurance shall provide that the operator shall faithfully perform all requirements in this chapter, and applicable reclamation ordinance and the reclamation plan. Financial assurance shall be payable exclusively to the City of Franklin. In cases where one or more other regulatory authorities regulate a nonmetallic mining site, all financial assurance shall be made payable to the City of Franklin only if it currently has primary regulatory responsibility.

(3) **AMOUNT AND DURATION OF FINANCIAL ASSURANCE.** The amount of financial assurance shall equal as closely as possible the cost to the City of Franklin of hiring a contractor to complete either final reclamation or progressive reclamation according to the approved reclamation plan. The amount of financial assurance shall be reviewed periodically by the City of Franklin to assure it equals outstanding reclamation costs. Any financial assurance files with the City of Franklin shall be in an amount equal to the estimated cost for reclaiming all sites the operator has under project permits. City of Franklin may accept a lesser initial amount of financial assurance provided that the permittee initiates a process to continuously increase the amount of financial assurance until it is adequate to affect reclamation. An escrow account may be established that is based on production gross sales and serves to provide regular payments to an account that is designed to grow to the amount necessary to guarantee performance of reclamation by the expected time of final reclamation. The period of the financial assurance is dictated by the period of time required to establish the post mining land use declared and approved of in the reclamation plan. This may extend beyond the permit if required to accomplish successful and complete implementation of the reclamation plan.

(4) **FORM AND MANAGEMENT.** Financial assurance shall be provided by the operator and shall be by a bond or an alternate financial assurance. Financial assurance shall be payable to the City of Franklin and released upon successful completion of the reclamation measures specified in the reclamation plan. Alternate financial assurances may include, but are not limited to cash, certificates of deposits, irrevocable letters of credit, irrevocable trusts, established escrow accounts, demonstration of financial responsibility by meeting net worth requirements, or government securities. Any interest from the financial assurance shall be paid to the operator. Certificates of deposit shall be automatically renewable or other assurances shall be provided before the maturity date. Financial assurance arrangements may include, at the discretion of the City of Franklin, a blend of different options for financial assurance

including a lien on the property on which the nonmetallic mining site occurs or a combination of financial assurance methods.

(5) MULTIPLE PROJECTS. Any operator who obtains a permit from the City of Franklin for 2 or more nonmetallic mining sites may elect, at the time the second or subsequent site is approved, to post a single financial assurance in lieu of separate financial assurance instruments for each nonmetallic mining site. When an operator elects to post a single financial assurance in lieu of separate financial assurances for each mining site, no financial assurances previously posted on individual mining sites shall be released until the new financial assurance has been accepted by the City of Franklin.

(6) MULTIPLE JURISDICTIONS. In cases where more than one regulatory authority has jurisdiction, a cooperative financial security arrangement may be developed and implemented by the regulatory authorities to avoid requiring the permittee to prove financial assurance with more than one regulator authority for the same nonmetallic mining site. Financial assurance is required for each site and two or more sites of less than one acre by the same operator, except that governmental units are not required to obtain financial assurance.

(7) CERTIFICATION OF COMPLETION AND RELEASE. (a) The operator shall notify the regulatory authority, by filing a notice of completion, at the time that he or she determines that reclamation of any portion of the mining site or the entire site is complete. City of Franklin shall inspect the mine site or portion thereof that was the subject of the notice of completion to determine if reclamation has been carried out in accordance with the approved reclamation plan. City of Franklin may partially release the financial assurance if it determines that compliance with a portion of the reclamation plan has been achieved and requires no waiting period. After determining that reclamation is complete the City of Franklin shall issue a certificate of completion and shall release the financial assurance or appropriately reduce the financial assurance in the case of reclamation of a portion of the mining site.

(b) City of Franklin shall make a determination of whether or not the certification in par. (a) can be made within 60 days that the request is received.

(c) City of Franklin may make a determination under this subsection that:

1. Reclamation is not yet complete;
2. It is not possible to assess whether reclamation is complete due to weather conditions, snow cover or other relevant factors;
3. Reclamation is complete in a part of the mine; or
4. Reclamation is fully complete.

(8) FORFEITURE. Financial assurance shall be forfeited if any of the following occur;

(a) A permit is revoked under s. 24 and the appeals process has been completed.

(b) An operator ceases mining operations and fails to reclaim the site in accordance with the reclamation plan.

(9) CANCELLATION. Financial assurance shall provide that it may not be cancelled by the surety or other holder or issuer except after not less than a 90 day notice to the City of Franklin in writing by registered or certified mail. Not less than 30 days prior to the expiration of the 90-day notice of cancellation, the operator shall deliver to the City of Franklin a replacement proof

of financial assurance. In the absence of this replacement financial assurance, all mining shall cease until the time it is delivered and in effect.

(10) **CHANGING METHODS OF FINANCIAL ASSURANCE.** The operator of a nonmetallic mining site may change from one method of financial assurance to another. This may not be done more than once a year unless required by an adjustment imposed pursuant to sub. (12). The operator shall give the City of Franklin at least 60 days notice prior to changing methods of financial assurance and may not actually change methods without the written approval of the City of Franklin.

(11) **BANKRUPTCY NOTIFICATION.** the operator of a non metallic mining site shall notify the regulatory authority by certified mail of the commencement of voluntary or involuntary proceeding under bankruptcy code, 11 USC, et seq., naming the operator as debtor, within 10 days of commencement of the proceeding.

(12) **ADJUSTMENT OF FINANCIAL ASSURANCE.** Financial assurance may be adjusted when required by the City of Franklin. City of Franklin may notify the operator in writing that adjustment is necessary and the reasons for it. City of Franklin may adjust financial assurance based upon prevailing or projected interest or inflation rates, or the latest cost estimates for reclamation.

(13) **NET WORTH TEST.** (a) Only an operator that meets the definition of "company" in s. 289.41 (1) (b), Stats., may use the net worth method of providing financial assurance.

(b) The operator shall submit information to the regulatory authority in satisfaction of the net worth test requirements of s. 289.41 (4), Stats. The criteria in secs. 289.41 (6) (b), (d), (e), (f), (g), (h) and (i), Stats., shall apply.

(c) An operator using the net worth test to provide financial assurance for more than one mine shall use the total cost of compliance for all mines in determining the net worth to reclamation cost ratio in accordance with s. 289.41 (6), Stats.

(d) Determination under the net worth test shall be done in accordance with s. 289.41 (5), Stats.

(e) In addition, the operator shall submit a legally binding commitment to faithfully perform all compliance and reclamation work at the mine site that is required under this chapter.

14.20 Private Nonmetallic Mines. The operator of any nonmetallic mining site that applies for a reclamation permit in conformance with s. 12 shall submit the proof of financial assurance required by sub. 14.10 as specified in the reclamation permit issued to it under this chapter.

14.30 Public Nonmetallic Mining. The financial assurance requirements of this section do not apply to nonmetallic mining conducted by the State of Wisconsin, a state agency, board, commission or department, or a municipality.

SECTION 15

15.00 Public Notice and Right of Hearing.

15.10 Reclamation Plan Hearing. City of Franklin shall provide public notice and the opportunity for a public informational hearing as set forth below:

(1) **PUBLIC NOTICE.** (a) When the City of Franklin receives an application to issue a reclamation permit, it shall publish a public notice of the application no later than 30 days after receipt of a complete application that satisfies s. 12.

(b) The notice shall briefly describe the mining and reclamation planned at the nonmetallic mining site. The notice shall be published as a class 1 notice pursuant to s. 985.07(1), Stats., in the official newspaper of the City of Franklin. The notice shall mention the opportunity for public hearing pursuant to this section and shall give the locations at which the public may review the application and all supporting materials including the reclamation plan.

(c) Copies of the notice shall be forwarded by the City of Franklin to the county or applicable municipal zoning board, the county and applicable local planning organization, the county land conservation officer, and owners of land within 300 feet of the boundaries of the parcel or parcels of land on which the site is located.

(2) HEARING. The City of Franklin shall provide for an opportunity for a public informational hearing on an application or request to issue a nonmetallic mining reclamation permit as follows:

(a) If it conducts a zoning-related hearing on the nonmetallic mine site, the City of Franklin shall provide the opportunity at this hearing to present testimony on reclamation-related matters. This opportunity shall fulfill the requirement for public hearing for a nonmetallic mining reclamation permit required by this section. The City of Franklin shall consider the reclamation-related testimony in the zoning-related hearing in deciding on a permit application pursuant to this chapter.

(b) 1. If there is no opportunity for a zoning-related hearing on the nonmetallic mine site as described in par. (a), opportunity for public hearing required by this section shall be provided as follows. Any person residing within, owning property within, or whose principal place of business is within 300 feet of the boundary of the parcel or parcels of land in which the nonmetallic mining site is located or proposed may request a public informational hearing. The City of Franklin shall hold a public hearing if requested by any of these persons within 30 days of the actual date of public notice under sub. (1). This public informational hearing shall be held no sooner than 30 days nor later than 60 days after being requested. The hearing shall be conducted as an informational hearing for the purpose of explaining and receiving comment from affected persons on the nature, feasibility and effects of the proposed reclamation. The procedures specified for citizen comment periods under Chapter 19 of this Code, excepting the 15 minute limitation, shall apply to such hearing. An Informational Hearing shall be held by the Plan Commission unless otherwise directed by the Common Council.

2. The subject matter and testimony at this informational hearing shall be limited to reclamation of the nonmetallic mine site.

15.20 Local Transportation-Related Mines. No public notice or informational hearing is required for a nonmetallic mining reclamation permit issued to a local transportation-related mine pursuant to sub. 16.30.

SECTION 16

16.00 Issuance of a Nonmetallic Mining Reclamation Permit.

16.10 Permit Required. No person may engage in nonmetallic mining or nonmetallic mining reclamation in the City of Franklin without first obtaining a reclamation permit issued under this section, except for nonmetallic mining sites that are exempt from this chapter under subs. 7.10, 7.20 or 10(16)(b).

16.20 Permit Issuance. Applications for reclamation permits for nonmetallic mining sites that satisfy s. 12 shall be issued a reclamation permit or otherwise acted on as provided below.

(1) Unless denied pursuant to s. 17, the City of Franklin shall approve in writing a request that satisfies the requirements of s. 12 to issue a nonmetallic mining reclamation permit for the proposed nonmetallic mine.

(2) City of Franklin may not issue an approval without prior or concurrent approval of the reclamation plan that meets the requirements of s. 13. The regulatory authority may issue a reclamation permit subject to condition in sub. 16.50 if appropriate. The permit decision shall be made no sooner than 30 days nor later than 90 days following receipt of the complete reclamation permit application that meets the requirements in s. 13, unless a public hearing is held pursuant to s. 15. If a public hearing is held, the regulatory authority shall issue the reclamation permit, subject to conditions pursuant to sub. 16.50 if appropriate, or shall deny the permit as provided in s. 17, no later than 60 days after completing the public hearing.

(3) Permits issued pursuant to this subsection shall require compliance with a reclamation plan that has been approved and satisfies the requirements of s. 13 and provision by the applicant of financial assurance required under s. 14 and payable to the City of Franklin prior to beginning mining.

16.30 Automatic Permit for Local Transportation-Related Mines.

(1) The City of Franklin shall automatically issue an expedited permit under this subsection to any borrow site that:

(a) Will be opened and reclaimed under contract with a municipality within a period not exceeding 36 months;

(b) Is a nonmetallic mine which is intended to provide stone, soil, sand or gravel for the construction, reconstruction, maintenance or repair of a highway, railroad, airport facility or other transportation facility under contract with the municipality;

(c) Is regulated and will be reclaimed under contract with the municipality in accordance with the requirements of the Wisconsin Department of Transportation concerning the restoration of nonmetallic mining sites;

(d) Is not a commercial source;

(e) Will be constructed, operated and reclaimed in accordance with applicable zoning requirements, if any and;

(f) Is not otherwise exempt from the requirements of this chapter under sub. 7.20(10).

(2) In this subsection, "municipality" has the meaning defined in s. 299.01(8), Stats.

(3) Automatic permits shall be issued under this subsection in accordance with the following provisions:

(a) The applicant shall notify the City of Franklin of the terms and conditions of the contract with respect to reclamation of the proposed borrow site.

(b) The applicant shall provide evidence to the City of Franklin to show that the borrow site and its reclamation will comply with applicable zoning requirements, if any.

(c) The City of Franklin shall accept the contractual provisions incorporating requirements of

the Wisconsin Department of Transportation in lieu of a reclamation plan under s. 13.

(d) The City of Franklin shall accept the contractual provisions in lieu of the financial assurance requirements in s. 14.

(e) The public notice and hearing provisions of s. 15 do not apply to nonmetallic mining sites that are issued automatic permits under this subsection.

(f) Mines permitted under this subsection shall pay an annual fee to the City of Franklin as provided in s. 27, but shall not be subject to the plan review fee provided in s. 26. The total annual fee, including the share of the Department of Natural Resources, shall not exceed the amount in Table 2 of s. 27.

(g) The City of Franklin shall issue the automatic permit within 7 days of the receipt of a complete application.

(h) If the borrow site is used to concurrently supply materials for other than the local transportation project, the automatic permitting in this subsection still applies provided the site will be reclaimed under a contractual obligation with the municipality in accordance with the Wisconsin Department of Transportation requirements.

(i) Notwithstanding s. 25, the operator of a borrow site under this subsection is required to submit only the information in an annual report necessary to identify the borrow site and to determine the applicable annual fee.

16.40 Expedited Review. Any operator of a nonmetallic mining site may request expedited review of a reclamation permit application under sub. (1) or sub. (2) as follows:

(1) The operator may submit a request for expedited permit review with payment of the expedited review fee specified in s. 26.20. This request shall state the need for such expedited review and the date by which such expedited review is requested.

(2) The operator may submit a request for expedited review under this subsection if the applicant requires a reclamation permit to perform services under contract with a municipality. This request for expedited review shall state the need for expedited review and shall include a copy of the applicable sections of the contract and the date by which the expedited review is requested.

(3) Following receipt of a request under this subsection, the City of Franklin shall inform the applicant of the estimated date for decision on issuance of the permit. If the applicant then elects not to proceed with the expedited review, the fee paid under sub. (1) shall be returned.

(4) Expedited review under this subsection shall not waive, shorten or otherwise affect the public notice and right of hearing pursuant to s. 15. This subsection does not impose an obligation upon the regulatory authority to act upon a permit application under this subsection by a specific date.

16.50 Permit Conditions. Any decision under this section may include conditions as provided below:

(1) The City of Franklin may issue a reclamation permit or approve a reclamation plan subject to general or site-specific conditions if needed to assure compliance with the nonmetallic mining reclamation requirements of this chapter. The approvals may not include conditions that are not related to reclamation.

(2) One required condition of the issued permit shall be that the new mine obtain financial assurance pursuant to s. 14 prior to beginning mining.

SECTION 17

17.00 Permit Denial. An application for a nonmetallic mining reclamation permit shall be denied as set forth below:

(1) An application to issue a nonmetallic mining reclamation permit shall be denied, within the time frame for permit issuance specified in s. 16, if the City of Franklin finds any of the following:

(a) The applicant has, after being given an opportunity to make corrections, failed to provide to the City of Franklin an adequate permit application, reclamation plan, financial assurance or any other submittal required by Chapter NR 135, Wisconsin Administrative Code or this chapter.

(b) The proposed nonmetallic mining site cannot be reclaimed in compliance with the reclamation standards contained in Chapter NR 135, Wisconsin Administrative Code or subch. I. of ch. 295, Stats.

(c) 1. The applicant, or its agent, principal or predecessor has, during the course of nonmetallic mining in Wisconsin within 10 years of the permit application or modification request being considered shown a pattern of serious violations of this chapter or of federal, state or local environmental laws related to nonmetallic mining reclamation.

2. The following may be considered in making this determination of a pattern of serious violations:

a. Results of judicial or administrative proceedings involving the operator or its agent, principal or predecessor.

b. Suspensions or revocations of nonmetallic mining reclamation permits pursuant to this chapter, other reclamation ordinances or Chapter NR 135, Wisconsin Administrative Code.

c. Forfeitures of financial assurance.

(d) A denial under this subsection shall be in writing and shall contain documentation of reasons for denial.

(2) A decision to deny an application to issue a reclamation permit may be reviewed under s. 22.

SECTION 18

18.00 Alternative Requirements.

18.10 Scope of Alternative Requirements Approvable. An operator of a nonmetallic mining site may request an alternative requirement to the reclamation standard established in s. 11.00. City of Franklin may approve an alternative requirement to the reclamation standards established in this chapter if the operator demonstrates and the City of Franklin finds that all of the following criteria are met:

(1) The nonmetallic mining site, the surrounding property or the mining plan or reclamation plan has a unique characteristic which requires an alternative requirement.

(2) Unnecessary hardship which is peculiar to the nonmetallic mining site or plan will result

unless the alternative requirement is approved.

(3) Reclamation in accordance with the proposed alternative requirement will achieve the planned post-mining land use and long term site stability in a manner that will not cause environmental pollution or threaten public health, safety or welfare.

18.20 Procedures. (1) The operator of a nonmetallic mining site requesting an alternate requirement in sub. 18.10 shall demonstrate all the criteria in sub. 18.10. This shall be submitted in writing to the City for approval.

(2) The City Common Council, after the review and recommendation of the Quarry Monitoring Committee, and a public informational hearing before and the review and recommendation of the Plan Commission, may approve an alternative requirement if makes the findings required by sub. 18.10. If the Quarry Monitoring Committee does not deliver its recommendation to the Common Council within forty-five days of the date of the filing of operator's complete written request, the Common Council may make its determination without receiving such recommendation. If the Plan Commission does not hold the public hearing and deliver its recommendation to the Common Council within forty-five days of the date of the filing of operator's complete written request, the Common Council may hold the public hearing and make its determination without receiving such recommendation. The public hearing shall be preceded by a class 1 notice under Ch. 985, Stats. The Common Council shall make its determination no later than 90 days after the receipt by the City of the operator's complete written request for an alternate requirement. The Common Council shall consider the request pursuant to its rules of procedure as are set forth under §19-6., *et seq.*

(3) A request for an alternative requirement may be incorporated as part of an application to issue or modify a nonmetallic mining reclamation permit.

18.30 Transmittal of Decision on Request for Alternative Requirement. The decision on a request for alternate reclamation requirements shall be in writing to the applicant and shall include documentation of why the alternate requirement was or was not approved.

18.40 Notice to Wisconsin Department of Natural Resources. City of Franklin shall provide notice to the Wisconsin Department of Natural Resources as set forth in this subsection. Written notice shall be given to the Wisconsin Department of Natural Resources at least 10 days prior to any public hearing held under sub. 18.20 on a request for an alternate requirement under this section. A copy of any written decision on alternative requirements shall be submitted to the Wisconsin Department of Natural Resources within 10 days of issuance.

SECTION 19

19.00 Permit Duration. (1) A nonmetallic mining reclamation permit issued under this chapter shall last through operation and reclamation of the nonmetallic mining site, unless suspended or revoked pursuant to sub. 31.20.

(2) If the mine operator is not the landowner, the reclamation permit duration shall not exceed the duration of the mine lease unless the lease is renewed or the permit is transferred to a subsequent lessee pursuant to s. 20.

SECTION 20

20.00 Permit Transfer. A nonmetallic mining reclamation permit issued under this chapter shall be transferred to a new owner or operator upon satisfaction of the following conditions:

(1) A nonmetallic mining reclamation permit may be transferred to a new operator upon submittal to the City of Franklin of proof of financial assurance and a certification in writing by the new permit holder that all conditions of the permit will be complied with.

(2) The transfer is not valid until financial assurance has been submitted by the new operator and accepted by the City of Franklin and the City of Franklin makes a written finding that all conditions of the permit will be complied with. The previous operator shall maintain financial assurance until the new operator has received approval and provided the financial assurance under this section.

SECTION 21

21.00 Previously Permitted Sites. For any nonmetallic mining site which had a reclamation permit previously issued by the City pursuant to Chapter NR 135, Wisconsin Administrative Code that becomes subject to reclamation permitting authority of any other regulatory authority Milwaukee County, the terms and conditions of the previously-issued municipal reclamation permit shall remain in force until modified by that regulatory authority Milwaukee County pursuant to sub. 23.10.

SECTION 22

22.00 Review. Any permitting decision or action made by the City of Franklin under this chapter may be reviewed as set forth in this section. Notwithstanding ss. 68.001, 68.03 (8) and (9), 68.06 and 68.10 (1) (b), Stats., any person who meets the requirements of s. 227.42(1), Stats., may obtain a contested case hearing under s. 68.11, Stats., on the City of Franklin's decision to issue, deny or modify a nonmetallic mining reclamation permit.

PART IV - ADMINISTRATION

SECTION 23

23.00 Permit Modification.

23.10 By City of Franklin. A nonmetallic mining reclamation permit issued under this chapter may be modified by the City of Franklin if it finds that, due to changing conditions, the nonmetallic mining site is no longer in compliance with Chapter NR 135, Wisconsin Administrative Code or this chapter. Such modification shall be by an order modifying the permit in accordance with s. 32. This modifying order may require the operator to amend or submit new application information, reclamation plan, proof of financial assurance or other information needed to ensure compliance with Chapter NR 135, Wisconsin Administrative Code or this chapter.

23.20 At the Operator's Option. If operator of any nonmetallic mine that holds a reclamation permit issued under this chapter desires to modify such permit or reclamation plan approved under this chapter, it may request such modification by submitting a written application for such modification to the City of Franklin. The application for permit or plan modification shall be acted on using the standards and procedures of this chapter.

23.30 Required by the Operator. The operator of any nonmetallic mine that holds a reclamation permit issued under this chapter shall request a modification of such permit if changes occur to the area to be mined, the nature of the planned reclamation, or other aspects of mining required by the reclamation plan approved pursuant to this chapter. Such application for permit modification shall be acted on using the standards and procedures of this chapter.

23.40 Review. All actions by the City of Franklin on permit modifications requested or initiated under this section are subject to review under s. 22.

SECTION 24

24.00 Permit Suspension and Revocation

24.10 Grounds. City of Franklin may suspend or revoke a nonmetallic mining reclamation permit issued pursuant to this chapter if it finds the operator has done any of the following:

(1) Failed to submit a satisfactory reclamation plan within the time frames specified in this

chapter.

(2) Failed to submit or maintain financial assurance as required by this chapter.

(3) Failed on a repetitive and significant basis to follow the approved reclamation plan.

24.20 Procedures. If the City of Franklin finds grounds for suspending or revoking a nonmetallic mining reclamation permit set forth in sub. 24.10, it may issue a special order suspending or revoking such permit as set forth in sub. 32.20.

24.30 Consequences. (1) If the City of Franklin makes any of the findings in sub. 24.10, it may suspend a nonmetallic mining reclamation permit for up to 30 days. During the time of suspension, the operator may not conduct nonmetallic mining at the site, except for reclamation or measures to protect human health and the environment as ordered by the regulatory authority pursuant to s. 32.

(2) If the City of Franklin makes any of the findings in sub. 24.10, it may revoke a nonmetallic mining reclamation permit. Upon permit revocation, the operator shall forfeit the financial assurance it has provided pursuant to this chapter to the City of Franklin. City of Franklin may use forfeited financial assurance to reclaim the site to the extent needed to comply with this chapter and the applicable reclamation ordinance.

SECTION 25

25.00 Annual Operator Reporting.

25.10 Contents and Deadline. Annual reports that satisfy the requirements of this section shall be submitted by the operators of nonmetallic mining sites.

(1) CONTENTS. The annual report required by this section shall include all of the following:

(a) The name and mailing address of the operator.

(b) The location of the nonmetallic mining site, including legal description, tax key number or parcel identification number if available.

(c) The identification number of the applicable nonmetallic mining permit, if assigned by the City of Franklin.

(d) The acreage currently affected by nonmetallic mining extraction and not yet reclaimed.

(e) The amount of acreage that has been reclaimed to date, on a permanent basis and the amount reclaimed on an interim basis.

(f) A plan, map or diagram accurately showing the acreage described in pars. (d) and (e).

(g) The following certification, signed by the operator:

"I certify that this information is true and accurate, and that the nonmetallic mining site described herein complies with all conditions of the applicable nonmetallic mining reclamation permit and Chapter NR 135, Wisconsin Administrative Code."

(2) DEADLINE. The annual report shall cover activities on unreclaimed acreage for the previous calendar year and be submitted by January 31.

(3) **WHEN REPORTING MAY END.** Annual reports shall be submitted by an operator for all active and intermittent mining sites to the City of Franklin for each calendar year until nonmetallic mining reclamation at the site is certified as complete pursuant to sub. 29.30 or at the time of release of financial assurance pursuant to sub. 14.10(7).

25.20 Inspection in Lieu of Report. City of Franklin may, at its discretion, obtain the information required in sub. 25.10 for a calendar year by written documentation of an inspection it completes during a calendar year, as set forth in this subsection. If the City of Franklin obtains and documents the required information, the annual report need not be submitted by the operator. If the City of Franklin determines that the operator need not submit an annual report pursuant to this subsection, it shall advise the operator in writing at least 30 days before the end of the applicable calendar year. In that case, the City of Franklin shall require the operator to submit the certification required in sub. 25.10(1)(g).

25.30 Retention of Annual Reports. Annual reports submitted under sub. 25.10 or inspection records that replace them under sub. 25.20 shall be retained by the City of Franklin at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132 for at least 10 years after the calendar year to which they apply. These records, or complete and accurate copies of them, shall be made available to the Wisconsin Department of Natural Resources upon written request or during its inspection or audit activities carried out pursuant to Chapter NR 135, Wisconsin Administrative Code.

SECTION 26

26.00 Plan Review Fee.

26.10 Amount and Applicability. A person who intends to operate a nonmetallic mining site for which a permit application has been submitted under s. 12 shall submit a non-refundable plan review fee as follows. Concurrent with the filing of any application for any form of reclamation plan approval, the applicant shall pay a non-refundable plan review fee deposit to the City in the amount of \$100. In addition, the applicant shall be responsible for and pay to the City such additional amounts for plan review fees so that all costs of services provided by the City for the plan review are paid by the applicant. Such plan review fee shall not exceed the actual cost of providing the services. Such fee shall be paid to the City by the applicant within 10 days of the date of the itemized invoice for same prepared by the City subsequent to the completion of the plan review. Prior to any Common Council approval of any form of reclamation plan, the Director of Administration shall review the application and report to the Common Council the Director's findings as to the reasonable estimates of the costs of providing plan review services reasonably required by the application. The applicant shall provide the Director with all information necessary to determine the level of services required. After reviewing such report, upon which the applicant may be heard, the Common Council shall specify as a condition of any approval and further service that the applicant deposit with the City, security in the form of a bond, letter of credit or cash deposit, in form approved by the City Attorney in an amount determined to be sufficient to guarantee payment for the anticipated cost of providing such plan review services. Such security deposit shall be made by the applicant no later than 30 days after the date of written notice to do so mailed by the Director to the applicant. Such security deposit shall entitle the City to draw upon same forthwith upon any default in payment by the applicant after services invoice, with remaining balance of any cash deposit to be returned to the applicant. Any determined deficiency for such service fees beyond the security deposit shall be a debt of the applicant to the City, collectible by the City in an action at law, which shall also entitle the City to all costs of collection, including attorney fees, and further, shall also constitute a lien against the non-metallic mining site to be placed upon the tax roll for such premises. No plan review fee may be assessed under this section for any local transportation-related mining receiving an automatic permit under sub. 16.30. A separate plan review fee shall be paid under this section for any modification to an existing reclamation plan submitted pursuant to s. 23.

26.20 Expedited Plan Review Fee. A person who intends to operate a nonmetallic mining site for which a permit application has been submitted under s. 12 may obtain expedited reclamation plan review by paying a fee as determined by the Director of Administration and pursuant to the procedures set forth under sub. 26.10. Such fee shall be in addition to that required in sub. 26.10.

26.30 Relation to Annual Fee. Any reclamation plan review fee or expedited reclamation plan review fee collected under this section shall be added to and collected as part of the first annual fee collected under s. 27.

SECTION 27

27.00 Annual Fees.

27.10 Areas Subject to Fees, Procedures and Deadline. (1) Operators of all nonmetallic mining sites subject to reclamation permits issued under this chapter shall pay annual fees to the City of Franklin.

(2) Fees paid under this section shall be calculated based on the unreclaimed acres of a nonmetallic mining site, as defined below:

(a) "Unreclaimed acre" or "unreclaimed acres" means those unreclaimed areas in which nonmetallic mining has occurred after August 1, 2001 and areas where nonmetallic mining reclamation has been completed but is not yet certified as reclaimed under sub. 14.10(7). However the term does not include any areas described in par. (b).

(b) "Unreclaimed acre" or "unreclaimed acres" does not include:

1. Those areas where reclamation has been completed and certified as reclaimed under sub. 14.10(7).
2. Those areas previously affected by nonmetallic mining but which are not used for nonmetallic mining after August 1, 2001.
3. Those portions of nonmetallic mining sites which are included in an approved nonmetallic mining reclamation plan but are not yet affected by nonmetallic mining.
4. Areas previously mined but used after August 1, 2001 for a non-mining activity, such as stockpiling of materials used for an industrial activity such as an asphalt plant, concrete batch plant, block and tile operation or other industry that uses products produced from nonmetallic mining.
5. Those areas within a nonmetallic mining site which the regulatory authority has determined to have been successfully reclaimed on an interim basis in accordance with subs. 29.20 and 29.30.

(c) Fees shall be assessed on active acres only and shall not be assessed on acreage where nonmetallic mining is proposed and approved but where no nonmetallic mining has yet taken place.

(3) Fees assessed pursuant to this section shall be based on unreclaimed acres at the end of the year. Such fees apply to a calendar year or any part of a year in which nonmetallic mining takes place, until final reclamation is certified as complete under s. 29. Fees shall be paid no later than January 31 for the previous year.

(4) If reclamation has already occurred on portions of a nonmetallic mining site, the fees for

such portions may be submitted with a request that they be held by the City of Franklin pending certification of completed reclamation pursuant to subs. 29.30 and 14.10 (7). Upon such certification the City of Franklin shall refund that portion of the annual fee that applies to the reclaimed areas. If the City of Franklin fails to make a determination under subs. 29.30 and 14.10 (7) within 60 days of the request, it shall refund that portion of the annual fee that applies to the reclaimed areas.

(5) The amount collected shall equal the Wisconsin Department of Natural Resource's share as described in sub. 27.20, the share of the City of Franklin described in sub. 27.30, and, if applicable, the reclamation plan review fee described in s. 26.

27.20 Wisconsin Department of Natural Resources Share of Fee. (1) Fees paid under this section shall, except where provided in sub. (2), include a share for the Wisconsin Department of Natural Resources equal to the amount specified in Table 4 the City of Franklin Nonmetallic Mining Reclamation Fees Schedule on file in the Office of the Franklin Department of City Development.

**TABLE 4:
Wisconsin Department of Natural Resources' Share of Annual Fees
Collected by the City of Franklin**

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres {does not include mines < 1 acre}	\$35
6 to 10 acres	\$70
11 to 15 acres	\$105
16 to 25 acres	\$140
26 to 50 acres	\$160
51 acres or larger	\$175

(2) For nonmetallic mining sites at which no nonmetallic mining has taken place during a calendar year, the share for the Wisconsin Department of Natural Resources shall be \$15.

(23) The city of Franklin shall forward fees collected under this subsection to the Wisconsin Department of Natural Resources by March 31st.

27.30 City of Franklin's Share of Fee. (1) Fees paid under this section shall also include an annual fee due to the City of Franklin which shall be in the dollar amounts as set forth in the table immediately below City of Franklin Nonmetallic Mining Reclamation Fees Schedule on file in the Office of the Franklin Department of City Development.

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
--	---------------

1 to 5 acres (does not include mines < 1 acre)	\$150
6 to 10 acres	\$300
11 to 15 acres	\$450
16 to 25 acres	\$600
26 to 50 acres	\$700
51 acres or larger	\$750

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(2) The annual fee collected by the City under this subsection for local transportation-related mines issued permits under sub. 16.30 may not exceed the amounts set forth in Table 2. The amount listed below shall be the total fee assessed on such nonmetallic mines, and shall include both a share for the Wisconsin Department of Natural Resources and the City.

**TABLE 2:
Limit on Total Annual Fees
for Automatically Permitted Local Transportation Project-Related Mines.**

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres, does not include mines < 1 acre	\$175
6 to 10 acres	\$350
11 to 15 acres	\$525
16 to 25 acres	\$700
26 to 50 acres	\$810
51 acres or larger	\$870

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[Note: 27.40 [Optional] Reduced Fee for Inactive Mines of the WIDNR NR 135 Model Ordinance is not adopted hereunder.]

27.50 Documentation of City of Franklin's Share of Fee. The City of Franklin shall document in writing its estimated program costs and the need for fee established in sub. 27.30 on or before June 1, 2001. This documentation shall be available for public inspection at the City Clerk's Office, 9229 West Loomis Road, Franklin, Wisconsin 53132. Annual fees due where the Department of Natural Resources is the Regulatory Authority shall be in the dollar amounts set forth in the City of Franklin Nonmetallic Mining Reclamation Fees Schedule on file in the Office of the Franklin Department of City Development.

TABLE 3:
Annual Fees Due
Where the Department of Natural Resources is the Regulatory Authority.

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres {does not include mines < 1 acre}	\$175
6 to 10 acres	\$350
11 to 15 acres	\$525
16 to 25 acres	\$700
26 to 50 acres	\$810
51 acres or larger	\$870

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SECTION 28

28.00 Regulatory Reporting and Documentation.

28.10 Reporting. City of Franklin shall send an annual report to the Wisconsin Department of Natural Resources by March 31st for the previous calendar year. The reports shall include the following information for the previous year's nonmetallic mining reclamation program:

- (1) The total number of nonmetallic mining reclamation permits in effect.
- (2) The number of new permits issued within the jurisdiction of the City of Franklin.
- (3) The number of acres approved for nonmetallic mining and the number of acres newly approved in the previous year.
- (4) The number of acres being mined or unreclaimed.
- (5) The number of acres that have been reclaimed and have had financial assurance released pursuant to sub. 14.10(7).
- (6) The number of acres that are reclaimed and awaiting release from the financial assurance requirements of this subchapter pursuant to subs. 29.10 and 29.20.
- (7) The number and nature of alternative requirements granted, permit modifications, violations, public hearings, enforcement actions, penalties that have been assessed and bond or financial assurance forfeitures.

28.20 Documentation. The City of Franklin shall, to the best of its ability, maintain the information set forth below, and make it available to the Wisconsin Department of Natural Resources for that agency's audit of the City of Franklin's reclamation program pursuant to

Chapter NR 135, Wisconsin Administrative Code:

- (1) Documentation of compliance with Chapter NR 135, Wisconsin Administrative Code and this chapter.
- (2) The procedures employed by the City of Franklin regarding reclamation plan review, and the issuance and modification of permits.
- (3) The methods for review of annual reports received from operators.
- (4) The method and effectiveness of fee collection.
- (5) Procedures to accurately forward the Wisconsin Department of Natural Resources' portion of collected fees in a timely fashion.
- (6) Methods for conducting on-site compliance inspections and attendant reports, records and enforcement actions.
- (7) Responses to citizen complaints.
- (8) The method of and accuracy in determining the amount of the financial assurance obtained from the operator to guarantee reclamation performance.
- (9) The maintenance and availability of records.
- (10) The number and type of approvals for alternative requirements issued pursuant to s. 18.
- (11) The method of determining the success of reclamation in meeting the criteria contained in the reclamation plan and subsequently releasing the financial assurance pursuant to sub. 14.10(7).
- (12) Any changes in local regulations, ordinances, funding and staffing mechanisms or any other factor which might affect the ability of the City of Franklin to implement its nonmetallic mining reclamation program under this chapter.
- (13) the amount of fees collected in comparison to the amount of money actually expended for nonmetallic mining reclamation program administration.
- (14) Any other performance criterion necessary to ascertain compliance with Chapter NR 135, Wisconsin Administrative Code.

SECTION 29

29.00 Completed Reclamation - Reporting, Certification and Effect.

29.10 Reporting. The operator of a nonmetallic mining site may certify completion of reclamation for a portion or all of the nonmetallic mining site pursuant to a reclamation plan prepared and approved pursuant to the chapter and Chapter NR 135, Wisconsin Administrative Code.

29.20 Reporting of Interim Reclamation. The operator of a nonmetallic mining site may report completion of interim reclamation as specified in the reclamation plan for the site prepared and approved pursuant to this chapter and Chapter NR 135, Wisconsin Administrative Code. Reporting of interim reclamation shall be done according to the procedures in sub. 29.10.

29.30 Certification of Completed Reclamation. City of Franklin shall inspect a nonmetallic mining site for which reporting of reclamation or interim reclamation has been submitted pursuant to this subsection within 60 days of receipt, and make a determination in writing in accordance with sub. 14.10(7) (c). If it is determined that interim or final reclamation is complete, including revegetation as specified in a reclamation plan that conforms with s. 13, the City of Franklin shall issue the mine operator a written certificate of completion.

29.40 Effect of Completed Reclamation. If reclamation is certified by the City of Franklin as complete under sub. 29.30 for part or all of a nonmetallic mining site, then:

(1) No fee shall be assessed under s. 27 for the area so certified.

(2) The financial assurance required by s. 14 shall be released or appropriately reduced in the case of completion of reclamation for a portion of the mining site.

29.50 Effect of Inaction Following Report of Completed Reclamation. If no written response as required by sub. 29.30 for an area of the mine site reported as reclaimed or interim reclaimed is given within 60 days of receiving such request, any annual fee paid to the City of Franklin for it under s. 27 shall be refunded.

SECTION 30

30.00 Permit Termination. When all final reclamation required by a reclamation plan conforming to s. 13 and required by this chapter is certified as complete pursuant to subs. 14.10(7) and 29.30, the City of Franklin shall issue a written statement to the operator of the nonmetallic mining site, thereby terminating the reclamation permit.

PART V - ENFORCEMENT

SECTION 31

31.00 Right of Entry and Inspection. For the purpose of ascertaining compliance with the provisions of Subchapter I of Chapter 295, Wisconsin Statutes, Chapter NR 135, Wisconsin Administrative Code, of this chapter, any authorized officer, agent, employee or representative of the City of Franklin may inspect any nonmetallic mining site subject to this chapter as provided below:

(1) No person may refuse entry or access onto a nonmetallic mining site of a duly authorized officer, employee or agent of the City of Franklin or the Wisconsin Department of Natural Resources who present appropriate credentials to inspect the site for compliance with the nonmetallic mining reclamation permit, this chapter, Chapter NR 135, Wisconsin Administrative Code or subchapter I of ch. 295, Stats.

(2) Any person who enters the site under this right of inspection shall obtain training and provide their own safety equipment needed to comply with any federal, state or local laws or regulations controlling persons on the nonmetallic mining site.

SECTION 32

32.00 Orders and Citations.

32.10 Enforcement Orders. City of Franklin may issue orders as set forth in Section 295.19(1) (a), Stats., to enforce Subchapter I of Chapter 295, Wisconsin Statutes, Chapter NR 135, Wisconsin Administrative Code, this chapter, a permit issued pursuant to this chapter or a reclamation plan required by s. 13 and a permit issued under this chapter. A violation of this chapter, an order or permit issued pursuant to this chapter or a reclamation plan required by s. 13 and a permit issued under this chapter shall be considered a violation of Subchapter I of Chapter 295, Wisconsin Statutes and Chapter NR 135, Wisconsin Administrative Code.

32.20 Special Orders. City of Franklin may issue a special order as set forth in Sections 295.19(1) (b) and (c), Wisconsin Statutes suspending or revoking a nonmetallic mining reclamation permit pursuant to s. 24, or directing an operator to immediately cease an activity regulated under Subchapter I of Chapter 295, Wisconsin Statutes, Chapter NR 135, Wisconsin Administrative Code or this chapter until the necessary plan approval is obtained.

32.30 Review of Orders. A person holding a reclamation permit who is subject to an order pursuant to this section shall have the right to review the order in a contested case hearing under s. 68.11, Stats., notwithstanding the provisions of ss. 68.001, 68.03 (8) and (9), 68.06 and 68.10 (1) (b), Stats.

32.40 Citations. City of Franklin may issue a citation under s. 66.119, Stats., and general penalty provisions of Municipal Code and City Ordinance Nos. 97-1456 and 97-1457, as applicable, to collect forfeitures to enforce Subchapter I of Chapter 295, Wisconsin Statutes, Chapter NR 135, Wisconsin Administrative Code, this chapter, a permit issued pursuant to this chapter or a reclamation plan required by s. 13 and a permit issued under this chapter. The issuance of a citation under this subsection shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.

32.50 Enforcement. City of Franklin may submit any order issued under s. 32 to abate violations of this chapter to a district attorney, corporation counsel, municipal attorney or the attorney general for enforcement. the district attorney, corporation council, municipal attorney or the attorney general may enforce those orders.

SECTION 33

33.00 Penalties. Any violation of Subchapter I of Chapter 295, Wisconsin Statutes, Chapter NR 135, Wisconsin Administrative Code, this chapter, a permit issued pursuant to this chapter or a reclamation plan required by s. 13 and a permit issued under this chapter may result in forfeitures as provided in Section 295.19(3), Wisconsin Statutes, as follows:

(1) Any person who violates Chapter NR 135, Wisconsin Administrative Code, or an order issued under s. 32 may be required to forfeit not less than \$25 nor more than \$1,000 for each violation. Each day of continued violation is a separate offense. While an order issued under s. 32 is suspended, stayed or enjoined, this penalty does not accrue.

(2) Except for the violations referred to in sub. (1), any person who violates subchapter I of ch. 295, Stats., Chapter NR 135, Wisconsin Administrative Code, any reclamation plan approved pursuant to this chapter or an order issued pursuant to s. 32 shall forfeit not less than \$10 nor more than \$5,000 for each violation. Each day of violation is a separate offense. While an order issued under s. 32 is suspended, stayed or enjoined, this penalty does not accrue.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 4-2-15]

RESOLUTION NO. 2015-____

A RESOLUTION APPROVING A CITY OF FRANKLIN NONMETALLIC
MINING RECLAMATION FEES SCHEDULE PURSUANT TO CHAPTER 176
OF THE MUNICIPAL CODE NONMETALLIC MINING RECLAMATION
ORDINANCE SECTION 27

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WHEREAS, the Nonmetallic Mining Reclamation Ordinance for the City of Franklin, Chapter 176 of the Municipal Code, Section 27, provides for the payment of fees by the operators of nonmetallic mining sites and the sharing of those fees among the governmental regulatory authorities; and

WHEREAS, the Department of City Development having reviewed those fees and having determined that those fees as set forth on the attached City of Franklin Nonmetallic Mining Reclamation Fees Schedule are fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin Nonmetallic Mining Reclamation Fees Schedule, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the City of Franklin Nonmetallic Mining Reclamation Fees Schedule shall be kept on file and available for public inspection in the Office of the Department of City Development.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk
YES _____ NOES _____ ABSENT _____

City of Franklin Nonmetallic Mining Reclamation Fees Schedule
 (Approved by Common Council Resolution No. 2015-____)
 Nonmetallic Mining Reclamation Ordinance for the City of Franklin
 Chapter 176 of the Municipal Code
 Section 27

27.20 Wisconsin Department of Natural Resources Share of Fee.

**TABLE 1:
 Wisconsin Department of Natural Resources' Share of Annual Fees
 Collected by the City of Franklin**

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres [does not include mines < 1 acre]	\$35
6 to 10 acres	\$70
11 to 15 acres	\$105
16 to 25 acres	\$140
26 to 50 acres	\$160
51 acres or larger	\$175

For nonmetallic mining sites at which no nonmetallic mining has taken place during a calendar year, the share for the Wisconsin Department of Natural Resources shall be \$15.

27.30 City of Franklin's Share of Fee.

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres [does not include mines < 1 acre]	<u>\$150175</u>
6 to 10 acres	<u>\$300350</u>
11 to 15 acres	<u>\$450525</u>
16 to 25 acres	<u>\$600700</u>
26 to 50 acres	<u>\$700810</u>
51 acres or larger	<u>\$750870</u>

The annual fee collected by the City under this subsection for local transportation-related mines issued permits under sub. 16.30 may not exceed the amounts set forth in Table 2. The amount listed below shall

be the total fee assessed on such nonmetallic mines, and shall include both a share for the Wisconsin Department of Natural Resources and the City.

**TABLE 2:
Limit on Total Annual Fees
for Automatically Permitted Local Transportation Project-Related Mines.**

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres, does not include mines < 1 acre	\$175
6 to 10 acres	\$350
11 to 15 acres	\$525
16 to 25 acres	\$700
26 to 50 acres	\$810
51 acres or larger	\$870

[Note: 27.40 [Optional] Reduced Fee for Inactive Mines of the WIDNR NR 135 Model Ordinance is not adopted hereunder.]

27.50 Documentation of City of Franklin's Share of Fee.

**TABLE 3:
Annual Fees Due
Where the Department of Natural Resources is the Regulatory Authority.**

Mine Size in Unreclaimed Acres, Rounded to the Nearest Whole Acre	Annual Fee
1 to 5 acres [does not include mines < 1 acre]	\$175
6 to 10 acres	\$350
11 to 15 acres	\$525
16 to 25 acres	\$700
26 to 50 acres	\$810
51 acres or larger	\$870

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/19/15</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">PLANNING DEPARTMENT 2014 ANNUAL REPORT, REVIEW OF PERMITS AND APPLICATIONS, SPECIAL PROJECTS AND COMMUNITY GROWTH ISSUES (2010 THROUGH 2014 OVERVIEW INCLUDED)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9</i></p>

The attached information was also presented to the Plan Commission at its April 23rd meeting. This report is intended for informational purposes only. Action on this matter is not required.

COUNCIL ACTION REQUESTED

No action required.



City of Franklin

Building Great Families and Great Businesses in Southeastern Wisconsin

Planning Department Annual Report: 2014

Prepared for:

Mayor Stephen R. Olson
City of Franklin Common Council
City of Franklin Plan Commission

Prepared by:

City of Franklin Planning Department

City of Franklin Vision Statement: The City of Franklin's vision is to enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin. *(Adopted by the Common Council April 25, 2009, and included by reference in the City of Franklin 2025 Comprehensive Master Plan)*

City of Franklin 70/30 Goal: That it remain a goal of the Common Council to obtain the 70/30 ratio of residential to commercial assessed valuation. *(Motion passed by the Common Council June 29, 2005, included by reference in the City of Franklin 2025 Comprehensive Master Plan in 2009, and reaffirmed by the Council at its September 3, 2013 meeting.)*

INTRODUCTION

The City of Franklin's Planning Department oversees planning and zoning activities and is responsible for administration of the Unified Development Ordinance and implementation of the Comprehensive Master Plan. The Department's role includes the dissemination of this information to the public and coordination with other City departments, boards, commissions, public officials, and applicants to ensure the timely review of projects.

Specifically, the Planning Department is responsible for providing planning, zoning, and development-related support to the Mayor and Common Council and primary staff support to the Plan Commission, the Board of Zoning and Building Appeals, the Environmental Commission, the Franklin Complete Streets & Connectivity Committee, the Quarry Monitoring Committee, and the Parks Commission. The Department also provides assistance to the City Attorney's Office for the Community Development Authority and the Forward Franklin Economic Development Committee.

Many of the activities of the Planning Department result in ordinances and/or resolutions that are adopted by the Common Council and are incorporated into the City's rules and regulations. It can be noted that in 2014, 19 percent of the ordinances adopted by the Common Council were for projects researched/prepared by the Department (6 of 32), and 26 percent of the resolutions approved by the Common Council were for projects researched/prepared by the Department (25 of 96).

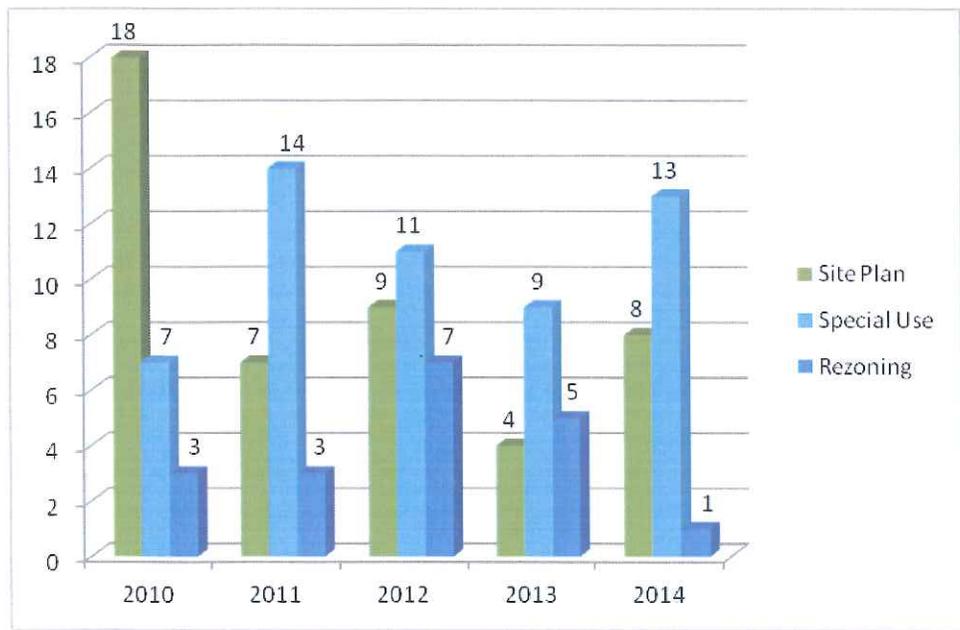
In 2014, the projects reviewed by the Planning Department, that carried forward with construction and development, had an estimated combined building construction value of about \$25.0 million. This compares to \$32.6 million of development proposed in 2013, \$26.8 million of development proposed in 2012, \$18.7 million in 2011 and about \$23.5 million in 2010.

This report provides a summary of the Planning Department's activities during 2014 related to the review of permits and applications, special projects, and community growth issues. To put the activity in some perspective, the report also contains information from previous years.

ZONING AND LAND DIVISION ACTIVITIES

The number of all zoning and land division related projects reviewed in 2014 increased to its highest total of the past ten years, with Department internal review and approvals increasing significantly. (Total figures from Project Tracking Table.)

Figure 1: Number of Applications



Site Plans

The minor site plan amendment process to allow for administrative (Planning Manager) approval of eligible minor changes to an approved Site Plan, approved via Ordinance No. 2010-2022, resulted in 19 applications in 2014 (up from 16 in 2013 and higher than the preceding years).

Site Plans and Site Plan Amendments heard at the Plan Commission increased to eight in 2014 (from four in 2013). It is appropriate to note that site plan review is often included as an integral part of other types of planning applications, such as Special Use permit and Planned Development District amendment reviews. Notable projects in 2014 included:

Victory of the Lamb, Inc. applied for a 16,000 square foot church facility, worship, and education center. Phase I completion and grand opening is tentatively scheduled for November 2015.

Development cost estimate: not yet determined



*Victory of the Lamb Phase I Worship Center
11120 West Loomis Road*



*Verdure Park
5608 West Rawson Avenue*

Blind Squirrel Development, LLC received Phase I Site Plan approval in March 2014 for an approximate 6,800 square foot single-story multi-tenant professional office building at 5608 West Rawson Avenue along one of Franklin's busiest corridors.

Development cost estimate: ~600,000

Special Uses

The number of Special Use and Special Use amendments applied for in 2014 totaled 13. Notable projects reviewed and approved in 2014 included:

January 2014 saw approval of a Special Use request by Storage Master, LLC for construction of a self storage facility of approximately 42,300 square feet and redevelopment of the property at 6951 South Lovers Lane Road (following an amendment to the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 4225 "General Warehousing and Storage" to allow such use as a Special Use in the B-5 Highway Business District). **Redevelopment cost estimate: ~\$1,860,000**



Storage Master, 6951 South Lovers Lane Road



*Academy of Performing Arts
10001 West St. Martins Road*

Redevelopment of the property located at 10001 West St. Martins Road (Stacy M. Tuschl, owner), was approved in April 2014 for The Academy of Performing Arts. The renovation of, and addition to, the existing approximate 8,300 square foot building and site will enhance the Crossroads Trade area of Franklin.

Redevelopment cost estimate: ~\$390,000



*Summit Credit Union
7750 South Lovers Lane Road*

Summit Credit Union obtained Special Use and site plan approval in May 2014 for construction of an approximate 3,600 square foot building with drive-through facility at 7750 South Lovers Lane Road within the Shoppes at Wyndham Hills development.

Development cost estimate: not yet determined

Other Special Use applications included: approval of a professional baseball stadium use at 7900 West Crystal Ridge Drive (The Rock Sports Complex, LLC); an expansion of the City of Franklin Water and Waste Water operation and maintenance facility at 5550 West Airways Avenue (City of Franklin); approval of a business use at 10179 South 57th Street (Galland Henning NoPak, Inc.); and approval of a business use at 6321 South 108th Street (Ewald Chrysler Jeep Dodge, LLC). It can be noted a Special Use was denied by the City for an application for a business use at 7220 West Rawson Avenue (Elder Sanctuary, LLC).

Rezoning

Requests for property rezoning in 2014 dropped to a five year low with a single request.

In March 2014 Rick Przybyla, of Creative Homes, Inc. gained approval to rezone a 0.13 acre site located at approximately 7901 West Imperial Drive from I-1 Institutional District to R-6 Suburban Single-Family Residence District and to combine it with the R-6 Residence District property to the south, to create a buildable residential lot. Further applications for a Certified Survey Map (approved and recorded) and Preliminary Subdivision Plat (under review) involving the property and two adjacent properties were also received.

Planned Development Districts

Three requests for amendments to Planned Development Districts were submitted in 2014, of which two were approved.

- Franklin Senior Housing, Inc. received approval to amend Planned Development District No. 22 (Clare Meadows) to provide for a one lot Certified Survey Map land division to create a single lot of record status for the area of the property supporting the existing 3-story 30 unit senior independent living apartment building for the property located at 7704 South 51st Street. (Ordinance No. 2014-2145)
- H.O.L.I.E., Inc. received approval to amend Planned Development District No. 21 (Brenwood Park) to allow for the construction of a multi-family senior housing apartment development consisting of 69 apartment units in a 3-story, approximately 77,100 square foot building for property located at 9260 West Highland Park Avenue. **Development cost estimate: \$6.5 million.** (Ordinance No. 2013-2159)
- Burke Properties applied for, but did not receive approval, to amend Planned Development District No. 25 (Woodland Trails Condominiums), to allow for the change from condominiums to a market-rate apartment development consisting of 106 apartment units for property located at approximately 51st Street and Cobblestone Way.

Certified Survey Map, Land Combination and Subdivision Plat Activity

The number of applications for land division via Certified Survey Map remains consistent with the past few years. Four Certified Survey Map applications were received and approved in 2014. Notable projects include:

- Developer Creative Homes, Inc. proposed and received Certified Survey Map approval to reconfigure 3 residential lots to four buildable lots. This will enable the developer to continue with an application for a single-family residential subdivision, Faithway Reserve, upon the largest parcel. Two of the created lots are currently buildable at this time, another contains an existing home.
- Applicants Donald and Catherine Statza received approval to subdivide their property at 9045 South 76th Street into 2 buildable single-family lots.
- Alfred L. Block received approval to divide an existing outlot that is entirely comprised of natural resources into two separate outlots. According to the applicant, the outlots will be sold to adjacent property owners that do not wish to develop the property. The lands will be protected via a Conservation Easement agreement.
- Franklin Senior Housing, Inc., which purchased the parcel at 7704 South 51st Street, received approval of a land division for Francis Woods Condominiums Phase 2.

No requests for Land Combination were received in 2014.

A Preliminary Plat for a 7 lot single-family residential development was received in 2014. This project was the subject of a rezoning as noted earlier in this report for Creative Homes, Inc. The proposed development, Faithway Reserve, is currently under review.

Board of Zoning & Building Appeals

The number of applications to the Board of Zoning & Building Appeals in 2014 increased to 7 from 6 in 2013.

Applications to the Board of Zoning and Building Appeals for 2014 included 2 requests to exceed the maximum lot coverage standard on a residential lot for new home construction, and 4 requests to vary setback and location requirements for accessory structures and building construction/additions. One request to allow for the installation of a fence in the rear yard abutting a street on a corner lot failed to receive approval.

Figure 2

<u>Board of Zoning & Building Appeals</u>	
Year	Total Applications
2010	11
2011	10
2012	9
2013	6
2014	7

Unified Development Ordinance Text Amendments

Review and recommendation of text amendments to the Unified Development Ordinance are one of the specific tasks assigned to the Planning Department. These are generally significant as they often reflect a revision of the parameters by which development may occur in Franklin. Three amendments were approved in 2014 (one of which was requested in 2013 but was approved in 2014).

- **Ordinance No. 2014-2130**, to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 4225 "General Warehousing and Storage" to allow for such use as a Special Use in the B-5 Highway Business District (Storage Master, LLC, Applicant).

► **Ordinance No. 2014-2136**, to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 6531 "Real Estate Agents and Managers" to allow for such use as a Special Use in the B-3 Community Business District (City of Franklin, Applicant).

► **Ordinance No. 2014-2141**, to amend the Unified Development Ordinance text at Section 15-10.0102 to provide for membership upon the Plan Commission of the Assistant City Engineer in the absence of the City Engineer (City of Franklin, Applicant).

Miscellaneous

Natural Resource Special Exceptions

Application for Natural Resource Special Exceptions (NRSE) applied for in 2014 fell to two after an active year in 2013 (one of which was requested in 2013 but was approved in 2014).

- The City sponsored Evergreen Street extension, initiated in 2013, involved a request to cross certain wetlands to enable the construction of a paved City street to gain access to Pleasant View Neighborhood Park. The wetland crossing was approved by the Army Corps of Engineers, the Wisconsin Department of Natural Resources, and the City of Franklin in 2014.
- As part of the Site Plan review and further development of the property at 4800 West Rawson Avenue, it became necessary for Wisconsin Electric Power Company d/b/a WeEnergies to request approval of a Natural Resource Special Exception to allow approximately 6,000 square feet of paving of the wetland buffer and 12,700 square feet of wetland setback to allow for the use of the area as part of the storage yard and staging operations. Common Council approved the request August 19, 2014.

Concept Reviews

Concept Reviews remain consistent with previous years with 6 applications in 2014. Notable projects included:

- The Rock Sports Complex, LLC presented a proposed professional baseball stadium at The Rock Sports Complex (Planned Development District No. 37) located at approximately 7900 West Crystal Ridge Drive.
- Federation of Croatian Societies, Inc. presented a proposed pavilion/community center and additional soccer fields at Croatian Park, located at 9100 South 76th Street.
- John O'Malley presented a concept review in March 2014 for a proposed senior/civic center at Orchard View Shopping Center, 7140 South 76th Street.
- In June 2014, The LaSalle Group, Inc. presented a proposal for a multi-family memory care residence facility development at 9201 West Drexel Avenue.
- Colliers International presented a proposal for Single-Family Residential and Commercial Development at approximately 11906 West Loomis Road.

Development Review Team Meetings

Slightly more than 2013, ten Development Review Team meetings were held in 2014. These meetings are intended to provide an early opportunity for all affected parties to get together to discuss the preliminary plans of a potential project. It is also intended that any major issues or opportunities identified at this meeting could then be addressed early in the project's planning stages. Staff continued to receive positive feedback from applicants regarding this optional step of the development review process.

Temporary Use

An above average number of applications for Temporary Use approvals were received and reviewed in 2014. Of the 16 application requests for Temporary Uses in 2014, seven of the requests were administratively approved by staff, while nine of the proposals were reviewed by the Plan Commission. Some notable examples included: the annual request by Home Depot U.S.A., Inc. for outdoor seasonal sales of plant goods and commodity bagged goods at 6489 South 27th Street; Gus's Mexican Cantina continued to sponsor a seasonal weekly car show at 6514 South Lovers Lane Road; and Torbenson Shows, LLC continued the Holiday Craft & Gift Expo during the Thanksgiving weekend at the Milwaukee Sports Complex at 6000 West Ryan Road.

Notable examples of new requests approved by Plan Commission in 2014 included:

- Vinton Construction Company petitioned to allow for a temporary concrete batch plant at 9410 South 76th Street.
- Hmong/American Friendship Association, Inc. petitioned for the approval to allow for a Hmong 2014 New Year Celebration at the Milwaukee County Sports Complex, 6000 West Ryan Road.

Zoning Compliance Permit

Zoning Compliance permit requests in 2014 increased to 54. Notable examples for zoning compliance permits to locate within, relocate, or expand operations in existing commercial/retail sites included:

- Indian Buffet, 7107 South 76th Street, *Indian Restaurant* **Opened: March 2014**
- Children's Hospital of WI, 7322 West Rawson Avenue, *Pediatric Primary Care Medical Clinic*,
Development Cost Estimate: \$52,000 **Opened: September 2014**
- C-Graphic LLC, 9980 South Oakwood Park Drive, *Screen and Digital Printing*, **Development Cost Estimate: \$17,400** **Opened: August 2014**
- Dollar Tree, 7150 South 76th Street, *Dollar Store/Retail*, **Development Cost Estimate: \$102,000**
Opening 2015

Building Permits

Slightly less than the 2013 level of 90, Planning Department staff reviewed 83 building permits in 2014 to verify consistency with their applicable projects previously approved by the Common Council or Plan Commission.

Zoning Enforcement

Zoning enforcement actions/complaints filed with the Planning Department increased from 26 in 2013 to 36 in 2014. It is important to note that a significant commitment of staff time is required in the research and resolution of most zoning enforcement actions.

PLANNING ACTIVITIES

In addition to the zoning, land division, and ordinance revision related responsibilities noted earlier in this report, the Planning Department is also charged with the duty of helping guide the City's long-range planning activities. While this duty is often associated with implementation of the recommendations contained within the City's Comprehensive Master Plan, other similarly important tasks are often assigned to the Department as noted below.

Comprehensive Master Plan

Adopted on October 21, 2009, the City of Franklin 2025 Comprehensive Master Plan is a guide to direct future actions of the City as they may relate to planning, zoning, land division, and official mapping. The Department reviewed two applications for amendments to the City of Franklin 2025 Comprehensive Master Plan in 2014.

▶**Ordinance No. 2015-XXXX**, to incorporate updated changes to the Comprehensive Outdoor Recreation Plan pertaining to the addition of a specialized recreational area with an all-accessible and all-inclusive playground and conservancy lands, the addition of trailway to the City's existing trail network and updated population (City of Franklin, Applicant). (Approved at Common Council January 6, 2015.)

▶An application by Franklin Square, LLC to change the Future Land Use map use designation for property located at approximately 51st Street and Cobblestone Way from Residential Use and Areas of Natural Resource Features to Residential-Multi-Family Use and Areas of Natural Resource Features (proposed Lot 2) and from Residential Use and Areas of Natural Resource Features to Commercial Use and Areas of Natural Resource Features (proposed Lot 3) was not adopted at the January 6, 2015 Common Council meeting.

Economic Development Initiatives

To maintain the City's competitiveness the City has assigned a high priority to economic development related efforts and initiatives. In November of 2014, the Mayor and Common Council approved resolutions to enter into contracts with certain consultants to explore economic development initiatives in three areas of the City,

commonly referred to as Areas A, D and G. Department of City Development staff was assigned and continues to play an active role in managing and coordinating these projects.

The City also entered into a contract with Buxton Company to provide community retail recruitment consulting services. With direction from the Economic Development Commission, Department of City Development staff is assisting the EDC and Buxton with these retail recruitment efforts.

In addition to the projects noted above, the Planning Department maintains various databases and the Business page of the City's website, and provides economic development related assistance to various boards, commissions, and other interested parties. Examples of such efforts in 2014 include:

- Continued to respond to data requests from parties representing companies looking to expand or build within or relocate to a southeastern Wisconsin community such as Franklin. These data requests are often confidential and time sensitive, and are sometimes anonymous. In many instances, these data requests require a significant amount of staff time and/or coordination with other agencies or city departments.
- Continued to provide information and data to the Community Development Authority and the Economic Development Commission to assist with their efforts towards those initiatives assigned to them.
- Planning Department staff attended the 2014 Wisconsin Economic Development Association Fall Regional Conference to continue to expand upon the Department's knowledge of economic development related tools, programs, strategies and practices. A Wisconsin legislative update and Tax Incremental Financing District update was also provided.

[Franklin Complete Streets & Connectivity Committee](#)

The Planning Department continued to staff the Franklin Complete Streets & Connectivity Committee throughout 2014. This primarily included the coordination of meetings, drafting agendas and distributing packet materials.

[Quarry Monitoring Committee](#)

The Planning Department continued to staff the Quarry Monitoring Committee, coordinate the activities of the City's quarry monitoring consultant, and respond to citizen concerns and complaints in regard to the quarry during 2014. The Planning Department also: helped prepare a quarry monitoring contract with Stantec Consulting Services Inc.; helped the City Attorney's Office prepare an update of the City's Quarry Reclamation Ordinance; and undertook site visits of the quarry.

Parks Commission

The Planning Department continued to staff the Parks commission throughout 2014. This included drafting an update to the City's Comprehensive Outdoor Recreation Plan to add a Specialized Recreation Area (special park) for an all-inclusive and all-accessible playground and adjacent conservancy lands, add 10,820 lineal feet of additional trail way to the City's existing trail network and update population data and projections to regain Franklin's eligibility for Outdoor Recreation Grants administered through the Wisconsin Department of Natural Resources.

ANTICIPATED PROJECTS IN 2015

Major projects envisioned for the Planning Department in 2015 include:

- A further amendment of PDD No. 28 to allow construction of the proposed Healing Garden and Educational Trail on the Conservancy of Healing and Heritage and adjacent properties.
- The provision of assistance towards, and review of, a proposed Kayla's Krew all-inclusive and all-accessible playground and potential City park encompassing a portion of the Victory of the Lamb property and certain MMSD lands located immediately to the west.
- Review and consideration of an update of the Reclamation Plan for the Payne & Dolan quarry.
- Review of incoming projects and applications. Submittals already under review in 2015 include:
 - Valenti Classics Color and Design Studio Special Use
 - Temporary Use for Victory of the Lamb
 - Ogden Construction Group Special Use
 - Autumn Leaves Memory Care facility Comprehensive Master Plan Amendment, Special Use and Natural Resource Special Exception applications
 - Hiller Ford Special Use Amendment, Certified Survey Map and Right-of-Way Vacation applications
 - Southbrook Church Right-of-Way Vacation, Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map and Site Plan Amendment
 - Matt Talbot Recovery Services, Inc. Site Plan application for a Community-Based Residential Facility
- Continued work on the economic development related initiatives identified by the Mayor and the Common Council. This will likely include:
 - Continued management and oversight of the feasibility studies for Areas A, G and D.
 - Continued retail recruitment efforts with assistance from the Buxton Company.
 - Continued compilation and update of a list of businesses within the City.

- Continued maintenance of the Business page, and economic development related tables, charts, and maps, on the City's website.
- Continued provision of assistance towards those other boards, commission, and staff working on economic development related initiatives, such as: a formalized economic incentives program; a business retention and recruitment program; creation of additional economic development strategies; and preparation of additional marketing materials.
- Continued staffing of and provision of assistance to the Quarry Monitoring Committee, including:
 - Coordination of the quarry monitoring consultant's activities.
 - Update and revision of the City's Nonmetallic Mining Reclamation Plan.
- Continued development of Planned Development District No. 37 (The Rock Sports Complex) is envisioned and may entail further Site Plan, Special Use, and/or PDD Amendment approvals from the City.
- Review of the Unified Development Ordinance to ensure that it continues to reflect the directives and policies of the City of Franklin. This may include specific UDO text amendments and/or a comprehensive revision of the Ordinance.

PLANNING DEPARTMENT PROJECT TRACKING

Attached is a table compiled by Planning Department staff of the types of projects which the Department reviews. The figures documented for 2014 and for past years reflect the diversity of reviewing applications.

It can be noted that a project submitted to the Department may often consist of a number of separate applications. For example a single project could include a certified survey map, a Natural Resource Protection Plan, easements, a rezoning, and a Comprehensive Master Plan amendment. The Department tracks all applications within a project separately.

Planning Department - Applications by Year

PLANNING DEPARTMENT Project Tracking	2010	2011	2012	2013	2014
COMMON COUNCIL ORDINANCES:					
UDO Text Amendments	7	5	5	3	2
CMP Amendments	4	4	3	3	2
Rezoning	3	3	5	5	1
PDD New/Amendments	0/4	0/4	2/7	0/3	0/3
Total:	18	16	22	14	8
COMMON COUNCIL RESOLUTIONS:					
Certified Survey Map/Land Combination	8/0	8/0	5/3	5/2	5/0
Plat – Condominium/Preliminary	0	1/0	1/0	1/1	0/1
Plat – Final	0	0	0	1	0
Plat – Preliminary Revised	0	0	0	0	0
Easements (Conservation , Cross Access, Releases)	5	4	2	9	10
Mitigation	0	0	0	1	0
Natural Resource Special Exception	2	0	2	5	1
Special Use / Special Use Amendments	6/1	11/3	8/3	9/0	11/2
Vacation-Street or ROW	0	0	0	0	0
Total:	22	27	24	34	30
COMMON COUNCIL ACTION:					
Concept Review	4	5	6	7	6
Determinations/Approvals not listed elsewhere	1	0	1	0	0
COMMISSION RESOLUTION:					
Building Move	0	0	0	0	1
Master Sign Program New/Amendments	0/1	0/1	0/1	0	0/1
Monument Sign/Signage	5	0/1	2/0	2/0	1/2
Site Plan/ Site Plan Amendments	3/15	1/6	0/9	2/2	2/6
Landscape Plan Approval	1	1	1	0	0
Accessory Use	0	0	0	0	0
Temporary Use: Dept/Commission approval	5/6	6/2	8/3	5/4	7/9
Total:	36	18	24	15	29
PLAN COMMISSION ACTION:					
Determinations/Approvals not listed elsewhere	0	3	0	3	2
BOARD OF ZONING & BLDG APPEALS:					
Variances	11	10	8	6	7
Non-Conforming Use	0	0	1	0	0
Area Exception	0	0	0	0	0
Total:	11	10	9	6	7
DEPARTMENT APPROVED:					
Minor Site Plan Dept Approved	2	12	18	16	19
Building Permit Review	72	59	55	90	83
NRPP Reviews: Consultant/Staff review	3/5	0/5	1/5	2/8	2/15
Home Occupation	11	6	1	4	1
Zoning Compliance	57	24	44	47	54
Zoning Letter	10	14	9	7	12
Extraordinary Event Special Event	4	4	8	4	8
Complaints	29	43	36	26	36
Total:	193	167	177	204	230
PROJECT TOTALS:	285	246	263	283	312
MEETINGS:					
Consultation Meetings	286	231	181	168	173
Boards & Commission Meetings	125**	112**	108	93	105

n/a=Not Applicable

**Corrected #

(Totals by application year)

(rev 1/12/15)med



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of April 23, 2015

Planning Department 2014 Annual Report

RECOMMENDATION: No action required, for informational purposes only.

Project Name: Planning Department 2014 Annual Report
Project Address: City-wide
Applicant: City of Franklin
Applicant Action Requested: No action required.

Introduction:

The Planning Department has prepared the attached Annual Report that documents the Department's activities during the previous calendar year. It is intended that this Annual Report be presented to the Common Council and the Plan Commission for informational purposes. Subsequent to presentation to the Common Council and the Plan Commission, it is intended that the Annual Report be placed on the Planning Department's webpage.

Data collected for the Annual Report will also be of assistance in ongoing department work programming efforts, and will be of assistance in the preparation of the department's annual budget documents.

Description/Analysis

In summary, it can be noted that in 2014:

- The number of Concept Reviews, Building Permit reviews, Special Uses and Special Use Amendments, Minor Site Plan Amendments, Zoning Compliances, and easement reviews were above historic averages.
- The number of Site Plans was consistent with historic averages.
- The number of UDO Text Amendments, Comprehensive Master Plan Amendments, Rezoning reviews, Planned Development Districts, Certified Survey Maps, Natural Resource Special Exceptions, Site Plan Amendments, and variances were below historic averages.

In addition, it can be noted that the Planning Department continued to staff and provide significant assistance to numerous boards and commissions, including in particular the Complete Streets and Connectivity and Quarry Monitoring Committees. Furthermore, and consistent with the past few years, the Planning Department continues to provide economic development assistance to numerous boards and commissions including the Community Development Authority and Economic Development Commission.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 5/19/15
Reports & Recommendations	SUBJECT: A resolution awarding the contract to First Supply in the amount of \$26,557.25 for the purchase of water main and service items and manhole frames and covers	ITEM NO. <i>G.10.</i>

BACKGROUND

The Department of Transportation (WDOT) has contracted the reconstruction of S. 27th Street, from W. College Avenue to south of W. Drexel Avenue starting this spring. The reconstruction will alter (lower) the grade of the road and expand the width. This change in cross section will affect the Utility water system and sanitary sewer system which lies along the west side of S. 27th Street within the City of Franklin.

ANALYSIS

The preliminary estimated cost of sewer and water revision was \$659,755. Bids were recently received by WDOT which total \$421,704 for this work. This bid amount, however, did not include water main and service items and manhole frame and cover materials. The City has chosen taking separate material bids to allow the specifying of selective material manufacturers consistent with material used inventoried by the City. The Water Commission, based on staff recommendation, acknowledged the resulting advantage. The estimated cost of these materials being \$30,400.

Bids previously received on April 16, 2015 were rejected due to the lack of bid bonds by both bidders.

The following three (3) bids were received with bid surety on May 14, 2015:

First Supply	\$26,557.25
Ferguson Waterworks	\$26,598.00
HD Supply Waterworks	\$28,767.00

First Supply's original bid contained an error which when corrected resulted this total that was low. First Supply acknowledged the error and corrected total.

The Water Commission reviewed the bids and recommended award of contract to First Supply in the amount of \$26,557.25.

OPTIONS

Motion to award to allow for delivery of materials in a timely matter.

FISCAL NOTE

The modification to sewer and water systems was included as part of S. 27th Street reconstruction. A budget was developed in 2014. The funds will flow through T.I.F. No. 3

RECOMMENDATION

Motion to adopt Resolution No. 2015-_____, a resolution awarding the contract to First Supply in the amount of \$26,557.25 for the purchase of water main and service items and manhole frames and covers.

RJR/sg
Encl.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - _____

A RESOLUTION AWARDED THE CONTRACT TO FIRST SUPPLY IN THE AMOUNT
OF \$26,557.25 FOR THE PURCHASE OF WATER MAIN AND SERVICE ITEMS
AND MANHOLE FRAMES AND COVERS

WHEREAS, the City of Franklin chose to furnish materials necessary for the alteration of water main and sanitary sewer as part of the reconstruction of S. 27th Street (US 241) from W. College Avenue to south of W. Drexel Avenue; and

WHEREAS, the City of Franklin has re-advertised and solicited bids for the furnishing of these materials of water main and service items and manhole frames and covers; and

WHEREAS, the low bid was from First Supply, with a bid of \$26,557.25; and

WHEREAS, First Supply are qualified material providers.

WHEREAS, it is in the best interest of the City as recommended by the City's Water Commission and staff to award the contract at the total base bid of \$26,557.25 to First Supply.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that First Supply be awarded the contract for the furnishing of water main and service items and manhole frames and covers.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with First Supply on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/sg

**PURCHASE OF WATER MAIN AND SERVICE ITEMS AND SANITARY SEWER AN MANHOLE FRAME AND COVERS
CITY OF FRANKLIN**

ITEM NO.	BID QUANTITY	UNIT	UNIT DESCRIPTION AND UNIT PRICE WRITTEN	Engineer's Estimate			First Supply			Ferguson Waterworks			HD Supply Waterworks			AVG UNIT PRICE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	5	Each	Sanitary Manhole Frame with Cover	\$367.00	\$1,835.00	\$414.00	\$2,070.00	\$610.00	\$3,050.00	\$512.00						
2	2	Each	Sanitary Manhole Cover	\$151.50	\$303.00	\$156.00	\$312.00	\$240.00	\$480.00	\$198.00						
3	38	Each	Valve Box	\$209.00	\$7,942.00	\$220.00	\$8,360.00	\$225.00	\$8,550.00	\$222.50						
4	38	Each	Valve Box Adaptor	\$72.00	\$2,736.00	\$73.50	\$2,793.00	\$74.00	\$2,812.00	\$73.75						
5	10	Each	Valve Box Extension	\$57.50	\$575.00	\$57.00	\$570.00	\$60.00	\$600.00	\$58.50						
6	11	Each	Valve Box Sidewalk Casting	\$110.75	\$1,218.25	\$112.00	\$1,232.00	\$90.00	\$990.00	\$101.00						
7	12	Each	Valve Box Top Section	\$46.50	\$558.00	\$47.00	\$564.00	\$80.00	\$960.00	\$63.50						
8	3	Each	Curb Stop (1 1/4")	\$134.00	\$402.00	\$130.00	\$390.00	\$135.00	\$405.00	\$132.50						
9	3	Each	Curb Stop (1")	\$31.50	\$94.50	\$84.00	\$252.00	\$84.00	\$252.00	\$84.00						
10	6	Each	Curb Stop Box	\$36.00	\$216.00	\$43.00	\$258.00	\$40.00	\$240.00	\$41.50						
11	1	Each	Curb Stop Paving Adaptor	\$45.00	\$45.00	\$30.00	\$30.00	\$48.00	\$48.00	\$39.00						
12	12	Each	Coupling	\$57.00	\$684.00	\$30.00	\$360.00	\$30.00	\$360.00	\$30.00						
13	2	Each	Repair Clamp	\$57.00	\$114.00	\$111.00	\$222.00	\$165.00	\$330.00	\$138.00						
14	4	Each	Hydrant	\$2,420.00	\$9,680.00	\$2,285.00	\$9,140.00	\$2,400.00	\$9,600.00	\$2,342.50						
15	30	Each	Tracer Wire Splice Connector	\$5.15	\$154.50	\$1.50	\$45.00	\$3.00	\$90.00	\$2.25						
TOTAL BASE BID (Items 1 through 15)				\$30,400.00	\$26,557.25	\$26,598.00		\$28,767.00								

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/19/2015</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO RELEASE AN IRREVOCABLE LETTER OF CREDIT TO VERIZON WIRELESS FOR COMPLETED WORK AT 5550 WEST AIRWAYS AVENUE</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11.</i></p>

BACKGROUND

In 1999, PrimeCo was issued a special use by the City of Franklin to construct personal communication service and monopole tower on the City's Sewer and Water facility located at 5550 West Airways Avenue. As part of the special use, the applicant had to issue an irrevocable standby letter of credit (ISLOC) to obtain a building permit.

Construction has been completed for many years and PrimeCo and its successor Verizon Wireless have been maintaining the ISLOLC. The applicant never asked for the ISLOC to be released and has been maintaining the ISLOC. Verizon Wireless is now asking for this release.

ANALYSIS

Staff has no outstanding issues with the construction of the improvements for the personal communication service and monopole tower on the City's Sewer and Water facility. The City should have been agreeable to release the ISLOC upon completion of the project.

OPTIONS

Approve or Deny

FISCAL NOTES

None.

REMMENDATIONS

Motion to adopt Resolution 2015-____ A Resolution to release an irrevocable letter of credit to Verizon Wireless for completed work at 5550 West Airways Avenue

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - _____

A RESOLUTION TO RELEASE AN IRREVOCABLE LETTER OF CREDIT
TO VERIZON WIRELESS FOR COMPLETED WORK
AT 5550 WEST AIRWAYS AVENUE

WHEREAS, in 1999 PrimeCo was given a special exception by the City of Franklin to construct a personal communication service and monopole tower on the City's Sewer and Water facility located at 5550 West Airways Avenue; and

WHEREAS, a condition of the special exception was to maintain a irrevocable standby letter of credit (ISLOC); and

WHEREAS, PrimeCo has satisfactorily completed construction of said construction; and

WHEREAS, PrimeCos successor Verizon Wireless has requested release of the ISLOC;

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin releases an irrevocable letter of credit maintained by Verizon Wireless for completed work at 5550 West Airways Avenue.

Introduced at a regular order meeting of the Common Council of the City of Franklin this _____ day of _____, 2015 by _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



1515 Woodfield Rd., Suite 1400
Schaumburg, IL 60173

May 12, 2015

Mr. Glen Morrow
City of Franklin
Engineering Department
9229 W Loomis Road
Franklin, WI 53132

RE: Franklin WT C#25036 ISLOC (Irrevocable Standby Letter of Credit)

Dear Glen,

Per our email and phone discussions this letter is to request release of the ISLOC that is in place for the above mentioned site. Please review the ordinance and let me know if pursuant to section 15-8.0207 we satisfactorily completed construction of this site and you approve release of the ISLOC.

If this is approved I will need a letter in return from the City of Franklin stating its approval to cancel the ISLOC. This letter will also need to be submitted to JPM along with the original LC via courier. I will need a copy of everything sent to JPM along with the courier tracking information so it can be submitted to the Verizon Treasury Department.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrice Lewis".

Patrice Lewis
Verizon Wireless Network Real Estate IL/WI
1515 E Woodfield Road 10th Floor
Schaumburg, IL 60173
Office: 847-706-7434
Fax: 847-706-7415

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 99- 4901

RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR APPROVAL OF SPECIAL USE FOR
PRIMECO PERSONAL COMMUNICATIONS, LP (PrimeCo)
5550 West Airways Avenue

WHEREAS, PrimeCo has petitioned the Common Council of the City of Franklin for a Special Use on City of Franklin Sewer and Water Facility property located in the Northwest 1/4 of Section 26, for a personal communication service (PCS) system facility and monopole tower, under a lease agreement with the City.

WHEREAS, the petitioner requested Special Use approval on property legally described as follows:

Tax Key Parcel No. 899-9990-066

Parcel 2 of Certified Survey Map No. 6167, recorded on November 16, 1995 on Reel 3673, Images 897 through 899 as Document No. 7151543, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5045 of a part of the SW 1/4 of the NW 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

WHEREAS, said petition had been duly referred to the Plan Commission of the City of Franklin for a public hearing thereof pursuant to the requirements of Section 62.23, Wisconsin Statutes, and more particularly for the use of the above described land.

WHEREAS, the Plan Commission had advertised and held a public hearing on the petition as a result of which said Commission had recommended to the Common Council that the Special Use be approved, after finding the proposal conforms to the standards for the granting of a Special Use.

WHEREAS, the conditions and restrictions for the Special Use are as follows:

1. This Special Use Permit is issued to the previously legally described property for use as:

Personal Communication Service (PCS) System Facility and Monopole Tower.

This Special Use Permit is not transferable for other uses on the subject property, not stated herein.

2. Development of said property shall be subject to the following conditions:

a. A maximum monopole height of 150 feet, with a leased base facility size of 2,400 square feet, and 12 foot wide access easement to West Airways Avenue. The development shall be limited to one, nine (9) antenna monopole and one, 130 square foot equipment structure. Any additional antennas beyond the nine (9), requested either by PrimeCo or additional carrier(s), shall only be allowed via amendment of this special use to co-locate on PrimeCo Communication monopole and to attach accessory mechanicals to the main accessory building.

b. The site shall be developed in accordance with plans dated July 21, 1999, by PrimeCo., on file in the Office of the Planning and Zoning Administrator.

- c. Pursuant to Section 15-8-0207 of the Unified Development Ordinance, said applicant shall submit an IRREVOCABLE STANDBY LETTER OF CREDIT (ISLOC) to the Planning and Zoning Administrator prior to issuance of a Building Permit. The ISLOC shall be in an amount equal to the estimated cost of all external improvements. Those improvements shall include the fence. An itemized list of the estimated cost shall be submitted to the Planning and Zoning Administrator for review and approval. Said ISLOC shall be for a duration of one (1) year, shall be in a standard City form, and shall be approved by the City Attorney. The ISLOC shall be renewed, if necessary, if construction extends beyond the one (1) year timeframe, or the City will call the ISLOC and hold the funds in escrow or apply the funds to construction completion costs or to other costs incurred by the City in obtaining such completion and/or enforcing the terms of this Resolution. The ISLOC shall be released only after written request of the developer, and after City Staff finds all external improvements satisfactorily completed. Additional funds shall be added, as part of the ISLOC or performance bond, per approval of City Attorney for remediation of facility once usage is obsolete.
- d. Applicant may assign its interests in the Special Use Permit and the lease agreement for the leasing of the proposed area to a partner, affiliate or a subsidiary of PrimeCo or a build-to-suit company. Said company shall meet all requirements of this Resolution and comply with all applicable laws, Ordinances and plans approved by the City. No other assignment or other conveyance by PrimeCo of any right or interest under this Resolution shall be valid unless approved by the Common Council.
3. Prior to commencement of any site construction, site disturbance or Building Permit issuance, the following shall be met:
- a. Applicant shall submit to Planning and Zoning Administrator evidence of the signed lease agreement between PrimeCo and the City and/or Water Utility.
- b. Applicant shall obtain a Building Permit from the Franklin Inspection Department for the monopole and 130 square foot equipment structure.
- c. Applicant shall submit for the approval of the City Engineer and Planning and Zoning Administrator, a complete Site Plan. Said Site Plan shall include a six (6) foot security fence.
- d. Applicant shall submit all Department of Commerce state requirements and all review correspondence to the Planning and Zoning Administrator.
- e. Applicant shall submit to the Office of the Planning and Zoning Administrator a certificate of insurance naming the City and the Water Utility as additional insureds, not subject to cancellation or amendment without 30 days prior written notice to the additional insureds, evidencing commercial general liability insurance insuring the Applicant and the additional insureds against liability for personal injury, death or damage to personal property arising out of Applicant's use of the premises, and insurance to be in an amount not less than \$3,000,000.00 for liability, injury or death to one or more persons and in an amount of not less than \$3,000,000.00 for property damage, prior to issuance of a Building Permit.

- f. Applicant shall submit for Plan Commission approval a general site plan indicating location, type of construction and height of tower, type of accessory structure cladding, adjacent land uses and structures, adjacent roadways, on-site parking and driveways, dimensioned setbacks for both accessory buildings and tower from property lines.
4. The following shall pertain to the continued use of the site:
 - a. Applicant shall maintain the site in an aesthetic manner at all times.
 - b. PrimeCo, or its assigns, shall allow for the co-location of two (2) additional communication users on the tower.
 - c. The use authorized under this Resolution shall at all times comply with all applicable Federal, State and local laws, rules, Codes and Ordinances (and as they may apply to health and safety: as amended), including, but not limited to Section 15-3.0805 of the Unified Development Ordinance, entitled "Wireless Telecommunications Towers and Antennas" and specifically, Subsection E thereof.
5. Prior to site operation after construction, applicant shall obtain an Occupancy Permit from the Inspection Department. Occupancy shall insure completion of all site facilities according to approved plans.
6. Pursuant to Section 15-3.0701(G)(1) of the Unified Development Ordinance, this special use shall be null and void if construction of the subject facility and monopole tower is not complete within one (1) year after approval of this Special Use Resolution.
7. Applicant shall continually conform with the parameters of this Special Use Resolution. Applicant shall be permitted to request changes to those parameters by amending this special use after required application and public hearing.
8. Construction of the monopole shall not include rungs on the first twenty (20) feet to prevent unauthorized climbing of pole.
9. All obsolete or unused facilities as described in Section 15-3.0805(H) of the Unified Development Ordinance shall be removed within 90 days of cessation of site operations, after receiving notice from the City, at the expense of the applicant.
10. Pursuant to Section 15-3.0805(H) of the Unified Development Ordinance, prior to building permit issuance, applicant shall deliver a performance bond or Letter of Credit to secure removal costs in the amount of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED that the conditions and restrictions as recommended by the Plan Commission hereinabove set forth by and the same are hereby adopted and approved as the conditions and restrictions for a PCS system facility and monopole tower.

BE IT FURTHER RESOLVED that in the event the owner does not comply with the conditions and restrictions of this special use permit following a ten (10) day notice and failure to comply, the Common Council upon notice and hearing may revoke the special use permit granted to the owner.

BE IT FURTHER RESOLVED that the violations of the terms and conditions of this Resolution shall be considered to be a violation of the Unified Development Ordinance and the penalty for such violations shall bear a maximum forfeiture of \$2,500.00, or as amended, for each violation upon conviction and a maximum sentence of ninety (90) days imprisonment if such forfeiture is not paid. Each day that such violation continues shall be a separate violation.

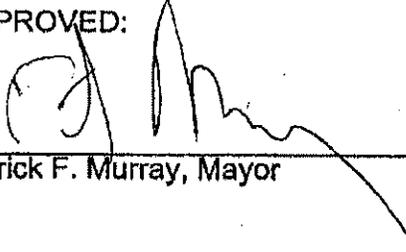
FAILURE OF THE CITY to enforce any violation is not a waiver of that or any other violation of this permit.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to record a certified copy of this resolution with the Register of Deeds for Milwaukee County, Wisconsin.

INTRODUCED this 3rd day of August, 1999, by
Alderman Taylor, as recommended by the Plan Commission.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 3rd day of August, 1999.

APPROVED:



Patrick F. Murray, Mayor

ATTEST:



Sandra L. Claus, City Clerk

AYES 5

NOES 0

ABSENT 1 (Ald. Olson)

SITE AGREEMENT

This Site Agreement ("Agreement") entered into this 14th day of October, 1997, by and between Tall - Pines LLC ("Owner"), whose address is 9640 S 60th Street, Franklin, WI 53132, in the County of Milwaukee, and PrimeCo Personal Communications, L.P., whose address is 700 W. Virginia St., Suite 300, Milwaukee, WI 53204 ("PrimeCo"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The Owner hereby leases and grants property interests ("Property") which include the following:

Existing Structure

- Building exterior space for attachment of antennas
- Building exterior space for placement of equipment of approximately usable square feet
- Space required for cable runs to connect equipment and antennas
- Non-exclusive easements required to run utility lines and cables
- Non-exclusive easement across Owner's Property (hereinafter defined) for access

Raw Land

- Real Property comprising approximately 1496' square feet
- Non-exclusive easements required to run utility lines and cables
- Non-exclusive easements for vehicular ingress and egress across and over Owner's Property for access

in or upon the Owner's real property ("Owner's Property"), located at 9640 S 60th Street, Franklin, WI 53132 Legal description on Exhibit "A" attached hereto and subject to the site drawing shown and described on said Exhibit "B" shall constitute PrimeCo's Communications Facility ("Communications Facility").

2. **TERM.** The term of this Agreement shall be Five (5) years, with the first year commencing on the date PrimeCo begins construction of PrimeCo's Communication Facility ("Commencement Date") and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. PrimeCo shall have the right to extend the Term for Four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term, unless PrimeCo notifies Owner in writing of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. **RENT.**

A. PrimeCo shall pay Rent to Owner in annual payments in the amount of Eight Thousand and Five hundred and 00/100 Dollars (\$8,500.00) ("Rent") on the Commencement Date and on the anniversary of the Commencement Date thereof.

B. For any Renewal Term, the annual rent shall be:

Renewal Terms	Annual Rent
Years 6 -10	\$ 10,200.00
Years 11-15	\$ 12,240.00
Years 16-20	\$ 14,688.00
Years 21-25	\$ 17,626.00

4. **USE.** PrimeCo may use the Property for the purpose of installing, removing, replacing, maintaining and operating a Communications Facility. Owner shall provide PrimeCo with twenty-four (24) hour, seven (7) day a week, year-around access to the Property.

In addition to the use set forth above, PrimeCo, its agents and contractors, are granted the right to enter upon the Owner's Property and conduct such studies, at PrimeCo's expense, as PrimeCo deems necessary to determine the Property's suitability for PrimeCo's Communications Facility. These studies may include surveys, soil tests,

environmental assessments and radio wave propagation measurements. Owner shall assist PrimeCo in complying with zoning and building regulations and land use. Owner shall execute all documents required in furtherance of PrimeCo's intended use of the Property.

5. **TAXES.** PrimeCo shall pay all personal property taxes assessed against the Communications Facility. Owner shall timely pay all real property taxes and assessments against the Owner's Property.

6. **UTILITIES.** Payment for electric service and for telephone or other services to the Communications Facility shall be PrimeCo's responsibility. Owner agrees to cooperate with PrimeCo in its efforts to obtain utilities from any location provided by Owner or servicing utility. PrimeCo shall either separately meter or submeter all utilities used by PrimeCo.

7. PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY.

All personal property and fixtures of PrimeCo shall be removed by PrimeCo upon the expiration or termination of this Agreement, and the Site shall be restored, reasonable wear and tear excepted and except loss by casualty or other causes beyond PrimeCo's control, within thirty (30) days of the expiration or termination of this Agreement. PrimeCo shall remove all foundations to a depth of 2' (two feet) below ground level. The Communications Facility and all related equipment and antennas shall remain the personal property of PrimeCo, shall not be deemed to be permanently attached to the Site, and shall be maintained and repaired solely by PrimeCo.

8. **INSURANCE.** PrimeCo shall maintain, at its sole cost during the term of this Agreement, commercial general liability insurance insuring PrimeCo and Owner against liability for personal injury, death or damage to personal property arising out of the use of the Site by PrimeCo. Such insurance shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or death to one or more persons and in an amount of not less than One Million Dollars (\$1,000,000.00) for property damage. Owner shall be added to the

policy as an additional insured. PrimeCo reserves the right to satisfy the insurance requirements herein through self insurance.

Owner shall maintain general liability insurance insuring Owner against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Owner's Property by Owner or its agents, with combined single limits of not less than One Million Dollars (\$1,000,000.00).

Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policy(s) which the releasing party carries with respect to the Property or the Owner's Property, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section shall contain a Waiver of Subrogation in favor of the other party hereto.

9. INDEMNITY.

a. PrimeCo agrees to indemnify and hold Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of PrimeCo's occupancy, use, installation or maintenance of its Communications Facility, excepting the acts, omissions, negligence or misconduct of Owner or Owner's employees or agents.

b. Owner agrees to indemnify, defend and hold PrimeCo, its directors, officers, employees, agents and affiliates harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the current condition, use and/or occupancy of the Site by Owner, or Owner's employees, agents, contractors, subcontractors or invitees or the acts, omissions, negligence or misconduct of any of them.

10. CONDITION OF PROPERTY, COMPLIANCE WITH LAW. Owner represents that Owner's Property (including, without limitation, the location for the Communications Facility) and all improvements thereto, are in compliance with all building life/safety, disability and other laws, codes and regulations of any

governmental or quasi-governmental authority. PrimeCo agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by PrimeCo on the Property and all of the operations of PrimeCo within the Property shall be in compliance with all applicable laws, codes and regulations.

11. **TERMINATION.** This Agreement may be terminated by PrimeCo at any time, in its sole discretion, by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. In addition, this Agreement may be terminated by PRIMECO, upon giving written notice to Owner, if: (a) PrimeCo cannot obtain or is unable to renew all permits, licenses, easements or other approvals ("Approval") required for the use of the Property, whether by cancellation, expiration lapse, withdrawal or termination; or (b) Owner fails to execute requested non-disturbance agreement or subordination agreement; or (c) Owner does not have legal and sufficient ownership or authority to enter into this Agreement; or (d) PrimeCo determines that the Owner's Property contains hazardous substances; or (e) PrimeCo determines that the Property is not appropriate for its operations for economic or technological reasons. Upon termination Owner shall promptly refund to PrimeCo any prepaid rent for the unused portion of the current lease term.

12. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste (collectively "Substance") on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. PrimeCo shall not introduce any Substance in violation of any applicable federal, state or local law or regulation. Owner shall hold PrimeCo harmless from and indemnify PrimeCo against any damage, loss, expense, response costs, or liability, including consultants' fees and attorneys' fees resulting from the presence of any Substance on, under or around the Owner's Property as long as the Substance was not introduced by PrimeCo, its employees, agents or contractors. Owner, its employees, agents or contractors shall not introduce any Substance in

violation of any applicable federal, state or local law or regulation to the Property.

13. **CASUALTY.** In the event that all or substantially all of the Owner's Property or the Communications Facility is damaged by any casualty and such damage adversely affects PrimeCo's use of the Property, this Agreement shall terminate as of the date of the casualty if PrimeCo gives written notice of termination within thirty (30) days after PrimeCo receives notice of such casualty.

14. **CONDEMNATION.** In the event that all or substantially all of Owner's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of the taking, and any excess prepaid rent shall be promptly repaid to PrimeCo.

15. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

16. **QUIET ENJOYMENT.** PrimeCo, upon payment of the rent, shall peaceably and quietly have, hold and enjoy the Property. Owner shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communications services being rendered by PrimeCo from the Property. Except in cases of emergency, Owner shall not have access to the Communications Facility unless accompanied by PrimeCo personnel as described in Exhibit "B".

17. **SUBORDINATION and NON-DISTURBANCE.** At Owner's option, this Agreement shall be subordinate to any

mortgage by Owner which from time to time may encumber all or any part of the Site, provided that every such mortgagee shall recognize (in writing and in a form acceptable to counsel for PrimeCo) the validity of this Agreement in the event of a foreclosure of Owner's interest and also the right of PrimeCo to remain in occupancy and have access to the Site as long as PrimeCo is not in default of this Agreement. PrimeCo shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Agreement, there is any mortgage, deed of trust, ground lease or other similar encumbrance affecting Owner's property, Owner agrees to use commercially reasonable best efforts in cooperating with PrimeCo in obtaining from the holder of such encumbrance an agreement that PrimeCo shall not be disturbed in its possession, use and enjoyment of the Site.

18. **DEFAULT.** Except as expressly limited herein, Owner and PrimeCo shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, nevertheless, this Agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default.

19. **MISCELLANEOUS.**

A. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. If the Property is held in a trust, the Owner shall execute a written direction to the Trustee to execute the Site Agreement and other required documents as deemed necessary by PrimeCo.

B. This Agreement may be signed in counterparts by the parties hereto.

C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and PrimeCo.

D. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

E. Before the Commencement Date, Owner shall execute, acknowledge and deliver to PrimeCo for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "C". Owner hereby grants PrimeCo the right to insert the Effective Date of the Site Agreement into the Memorandum after execution of the Memorandum.

F. PrimeCo may assign this Agreement at any time without Owner's consent provided that the assignee assumes all obligations arising under this Agreement. PrimeCo may sublease any or all of the Communications Facility without Owner's consent provided that the sublessee assumes all obligations arising under this Agreement.

G. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally-recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

H. This Agreement shall be construed in accordance with the laws of the State where the Communications Facility is located.

I. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

J. This Agreement supersedes all prior discussions and negotiations and contains the full and complete agreement and understanding between Owner and PrimeCo. All Exhibits and Attachments are incorporated herein by reference.

K. Riders A are attached here to and are incorporated into and made a part of this

Site Agreement.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on this 14th day of October, 1997.

OWNER

Individual

By: Davenie J. Stimac

Print Name: DAVENIE J. STIMAC

Date Executed: 10-15-97 *Owner/Partner*

Social Security No.: 387-26-7034

Name of entity

By: Christina Stimac

Print Name: Christina Stimac *Owner/Partner*

Its: 10-15-97

Federal ID No.: 301-54-6497

Witnesses:

1. _____

Print Name: _____

2. _____

Print Name: _____

Address of Owner

Telephone No.: _____

Facsimile No.: _____

PRIMECO

PRIMECO PERSONAL COMMUNICATIONS, L.P.

By: Tony W. Riek

Its: Technical Director

Date Executed: 11/21/97

Address of PRIMECO:

PrimeCo Personal Communications, L.P.
Suite 300
Milwaukee, Wisconsin 53204
Attn: Director of Site Acquisition

With copy to:

PrimeCo Personal Communications, L.P.
Suite 1100
Mascoutah, Illinois 60143
Attn: Associate General Counsel

Witnesses:

1. Anne-Marie McKenzie

Print Name: Anne-Marie McKenzie

2. _____

Print Name: _____

EXHIBIT "B" TO SITE AGREEMENT

SKETCH AND DESCRIPTION OF PROPERTY:

SEE ATTACHMENT

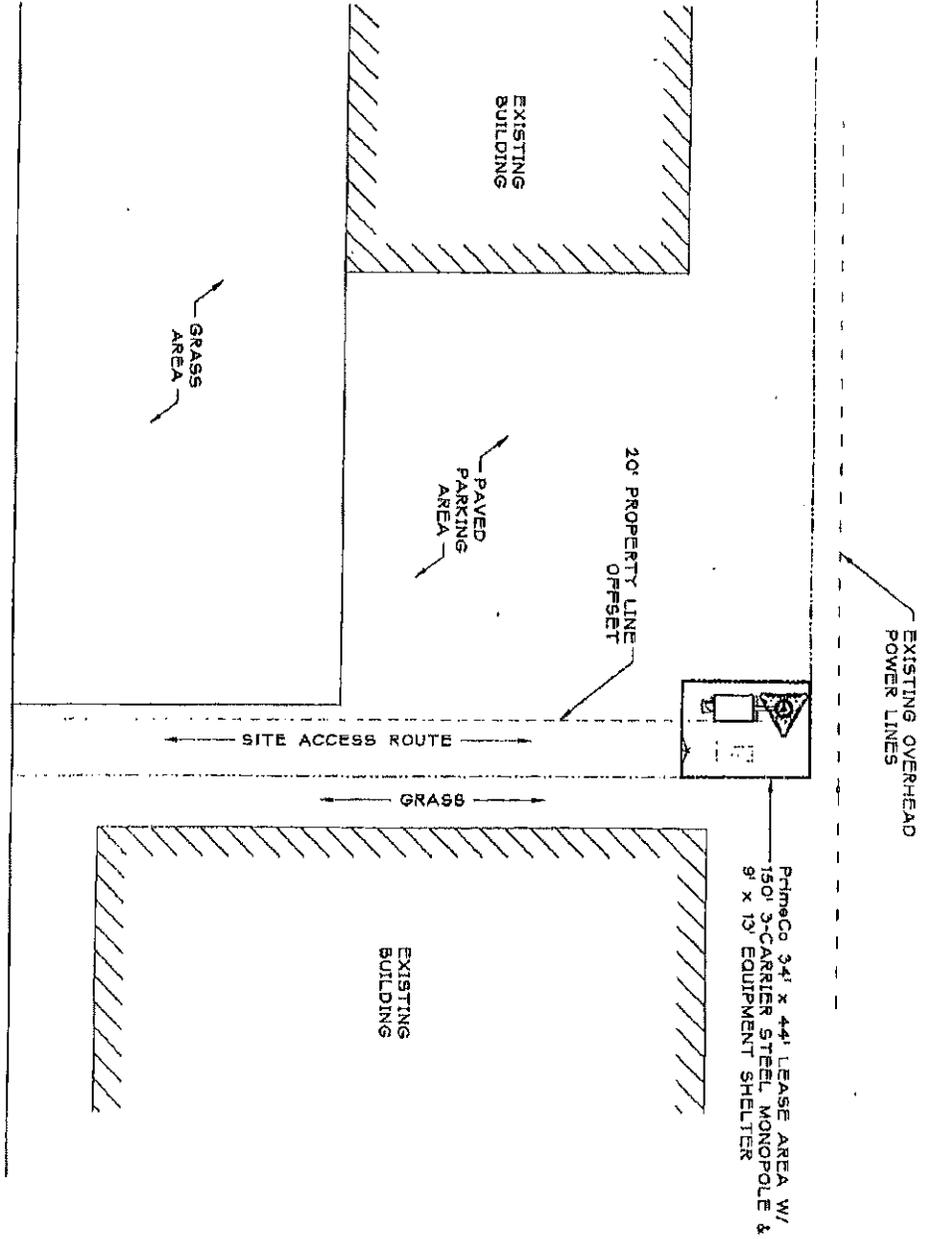
Notes:

1. *This Exhibit shall be replaced by a land survey of the Owner's Property and/or Construction Drawings at PrimeCo's sole cost and expense, together with non-exclusive easements for ingress and egress across Owner's Property to the Property, utility lines, and cables to service the Property.*
2. *Width of access easements, shall be the width required by the applicable governmental authorities, including police and fire departments.*



1 SITE PLAN
P. 47

SOUTH 60th STREET



Sheet Description	
Site Number	14.707E
Date	10/08/97
Drawn by	BM
Sheet	1
of	5

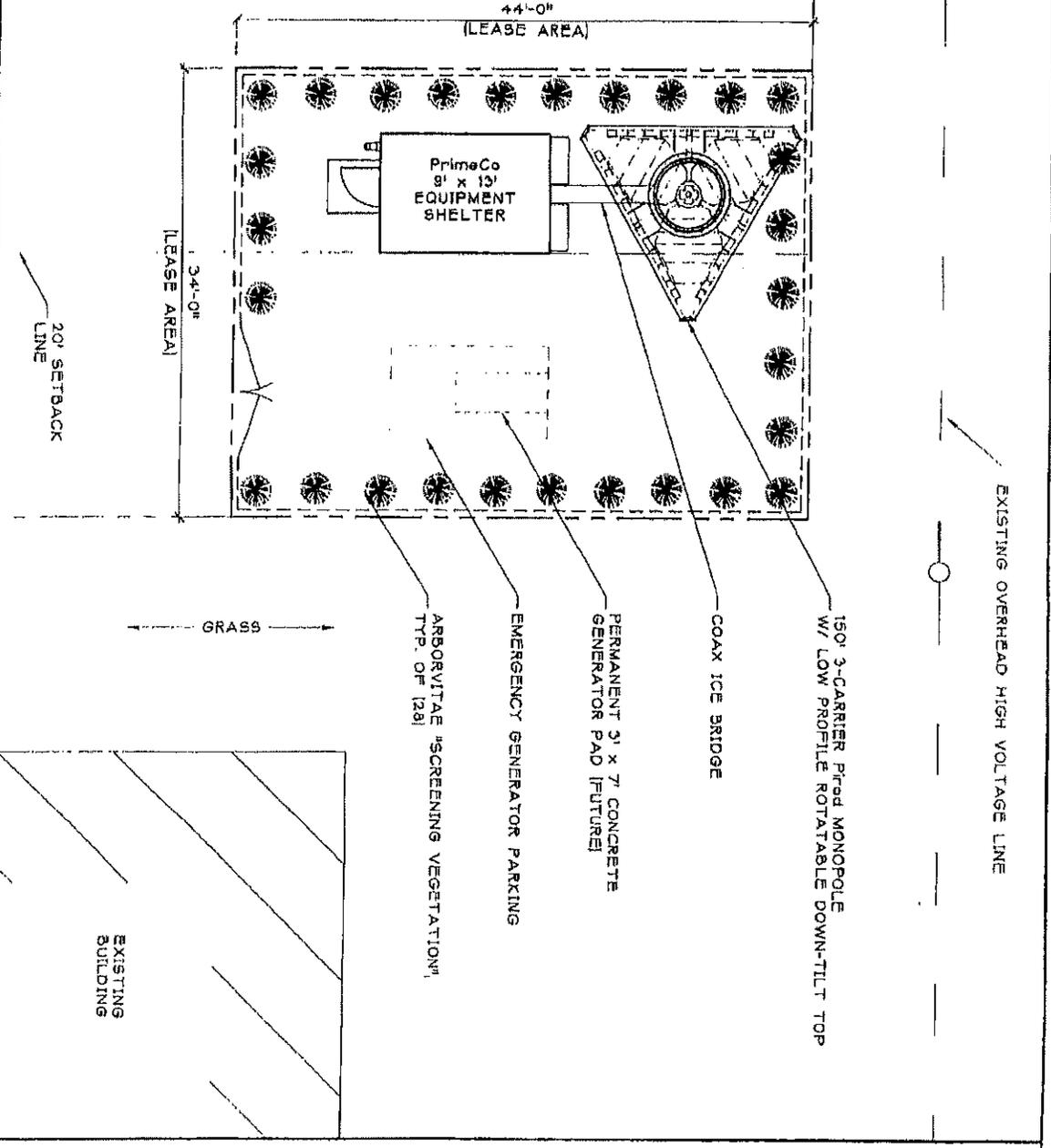
Project Title and Address

IDEAL PARTS

9840 S. 80th STREET
FRANKLIN, WI

PRIMECO
NATIONAL CORPORATION

1 LANDSCAPE PLAN
 VET. L.C.

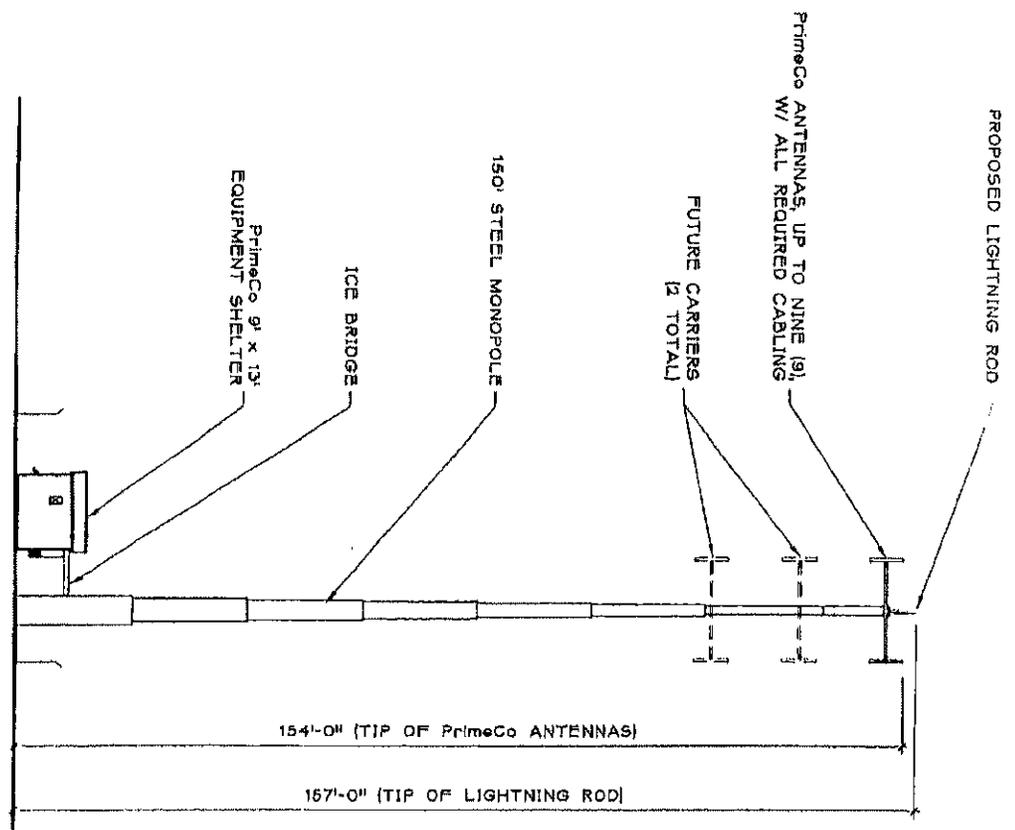


Sheet No. 3 of 5
 Date: 10/08/97
 Scale: 1" = 10'-0"

Project Site and Address
IDEAL PARTS
 9640 S. 80th STREET
 FRANKLIN, WI



1 SOUTH ELEVATION
T & 20'



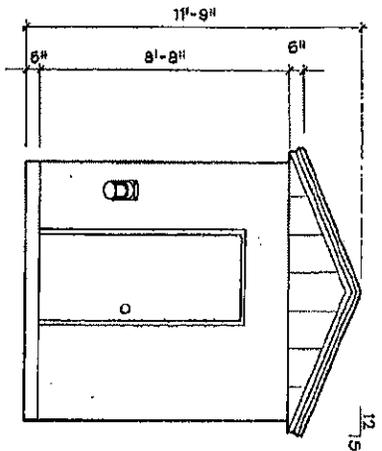
Sheet Description	
SITE ELEVATION "SOUTH"	Sheet
14-707E	4
Date 10/03/97	of 5
Drawn By: B.M.	

Project Title and Address

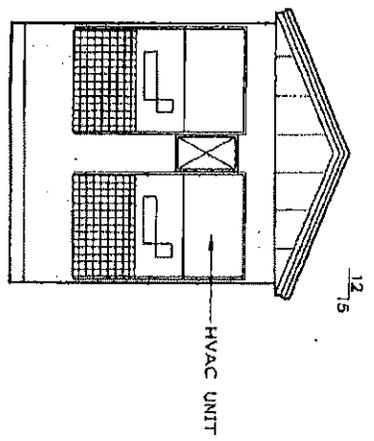
IDEAL PARTS

9640 S. 60TH STREET
FRANKLIN, WI

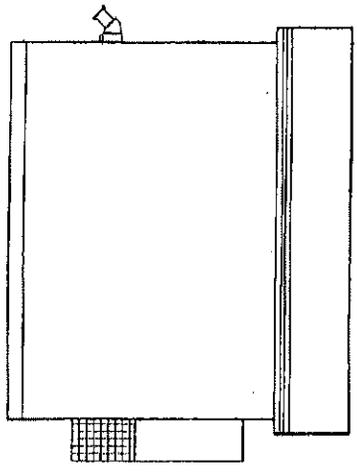




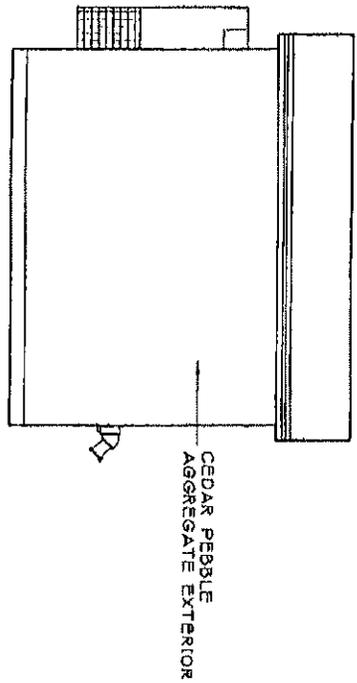
1 FRONT ELEVATION
V/C = 1/8"



3 REAR ELEVATION
V/C = 1/8"



2 RIGHT ELEVATION
V/C = 1/8"



4 LEFT ELEVATION
V/C = 1/8"

Project Title and Address

IDEAL PARTS

9640 S. 60th STREET
FRANKLIN, WI



Sheet Number	14-707E	Sheet	5
Date	10/08/97	Scale	5' = 1'
Drawn by	SLM		

Sheet Description
TRACHTE ELEVATIONS

Lease Rider "A"

This Lease Rider is attached to and made a part of that certain Site Agreement entered into between Tall-Pines LLC, ("Owner") and PrimeCo Communications, L.P. ("PrimeCo.")

BOND. PrimeCo shall provide a bond, naming Tall-Pines LLC ("Owner") as beneficiary, in the amount of \$10,000.00 dollars to remove the 150' ft. monopole, attached antenna, antenna support structures, facilities, buildings, fences and driveways, and restore the site, as near as practicable, to its current conditions, reasonable wear, tear and damage not caused by PrimeCo accepted.

TERM. Owner has the option to terminate this Site Agreement if PrimeCo has not either commenced construction of or commenced paying rent for the Communications Facility by 4-15-98 ("Drop Dead Date"), provided that Owner gives PrimeCo 30 days written notice, after the drop Dead Date, of Owner's election to terminate this Site Agreement. All notices must be sent by United States Mail, postage prepaid, certified or registered with return receipt or by any nationally-recognized overnight courier service to the address set forth in this Agreement. During this 30 day notice period, PrimeCo may commence this lease by either payment of rent or commencing of construction. If Owner has not exercised this option by 5-15-98, then Owner shall have waived the option to terminate this Site Agreement under the terms and conditions stated above.

CO-LOCATION. PrimeCo shall negotiate in good faith and due diligence to allow additional users, sub tenants or sub licensees on the leased premises. Owner shall rent additional ground space to additional users and shall retain 100% of such rent.

Darwin J. Stenai
Christina Stenai
Lynne W. Reich
11/21/97

0707-E

Final 3/23/98

~~DRAFT~~
3/13/98

FIRST AMENDMENT TO SITE AGREEMENT

This First Amendment to Site Agreement (this "Amendment") is made and entered into as of the 23 day of March, 1998 by and between Tall Pines LLC ("Owner") and PrimeCo Personal Communications, L.P. ("PrimeCo").

Owner and PrimeCo are parties to that certain Site Agreement dated October 14, 1997 (the "Site Agreement") for premises located at 9640 S. 60th Street, Franklin, Wisconsin, 53132 as described herein.

Owner and PrimeCo desire to amend the Site Agreement in order to allow for PrimeCo to ultimately select one of two alternative sites on the Owner's property in light of recent developments in the permitting process with the City of Franklin.

Section 1 of the Site Agreement contemplated Owner granting PrimeCo property interests in that portion of the Owner's Property described in Exhibit A-I hereto as "Ideal Parts I".

The "Ideal Parts I" site for PrimeCo's Communications Facility is currently the subject of litigation between PrimeCo and the City of Franklin.

Owner has agreed with PrimeCo to make available an alternate site on Owner's Property for PrimeCo's Communication Facility which site is described on Exhibit A-I hereto as "Ideal Parts II".

The "Ideal Parts II" site has been submitted by PrimeCo to the City of Franklin for consideration and approval, and such action is pending.

Owner and PrimeCo also desire to clarify several additional terms and conditions in the Site Agreement.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and PrimeCo amend the Site Agreement in the following respects only:

1. Section 1 of the Site Agreement is amended to read as follows:

1. PROPERTY. The Owner hereby leases and grants property interests ("Property") which include the following:

Raw Land/Ideal Parts I

- Real Property comprising approximately 1496 square feet; and
- Non-exclusive easements required to run utility lines and cables; and
- Non-exclusive easements for vehicular ingress and egress across and over Owner's Property for access; all as described on Exhibit A,

in or upon Owner's real property ("Owner's Property"), located at 9640 S. 60th Street, Franklin, Wisconsin, 53132 legally described on Exhibit A attached hereto and subject to the site drawings shown and described on Exhibit B shall constitute PrimeCo's Communications Facility ("Communications Facility"). PrimeCo shall notify Owner in writing as to whether it is proceeding with the Ideal Parts I or Ideal Parts II site within 30 days of approval of either site by the City of Franklin.

OR AT PRIMECO'S OPTION

Raw Land/Ideal Parts II

- Real Property comprising approximately 1,240 square feet; and
- Non-exclusive easements required to run utility lines and cables; and
- Non-exclusive easements for vehicular ingress and egress across and over Owner's Property for access; all as described on Exhibit A,

in or upon Owner's real property ("Owner's Property"), located at 9640 S. 60th Street, Franklin, Wisconsin, 53132 legally described on Exhibit A attached hereto and subject to the site drawings shown and described on Exhibit B shall constitute PrimeCo's Communications Facility ("Communications Facility"). PrimeCo shall

notify Owner in writing as to whether it is proceeding with the Ideal Parts I or Ideal Parts II site within 30 days of approval of either site by the City of Franklin.

- 2. Exhibit A and Exhibit B to the Site Agreement shall be amended as contemplated in Section 1 above, substituted and attached to the original Site Agreement(s) held by Owner and PrimeCo.
- 3. The "Term" provision in Lease Rider "A" to the Site Agreement is hereby deleted and of no further force and effect.
- 4. The "Co-Location" provision in Lease Rider "A" to the Site Agreement is hereby revised to read as follows:

CO-LOCATION. PrimeCo shall negotiate in good faith and due diligence to allow additional users, sub tenants or sub licensees on PrimeCo's tower and shall retain 100% of such tower rent. Owner shall negotiate in good faith and due diligence to rent additional ground space to such additional users, sub tenants or sub licensees and shall retain 100% of such ground rent.

The entire agreement of the parties is set forth in this Amendment and in the Site Agreement as amended hereby. Except as herein provided, all the terms and provisions of the Site Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the day and year first written above.

Owner:
Tall Pines LLC

PrimeCo:
PrimeCo Personal Communications, L.P.

By: Christina Stima

By: Larry W. Rick

Print Name: Christina Stima

Larry W. Rick
Technical Director

Its: Owner/Partner

By: Dawnie J. Stima

Print Name: DAWNIE J. STIMA

Its: Owner/Partner

WATER TOWER LEASE AGREEMENT

On this date March 19, 19 96 the City of Franklin and the City of Franklin Board of Water Commissioners, hereinafter collectively "FRANKLIN", and PCS PrimeCo L.P., hereinafter "PCS", have entered into a Lease Agreement, hereinafter "Lease", in which FRANKLIN will lease to PCS space on and adjacent to FRANKLIN's water tower, located at 8909 West Drexel Avenue, Franklin, Wisconsin, for the placement of a communications antenna facility.

TERMS OF THE LEASE

In consideration of the terms and covenants of this Lease Agreement, and for other good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** FRANKLIN leases to PCS space on and adjacent to FRANKLIN's water tower at 8909 West Drexel Avenue in the City of Franklin. The space will be used for telecommunication purposes, including the following uses: 1) to attach up to twelve (12) of PCS' panel type antennas around the stem of the water tower; 2) to locate an equipment shelter near the base of the water tower; 3) to connect the antennas to the equipment shelter with heavy duty coaxial cable; 4) to connect the equipment shelter with electric and telephone utilities; and 5) to access the installation by truck or foot for maintenance and installation purposes. Exhibit "A" contains the legal description of the FRANKLIN property which includes the leased premises. Exhibit "B" describes the equipment PCS will place upon the leased premises. Exhibit "C" describes the space on FRANKLIN's water tower, being a portion of the leased premises. Exhibit "D" describes the area of FRANKLIN property at the base and adjacent to FRANKLIN's water tower, being the remaining portion of the leased premises. Exhibit "E" includes the utility easements granted by FRANKLIN to allow for PCS' installation on the leased premises.

2. **Term of Lease.**

a. The term of Lease is five (5) years, commencing upon FRANKLIN's receipt of a copy of Lease signed by both FRANKLIN and PCS, the "Commencement Date". If the Commencement Date does not occur prior to January 1, 1997, FRANKLIN may declare Lease and all pertaining approvals null and void. The Lease will terminate at Midnight on the fifth annual anniversary of the Commencement Date, unless extended. PCS shall have the right to extend this Lease for four (4) additional five-year terms, subject to all the terms and conditions of this Lease.

b. This Lease shall be renewed automatically for each successive renewal term unless either party notifies the other of such party's intention not to renew the Lease at least six (6) months prior to the expiration of the relevant term. Such notice may not be given merely to negotiate lease terms that differ from those found herein.

c. If, at the end of the fourth (4th) five (5) year extension term, this Lease has not been terminated by either party as specified herein, this Lease shall continue in force upon the same covenants, terms, and conditions for a further term of one (1) year and for annual terms thereafter until terminated by either party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. **Rent.**

a. Annual rent will be nine thousand dollars (\$9,000.00) for the first year, increased annually thereafter, including for any annual terms after the fourth (4th) five (5) year extension term, by the Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. City Average). Rent shall be delivered on the Commencement Date and every anniversary thereafter to City of Franklin Clerk, 9229 West Loomis Road, Franklin, Wisconsin or as otherwise designated by FRANKLIN.

b. If this Lease is terminated at a time other than on the last day of a year, rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of rent or other breach by PCS causing damage to FRANKLIN, all prepaid rents shall be refunded to PCS.

4. **Compliance with Laws.** PCS may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to PCS by the Federal Communications Commission ("FCC") and for the storage of related equipment in accordance with the provisions of this Lease. PCS shall use the leased premises in compliance with all federal, state, and local laws and regulations. If for any reason PCS' use of the leased premises fails to comply with any federal, state, or local law and PCS fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. FRANKLIN agrees to reasonably cooperate in providing access to the premises or information subject to law, with PCS in obtaining, at PCS' expense, all licenses and permits from other governmental agencies required for PCS' use of the leased premises.

5. **Installation of Improvements, Access, Utilities.**

a. PCS shall have the right, at its sole cost and expense, to install, operate, and maintain the antenna facility and all of the equipment, personal property, and facilities on the leased premises described in Exhibits "A", "C", and "D". PCS' installation of all such equipment, personal property, and facilities shall be done according to plans approved by FRANKLIN, including construction plans and drawings set forth under Paragraph 5.f. below, copies of which are annexed and incorporated herein as Exhibit "F", and no equipment or property shall be subsequently moved without FRANKLIN's approval. Equipment Cabinet shall be subject to architectural review by FRANKLIN. The costs FRANKLIN incurs in obtaining reasonable engineering or structural studies to provide such approval will be paid by PCS within 30 (Thirty) days of receipt by PCS of detailed invoice for same. The Antenna Facilities shall remain the exclusive property of PCS, subject to the provisions of Paragraph 7 of this Lease. FRANKLIN's approvals required herein shall not be unreasonably withheld or delayed.

b. PCS may update or replace the Antenna facilities from time to time with the prior written approval of FRANKLIN provided that the replacement facilities would not create any adverse environmental impacts, are not greater in number or size, or lesser in reasonable aesthetic quality than the existing facilities, and provided that their location is satisfactory to FRANKLIN. PCS shall submit to FRANKLIN a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for FRANKLIN's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by PCS within 30 (Thirty) days of receipt by PCS of detailed invoice for same.

c. At all times during this Lease, PCS shall have access to the Equipment Shelter and to the base of the water tower at no additional charge to PCS.

d. If PCS requires access to the stem of the water tower, PCS shall contact the Utility Manager at the following phone number: (414) 425-7510. PCS will pay FRANKLIN the rate of pay customarily paid to the person who provides PCS with access to the site, taking into consideration any overtime factors, within 30 (Thirty) days of receipt by PCS of detailed invoice for same.

e. PCS shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the leased premises and shall pay all costs associated therewith.

f. PCS shall provide FRANKLIN with "as built" drawings of the equipment installed on the water tower and improvements installed on the property which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the water tower. A site plan will be provided showing the proposed placement of the building.

g. PCS shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

h. PCS agrees that the installation of any leasehold improvement will be completed in a neat and workmanlike manner consistent with sound engineering practices.

i. A landscaping plan for the site will be proposed and approved by FRANKLIN prior to the Commencement Date. PCS shall maintain it's landscape according to the approved landscape plan.

j. FRANKLIN will notify PCS at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted. FRANKLIN will select, after information input from PCS, which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting the water tower: 1) Shortly before the painting date, PCS will place a temporary antenna array on a crane parked near the site. PCS will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting is finished, PCS will then re-attach the antennas where they were and will have them painted to match the newly painted water tower. 2) The painting contractor will bid on the cost of painting the tower without the Antenna Facility. The contractor will then bid on the cost of painting the tower with PCS' antennas left in place. The contractor will then proceed to paint the tower with PCS' antennas left in place. PCS will reimburse FRANKLIN for the difference between the two bids within 30 (Thirty) days of receipt by PCS of detailed invoice for same.

k. Any additional costs for servicing or maintaining the water tower that are due to the presence of the installation of the building, or any other equipment, including additional driveway asphalt and snow plowing/ice control, will be the responsibility of PCS and shall be paid by PCS within 30 (Thirty) days of receipt by PCS of detailed invoice for same.

6. **Interference.**

a. PCS' installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with FRANKLIN's water tower operations or related repair and maintenance activities. FRANKLIN, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with PCS' leasehold improvements as may be necessary in order to carry out any of such activities. FRANKLIN agrees to give reasonable advance notice of such activities to PCS and to reasonably cooperate with PCS to carry out such activities with a minimum amount of interference with PCS' transmission operations. In the event it is determined that interference exists with the structure of the water tower or any of it's components, PCS shall provide immediate relief from interference at their sole expense.

b. PCS' installation, operation, and use of its transmission facilities under this Lease shall not interfere in any way with the broadcasting activities of any other person or entity having an antenna or transmission facility on the Franklin Water Tower including, but not limited to, the broadcasting activities of the City of Franklin, its police and fire departments, and any other municipal broadcasting use. Should any such interference by PCS occur, PCS shall take all actions necessary to abate and remove such interference forthwith and at the sole cost and expense of PCS. As used within this Lease, "interference" with a broadcasting activity means interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC, as amended from time to time, or an impairment of the quality of either sound or picture signals on a broadcasting activity in any material portion of the protected service area (as such area is defined by the FCC at the time of such activity), as compared with that which would be obtained if no other broadcaster were broadcasting from the Franklin Water Tower or had any equipment at such location.

c. FRANKLIN shall not guarantee to PCS exclusive use of or non-interference with PCS' transmission operations, provided, however, that in the event any other party requests permission to place any type of additional antenna or transmission facility on the tower or the Property, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with PCS' transmission operations. If FRANKLIN receives any such request, it shall submit the proposal to PCS for review for non-interference. PCS shall have thirty days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty day period shall be deemed consent by PCS to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between FRANKLIN and PCS regarding the proposed

additional installation and its potential for interference with PCS' transmission operation shall be resolved by submitting the issue for decision to a qualified and unrelated third party mutually agreed upon by FRANKLIN and PCS, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne by PCS. In the event that FRANKLIN and PCS are unable to agree upon such third party, either party may commence action in the Milwaukee County Circuit Court to obtain relief.

7. Termination.

a. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

2) By PCS, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or PCS' business;

3) By PCS, if the Property is or becomes unacceptable under the PCS' design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong;

4) By FRANKLIN, forthwith, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or

5) By FRANKLIN, forthwith, if PCS' use of the Property becomes illegal under any federal, state or local law, rule or regulation, including the power density of emissions in excess of safety levels with respect to human exposure to radio frequency and electromagnetic fields as set forth in ANSI standards or any other State or Federal Regulation, or if PCS fails to abate and remove any interference caused by PCS as required under this Lease.

b. If the water tower is destroyed, dismantled, or removed this Lease Agreement shall automatically terminate unless, in its sole discretion, FRANKLIN decides to construct a similar replacement water tower at the site of the existing water tower, whereupon PCS shall have the right, upon 30 (Thirty) days prior notice to FRANKLIN, to continue this Lease and to place PCS' antenna and appurtenance on top of the new replacement water tower, when available, at PCS' cost and pursuant to the terms and conditions of this Lease Agreement.

c. Upon termination of this Lease for any reason, PCS shall remove all of its leasehold improvements from the water tower and the Property within sixty (60) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease, reasonable wear and tear excepted, all at PCS' sole cost and expense. Any such property which is not removed by end of said sixty (60) day period shall become the property of FRANKLIN.

8. Insurance.

a. PCS shall provide Comprehensive General Liability Insurance coverage against claims for personal injury and property damage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per claim by a single person, and Three Million Dollars (\$3,000,000.00) aggregate, and name FRANKLIN as an additional insured on such policy or policies. PCS may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy if such insurance or policy meets the requirements herein. Proof of such insurance shall be made to FRANKLIN upon its demand and such coverage amounts shall not be reduced by any claims unrelated to the potential liabilities covered under this lease.

b. PCS shall provide to FRANKLIN, prior to the Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above. Said certificate shall also provide that the coverage may not be canceled, nonrenewable, or materially changed without thirty (30) days prior written notice to FRANKLIN.

9. **Damage or Destruction of Property.** If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in PCS' judgment to hinder its effective use of the Antenna Facilities, PCS may elect to terminate this Lease upon thirty (30) days written notice to FRANKLIN. In the event PCS elects to terminate the Lease, PCS shall be entitled to reimbursement of any prepaid Rent applicable to any period of time after such termination.

10. **Condemnation.** In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, PCS shall not be entitled to any portion of the award paid for the taking and FRANKLIN shall receive the full amount of such award, PCS hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to FRANKLIN, PCS shall have the right to claim and recover from the condemning authority, but not from FRANKLIN and FRANKLIN makes no warranties or representations whatsoever as to any such right of recovery, such compensation as may be separately awarded or recoverable by PCS on account of any and all damage to PCS' business by reason of the taking and for or on account of any cost or loss to which PCS might be put in removing and relocating its leasehold improvements.

11. **Indemnification.** PCS agrees to indemnify, defend, and hold harmless FRANKLIN and its elected officials, officers, employees, agents, departments, agencies, committees, boards, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by FRANKLIN or for which FRANKLIN may be held liable, which arise from the negligence, willful misconduct, or other fault of PCS or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of PCS' transmission facilities on the Property and the water tower, and specifically including the representations and warranties of Paragraph 13 (b) of this Lease. FRANKLIN agrees to indemnify, defend, and hold harmless PCS, and Assignees of PCS, from damage, loss, or costs to our equipment or personnel caused by the negligence, willful misconduct, existence or addition of hazardous substances or wastes at the site, or other fault of FRANKLIN, its employees, contractors, or agents.

12. **Notices.** All notices, requests, demands, and other communications contained herein shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to FRANKLIN, to: City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attn: City Clerk

If to PCS, to: PCS PrimeCo, L.P. With a copy to: Associate General Counsel
Attn. Colin Case Midwest Region
700 West Virginia St., Suite 300 PCS PrimeCo, L.P.
Milwaukee, WI 53204 One Pierce Place, Suite 1100
Ph. (414) 390-5200 Itasca, IL 60143

13. **Representations and Warranties.**

a. FRANKLIN represents that to the best of its knowledge (1) it has full right, power, and authority to execute this Lease; and (2) it has good and unencumbered title to the leased premises free and clear of any liens or mortgages, except as may be disclosed by review of title and the rights of any existing antenna or transmission facility users of the water tower and adjacent property. FRANKLIN warrants that PCS shall have the quiet enjoyment of the leased premises during the term of this Lease in accordance with its terms, excepting any interference from pre-existing antenna or transmission facility users.

b. PCS represents and warrants that the use and storage of its equipment, personal property, Antenna Facilities, and any of their component parts or by-products, does not constitute a violation as defined under federal, state, or local laws. PCS further represents and warrants that in the event of breakage, leakage, incineration or other disaster, neither its equipment, personal property, or Antenna Facilities, nor any of their component parts or by-products would constitute such hazardous wastes or substances. PCS agrees to indemnify and hold harmless FRANKLIN from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of PCS' equipment, personal property, Antenna Facilities, or any component parts or by-products thereof.

c. PCS, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of PCS, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect PCS' use of the Property, PCS shall have the right to cancel this Lease immediately upon written notice to FRANKLIN.

14. **Assignment.** PCS may assign this Lease to its general partner or any person or entity controlled by, controlling, or under common control with PCS upon 30 days prior notice to FRANKLIN without the prior written consent of FRANKLIN. Any other assignees shall be subject to approval by FRANKLIN and shall be subject to the provisions of this Lease.

15. **Successors and Assigns.** This Lease shall run with the Property described in Exhibit "A." This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

16. **Removal Bond.** PCS will provide to FRANKLIN prior to the Commencement Date a surety bond in the amount of \$10,000.00 (Ten Thousand Dollars) to insure that the installation will be removed at the expiration or termination of the Lease.

17. **Miscellaneous.**

a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

b. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. This Lease was executed as of the date first set above.

e. FRANKLIN shall execute and deliver within two (2) days to PCS for recording with the Milwaukee County Register of Deeds, a Memorandum of this agreement in the form of Exhibit "F". PCS shall pay all recording fees and deliver a copy of such memorandum to FRANKLIN with the recording information set forth thereon, within thirty (30) days of return from the Register.

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH HEREIN.

"FRANKLIN":

"PCS":

CITY OF FRANKLIN, a municipal corporation

PCS PRIMECO, L.P., a Delaware limited partnership

By: Frederick F. Klimetz
Name: Frederick F. Klimetz
Its: Mayor

By: Mitch Wyworski
Name: Mitch Wyworski
Its: Technical Director

By: James C. Payne
Name: James C. Payne
Its: Business Administrator

By: Edward J. Behr
Name: Edward J. Behr
Its: Water Commission President

By: Leary C. Peterson
Name: Leary C. Peterson
Its: Water Commission Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

I, Jodi A. Vandew Boon, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick F. Klimetz, James C. Payne, Edward J. Behr, and Leary C. Peterson, personally known to me to be the Mayor, Business Administrator, Water Commission President, and Water Commission Secretary respectively of the City of Franklin, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such City of Franklin officials they signed and delivered said instrument pursuant to authority duly given, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of March, 1999.
Commission expires 9-29, 1999. (SEAL)



STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

I, Anne-Marie M. McKenzie, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitch Wyworski, personally known to me to be the Technical Director of PCS PrimeCo - Milwaukee, a limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Technical Director, he signed and delivered said instrument pursuant to authority duly given, as his free and voluntary act and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22d day of Apr, 1999.
Commission expires Apr 9, 1999.



2000

EXHIBIT "F"
WATER TOWER LEASE AGREEMENT
MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY
 AND WHEN RECORDED RETURN TO: PCS PRIMECO, L.P.
 700 W. VIRGINIA STREET, SUITE 300
 MILWAUKEE, WISCONSIN 53204

THIS MEMORANDUM evidences that a lease was made and entered into by written Water Tower Lease Agreement dated MARCH 21, 1996, between the City of Franklin and the City of Franklin Board of Water Commissioners ("FRANKLIN") and PCS PrimeCo, L.P., a Delaware limited partnership ("PCS"), the terms and conditions of which are incorporated herein by reference. Such Agreement provides in part that FRANKLIN leases to PCS a certain site located at 8909 West Drexel Avenue, City of Franklin, County of Milwaukee, State of Wisconsin, within the property of FRANKLIN which is described in Exhibits "A", "C", "D", and "E" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, for a term of five (5) years commencing on _____, 19____, which term is subject to four (4) additional five (5) year extension periods by PCS.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

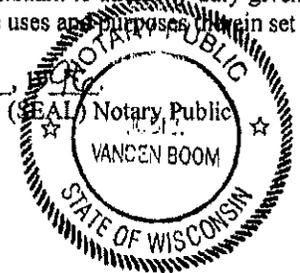
"FRANKLIN":
 By: Frederick F. Klimetz
 Name: Frederick F. Klimetz
 Its: Mayor
 By: James C. Payne
 Name: James C. Payne
 Its: Business Administrator
 By: Edward J. Behr
 Name: Edward J. Behr
 Its: Water Commission President
 By: Leary C. Peterson
 Name: Leary C. Peterson
 Its: Water Commission Secretary

"PCS":
 PCS PRIMECO, L.P., a Delaware limited partnership
 By: Mitch Wywiorzski
 Name: MITCH WYWIORSKI
 Its: Technical Director

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

I, Jodi G. Vander Boom, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick F. Klimetz, James C. Payne, Edward J. Behr, and Leary C. Peterson, personally known to me to be the Mayor, Business Administrator, Water Commission President, and Water Commission Secretary respectively of the City of Franklin, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such City of Franklin officials they signed and delivered said instrument pursuant to authority duly given, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

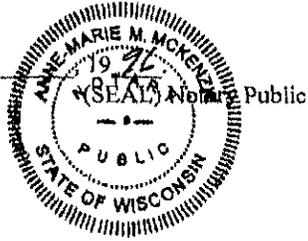
GIVEN under my hand and official seal this 21 day of March,
 Commission expires 9-29, 1996.



STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

I, Anne-Marie M. McKenzie, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitch Wywiorzski, personally known to me to be the Technical Director of PCS PrimeCo - Milwaukee, a limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Technical Director, he signed and delivered said instrument pursuant to authority duly given, as his free and voluntary act and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22d day of April,
 Commission expires April 9, 1996.



The Chase Manhattan Bank
P. O. Box 29018
Brooklyn, NY 11202-9016



1. E DATE: MAY 16, 2001
L/C NO.: P-213451 CUSTOMER COPY

Cable Address: CHAMANBANK New York

Advising Bank

***** DIRECT *****

APPLICANT:
PRINCO PERSONAL COMMUNICATIONS, INC
D/D/A VERIZON WIRELESS
190 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07924 ATT-TREASURY

M
A
L
T
O

Beneficiary

CITY OF FRANKLIN
9229 WEST LOOMIS ROAD,
FRANKLIN, WI 53132-0160
ATTN:THE CITY ENGINEER-JOHN BENNETT

AMOUNT: USD 5,000.00
(FIVE THOUSAND AND 00/100
UNITED STATES DOLLARS)

WE HEREBY ESTABLISH THIS IRREVOCABLE STANDEY LETTER OF CREDIT NO. P-213451 IN YOUR FAVOR, FOR AN AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNT INDICATED ABOVE, EXPIRING AT OUR COUNTERS IN NEW YORK WITH OUR CLOSE OF BUSINESS ON MAY 16, 2002 OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

THIS LETTER OF CREDIT IS AVAILABLE WITH THE CHASE MANHATTAN BANK, NEW YORK AGAINST PRESENTATION OF YOUR DRAFT AT SIGHT DRAWN ON THE CHASE MANHATTAN BANK, NEW YORK WHEN ACCOMPANIED BY THE DOCUMENTS INDICATED HEREIN.

BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF FRANKLIN CERTIFYING THAT "THE AMOUNT OF THIS DRAWING USD UNDER THE CHASE MANHATTAN BANK LETTER OF CREDIT NUMBER P-213451 REPRESENTS FUNDS DUE US AS PAYMENT UNDER THE PROVISIONS OF (INSERT APPROPRIATE GOVERNING DOCUMENT REQUIRING LETTER OF CREDIT....) (THE DEVELOPMENT AGREEMENT) DATED BETWEEN AND THE CITY OF FRANKLIN) (CITY OF FRANKLIN RESOLUTION NO. ENTITLED (CITY OF FRANKLIN (MUNICIPAL) (ZONING) CODE SECTION. AS P PERTAINS TO THE DEVELOPMENT).

PARTIAL DRAWINGS ARE PERMITTED.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER THE CHASE MANHATTAN BANK, NEW YORK LETTER OF CREDIT NO. P-213451. DATED MAY 16, 2001."

IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE YEAR PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO SUCH DATE WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL, OR HAND DELIVERY AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. UPON SUCH NOTICE TO YOU, YOU MAY DRAW DRAFTS ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN APPLICABLE EXPIRY DATE, ACCOMPANIED BY YOUR DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING: "THE AMOUNT OF THIS DRAWING USD UNDER THE CHASE MANHATTAN BANK LETTER OF CREDIT NUMBER P-213451 REPRESENTS FUNDS DUE US AS WE HAVE RECEIVED NOTICE FROM THE CHASE MANHATTAN BANK OF THEIR DECISION NOT TO EXTEND LETTER OF CREDIT NUMBER P-213451 FOR AN ADDITIONAL YEAR, AND THE

-CONTINUED-

P-213451- 001-L1-01-

NOTE
Please examine carefully and if found incorrect, advise us at once.

Authorized Signature

FROM CHASE LC
P. O. Box 28018
Brooklyn, NY 11202-9018

(FRI) 5.18.01 10:06/ 10:05/NO.4862648649 P 2

ISSUE DATE: MAY 16, 2001 FILE COPY
L/C NO. P-213451

Cable Address: CHAMANBANK New York

Advising Bank

***** DIRECT *****

APPLICANT:

PRIMECO PERSONAL COMMUNICATIONS, LP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07924 ATT:TREASURY

Beneficiary

CITY OF FRANKLIN
9229 WEST LOOMIS ROAD,
FRANKLIN, WI 53132-0140
ATTN: THE CITY ENGINEER-JOHN BENNETT

AMOUNT: USD 5,000.00
(FIVE THOUSAND AND 00/100
UNITED STATES DOLLARS)

WE HEREBY ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-213451 IN YOUR FAVOR, FOR AN AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNT INDICATED ABOVE, EXPIRING AT OUR COUNTERS IN NEW YORK WITH OUR HOURS OF BUSINESS ON MAY 16, 2002 OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

THIS LETTER OF CREDIT IS AVAILABLE WITH THE CHASE MANHATTAN BANK, NEW YORK AGAINST PRESENTATION OF YOUR DRAFT AT SIGHT DRAWN ON THE CHASE MANHATTAN BANK, NEW YORK WHEN ACCOMPANIED BY THE DOCUMENTS INDICATED HEREIN.

BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF FRANKLIN CERTIFYING THAT "THE AMOUNT OF THIS DRAWING USD 5,000.00 UNDER THE CHASE MANHATTAN BANK LETTER OF CREDIT NUMBER P-213451 REPRESENTS FUNDS DUE US AS PAYMENT UNDER THE PROVISIONS OF INSERT APPROPRIATE GOVERNING DOCUMENT REQUIRING LETTER OF CREDIT..... (THE DEVELOPMENT AGREEMENT DATED BETWEEN AND THE CITY OF FRANKLIN) (CITY OF FRANKLIN RESOLUTION NO. ENTITLED (CITY OF FRANKLIN MUNICIPAL) (ZONING) CODE SECTION. AS PERTAINS TO THE DEVELOPMENT).

PARTIAL DRAWINGS ARE PERMITTED.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER THE CHASE MANHATTAN BANK, NEW YORK LETTER OF CREDIT NO. P-213451, DATED MAY 16, 2001."

IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE YEAR PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO SUCH DATE WE SEND YOU NOTICE IN WRITING BY REGISTERED MAIL, OR HAND DELIVERY AT THE ABOVE ADDRESS, THAT WE ELECT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. UPON SUCH NOTICE TO YOU, YOU MAY DRAW DRAFTS ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN APPLICABLE EXPIRY DATE, ACCOMPANIED BY YOUR DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING: "THE AMOUNT OF THIS DRAWING USD 5,000.00 UNDER THE CHASE MANHATTAN BANK LETTER OF CREDIT NUMBER P-213451 REPRESENTS FUNDS DUE US AS WE HAVE RECEIVED NOTICE FROM THE CHASE MANHATTAN BANK OF THEIR DECISION NOT TO EXTEND LETTER OF CREDIT NUMBER P-213451 FOR AN ADDITIONAL YEAR, AND THE

-CONTINUED-

DEAR ID 15900212587
BUS. UNIT: 130008
Product: 860000
-013451-001-1-01-

FROM CHASE LC
P. O. Box 29076
Brooklyn, NY 11202-9016

(FRI) 5.18'01 10:06/ 10:05/NO 4862648649 P 3

ISSUE DATE: MAY 16, 2001 FILE COPY
L/C NO.: P-213451

Cable Address: CHAMANBANK New York

Advising Bank

***** DIRECT *****

APPLICANT:

PRIMECD PERSONAL COMMUNICATIONS, LP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07924 ATT:TREASURY

Beneficiary

CITY OF FRANKLIN
9229 WEST LOOMIS ROAD,
FRANKLIN, WI 53132-0160
ATTN: THE CITY ENGINEER-JOHN BENNETT

AMOUNT: USD 5,000.00
(FIVE THOUSAND AND 00/100
UNITED STATES DOLLARS)

OBLIGATION REMAINS OUTSTANDING."

ALL CORRESPONDENCE AND ANY DRAWINGS HEREUNDER ARE TO BE DIRECTED TO
OUR OFFICE AT 4 CHASE METROTECH CENTER, 9TH FLOOR, BROOKLYN, NEW YORK
11245 ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT. CUSTOMER
INQUIRY NUMBERS ARE (718) 242-4904 AND (718) 242-4912.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR
DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF
COMMERCE, PUBLICATION NO. 500. WE AGREE WITH YOU TO PAY DRAFT(S)
DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT IF
PRESENTED AT THIS OFFICE TOGETHER WITH THIS LETTER OF CREDIT ON OR
BEFORE THE CLOSE OF BUSINESS ON MAY 16, 2002.

O
P
Y

213451 *001-11-01*

FROM CHASE

(TUE) 6:01:16 PM '09 02 NO. 486029587 F 2



APPLICATION AND AGREEMENT FOR STANDBY LETTER OF CREDIT

WHEN TRANSMITTING THIS APPLICATION AND AGREEMENT BY FACSIMILE ALL PAGES MUST BE TRANSMITTED (FACSIMILE NO (S) 718/242-6501 OR 8537).

TO: THE CHASE MANHATTAN BANK
Attention: Standby Letter of Credit Department
4 Chase MetroTech Center, 8th Floor
Brooklyn, New York 11245-0001
("Issuer")

1. PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless
(Name(s) of Applicant(s))

jointly and severally if more than one, (individually and collectively, "Applicant") hereby requests that pursuant to the terms and conditions herein you issue your irrevocable standby letter of credit requested below (together with any replacements, extensions or modifications, the "Credit") and transmit it by:

[X] Airmail [] Teletransmission [] Courier Service [] Other (Please specify)

IN FAVOR OF:

TO BE ADVISED THROUGH (If Applicable):

City of Franklin
9229 West Lakes Rd
Franklin, WI 53132

("Beneficiary")

Up to an aggregate amount of \$5,000,000 [] If not USD, indicate currency

Available by (indicate (i) A and/or B or (ii) C)

[X] A. Drafts at sight drawn on you.

[X] B. Beneficiary's dated statement purportedly signed by an authorized person reading as follows (Please state within the quotation marks the wording to appear on the statement to be presented):
The amount of this drawing (Indicate currency and amount) under
The Chase Manhattan Bank Letter of Credit Number represents funds due us as

SEE ATTACHED

[] C. Authenticated Teletransmission to Issuer (S.W.I.F.T. demand available for use only when the Beneficiary is a S.W.I.F.T. participant or a Bank) stating (Please state within the quotation marks the wording to appear in the demand to be presented):

*Re: The Chase Manhattan Bank Letter of Credit Number We hereby demand payment of (indicate currency and amount) and such amount represents funds due us as

[] See attached sheet(s) for continuation of other documents and/or special instructions which form and are an integral part of this Part 1.

EXPIRATION DATE: 4/30/2025

FROM: CEASE

(TUE) 5. 1. 01 16:03:07 02, NO. 48603359, 7 P. 3

Drafts and documents must be dated and presented to, or Authenticated Teletransmission received by, Issuer at the address set forth above not later than _____

- Credit to contain Automatic Extension clause with extension period of one year/ other _____ (please specify) with no less than _____ days' notice of non-renewal (no extension) of the Credit to the Beneficiary and with a final Expiration date of _____
- Partial drawings prohibited. Multiple drawings prohibited
- Credit is Transferable only in its entirety.

FROM CHASE

(MUE) 5. 11:01:16-03 ET. 02 NO. 40603356.7 F 4

(Issuer is authorized to include its standard transfer conditions and is authorized to nominate a transferring Bank, if applicable).

Unless otherwise stated herein, the nominated bank (if any) is authorized to send all documents to you in one airmail or courier service, if available.

Credit is Subject to the International Standby Practices 1998 (International Chamber of Commerce Publication 590) ("the "ISP") or, if box is checked, it shall be subject to the Uniform Customs and Practices for Documentary Credits (1993) Revision International Chamber of Commerce Publication No. 500 (the "UCP").

Without limiting the terms below, you are authorized to debit our account no _____ with The Chase Manhattan Bank for the amount of each drawing and for your commissions and charges.

II. In consideration of Issuer issuing the Credit requested above, Applicant agrees as to such letter of credit as follows.

1. **Application/Instructions.** The request to issue the Credit contained in Part I above and each inquiry, communication and instruction (whether oral, telephonic, written, telegraphic, facsimile, electronic or other) regarding this Application & Agreement for Standby Letters of Credit (this "Agreement") or the Credit are referred to herein as an "Instruction." Issuer's records of the content of any Instruction shall be conclusive. Applicant shall be responsible for the final text of the Credit notwithstanding Issuer's recommendation or drafting of text or Issuer's use, non-use or refusal to use text submitted by Applicant. Issuer may transmit the Credit and any amendment thereto by S.W.I.F.T. message and thereby bind Applicant directly and as indemnitor to the S.W.I.F.T. rules, including rules obligating Applicant or Issuer to pay charges. "S.W.I.F.T." means the Society For Worldwide Interbank Financial Telecommunication.

2. **Payment Terms; Obligations Absolute.** (a) Applicant shall pay Issuer: (i) the amount of each drawing paid by Issuer under the Credit on demand, if under a sight draft and at least one Business Day prior to the date when payment is to be made thereunder if a time draft or deferred payment obligation; (ii) commissions, fees and charges in respect of the Credit (including, commissions and fees for issuances, transfer, assignment of proceeds, amendments and drawings), at such rates, amounts and times as Issuer and Applicant shall mutually agree upon (or if no agreement, the rate then customarily charged by Issuer in like circumstances); (iii) interest on each amount to be paid by Applicant under this Agreement for each day from and including the date such payment is due through the date of payment by Applicant, on demand, at a rate per annum (calculated on the basis of a 360 day year for the actual number of days elapsed) equal to Prime plus 3%; (iv) Issuer's charges, costs and expenses (including reasonable internal and outside counsel fees, expenses and charges) incurred in connection with the protection or enforcement of Issuer's rights under this Agreement and any correspondent's charges, with interest from the date paid or incurred by Issuer, at Prime plus 3%; and (v) such other amounts as Issuer in its sole discretion determines are necessary to compensate it for, any increase in the cost of or reduction in the yield or amount received or receivable by Issuer from Issuer issuing letters of credit (including the Credit) or having letters of credit (including the Credit) outstanding, including any costs resulting from (x) the implementation of the European Monetary Union that would not have been incurred or sustained but for the issuance of letters of credit (including the Credit) and/or (y) application of any law, regulation, guideline or instruction from any central bank, monetary authority or governmental authority, or any change in the interpretation of the foregoing (whether or not having the force of law) applicable to Issuer or any entity controlling Issuer, regarding any reserve (including any special deposit or similar requirement), assessment, capital or similar requirement (including changes in the capital adequacy conversion factor), or any change in generally accepted accounting principles or in Issuer's accounting, relating to letters of credit or the Credit or reimbursement agreements generally or to similar liabilities or assets, whether existing at the time of issuance of the Credit or adopted thereafter. Applicant acknowledges that there may be various methods of allocating costs to the Credit and agrees that Issuer's allocation for purposes of determining the costs referred to above shall be conclusive and binding upon Applicant provided such allocation is made in Good Faith. "Business Day" means any day on which commercial banks in New York City, New York are not authorized or required to be closed for business. "Good Faith" means honesty in fact in the conduct of the transaction concerned. "Prime" means the rate of interest per annum publicly announced from time to time by Issuer as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

(b) If the amount drawn under the Credit is in non-United States currency ("Foreign currency"), Applicant shall pay under paragraph 2(c)(i) above the United States dollar equivalent of the amount computed at Issuer's selling rate, as of the date of Applicant's payment, for cable transfers of such foreign currency to the place of payment; provided, further, that if, for any reason, Issuer has no selling rate for cable transfers of that currency to such place on the payment date, Applicant shall pay Issuer an amount in United States currency equivalent to Issuer's actual cost of settlement of its obligation.

(c) All payments shall be made in immediately available funds, free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, withholdings, set-off or other liabilities. Applicant shall pay all withholding, stamp and other taxes or duties imposed by any taxing authority on payment under the Credit and this Agreement and shall indemnify Issuer against all liabilities, costs, claims, and expenses resulting from Issuer having to pay or from any omission to pay or delay in paying any duty or tax.

(d) Issuer may (but shall not be required to), without demand for payment or notice to the Applicant, and in addition to any other right of set-off which Issuer may have, (i) debit any account or accounts maintained by Applicant with any office of Issuer or any subsidiary or affiliate of Issuer (now or in the future) and set-off and apply (x) any balance or deposits (general, special, time, demand, provisional, final, matured, unmatured, contingent or absolute) in the account(s) and (y) any sums due or payable from Issuer or any subsidiary or affiliate of Issuer, to the payment of any and all amounts owed by Applicant to Issuer and/or (ii) advance funds to Applicant under any line of credit (committed or uncommitted) made available to Applicant by Issuer and apply such funds to said payment obligations.

(e) Applicant's payment obligations under this paragraph 2 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever,

FROM CHAGE

(CUE) 5. 1. 9. 16:04:5T. ...02: NO. 49603358:7 P 5

including, without limitation: (i) any lack of validity, enforceability or legal effect of the Credit or this Agreement (including Part I), or any term or provision therein or hereon; (ii) payment against presentation or any draft, demand or claim for payment under the Credit or other document presented for purposes of drawing under the Credit ("Drawing Document") that does not comply in whole or in part with the terms of the Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person (or a transferee of such Person) purporting to be a successor or transferee of the beneficiary of the Credit; (iii) Issuer or any of its branches or affiliates being the beneficiary of the Credit; (iv) Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under the Credit even if such Drawing Document claims an amount in excess of the amount available under the Credit; (v) the existence of any claim, set-off, defense or other right that Applicant or any other Person may have at any time against any beneficiary, any assignee of proceeds, Issuer or any other Person; (vi) Issuer or any correspondent having previously paid against fraudulently signed or presented Drawing Documents (whether or not Applicant reimbursed Issuer for such drawing); and (vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing, that might, but for this paragraph, constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, Applicant's obligations hereunder (whether against Issuer, the beneficiary or any other Person); provided, however, that the foregoing shall not exculpate Issuer from liability to Applicant as may be finally, judicially determined in an independent action or proceeding brought by Applicant against Issuer following payment of Applicant's obligations under this Agreement, subject to paragraph 4 hereof. "Person" means any natural Person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

3. Amendment; Waiver. Issuer shall not be deemed to have amended, changed or modified any term hereof, or to have waived any of its rights hereunder or thereunder unless Issuer or its authorized agent shall have consented to and signed such amendment, change, modification or waiver. No such waiver, unless expressly stated therein, shall be effective as to any transaction which occurs subsequent to the date of such waiver, nor as to any continuance of a breach after such waiver. Issuer's consent to any amendment, change, waiver, or modification does not mean that Issuer shall consent or has consented to any other or subsequent instruction to amend, change, modify, or waive a term of this Agreement or the Credit.

4. Agreements and Acknowledgments; Indemnification; Limitation of Liability. (a) The Credit shall be subject to the International Standby Practices 1998 (International Chamber of Commerce Publication Number 590) and any subsequent revision thereof adhered to by Issuer (the "ISP"), or, if specified in Part I, the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 and any subsequent revision thereof adhered to by Issuer ("UCP").

(b) Applicant shall indemnify and hold harmless Issuer, its parent, affiliates, subsidiaries and correspondents and each of their respective directors, officers, employees and agents (each, including Issuer, an "Indemnified Person") from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including in-house counsel fees and allocated costs) for any Indemnified Person ("Costs"), arising out of, in connection with, or as a result of: (i) the Credit or any pre-advice of its issuance, (ii) any transfer, sale, delivery, surrender, or endorsement of any Drawing Document at any time(s) held by any Indemnified Person in connection with the Credit; (iii) any action or proceeding arising out of or in connection with the Credit or this Agreement (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under the Credit, or for the wrongful dishonor of or honoring a presentation under the Credit; (iv) any independent undertakings issued by the beneficiary of the Credit; (v) any unauthorized, fraudulent or improper instruction or error in computer transmission; (vi) the enforcement of this Agreement or any rights or remedies under or in connection with this Agreement or the Credit; (vii) Issuer dishonoring any presentation upon or during the continuance of any Event of Default or for which Applicant is unable or unwilling to make any payment to Issuer required under paragraph 2 above; (viii) the acts or omissions, whether rightful or wrongful, of any present or future *de jure* or *de facto* governmental or regulatory authority or cause or event beyond the control of such Indemnified Person; provided, however, that such indemnity shall not be available to any Person claiming indemnification under (i) through (vi) above to the extent that such Costs are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Indemnified Person claiming indemnity. If and to the extent that the obligations of Applicant under this paragraph are unenforceable for any reason, Applicant shall make the maximum contribution to the Costs permissible under applicable law.

(c) The liability of Issuer (or any other Indemnified Person) under, in connection with and/or arising out of this Agreement or the Credit (or any pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to any direct damages suffered by Applicant that are caused directly by Issuer's gross negligence or willful misconduct in (i) honoring a presentation that does not at least substantially comply with the Credit, (ii) failing to honor a presentation that strictly complies with the Credit or (iii) retaining Drawing Documents presented under the Credit. In no event shall Issuer be deemed to have failed to act with due diligence or reasonable care if Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement, including paragraph 4(d) below. Applicant's aggregate remedies against Issuer and any Indemnified Person for wrongfully honoring a presentation under the Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Applicant to Issuer in respect of the honored presentation in respect of the Credit under paragraph 2 above, plus interest. Notwithstanding anything to the contrary contained herein, Issuer and the other Indemnified Persons shall not, under any circumstances whatsoever, be liable for any punitive, consequential, indirect or special damages or losses regardless of whether Issuer or any Indemnified Person shall have been advised of the possibility thereof or of the form of action in which such damages or losses may be claimed. Applicant shall take action to avoid and mitigate the amount of any damages claimed against Issuer or any Indemnified Person, including by enforcing its rights in the underlying transaction. Any claim by Applicant for damages under or in connection with this Agreement or any Credit shall be reduced by an amount equal to the sum of (i) the amount saved by Applicant as a result of the breach or alleged wrongful conduct and (ii) the amount of the loss that would have been avoided had Applicant mitigated damages. If the Credit is to be governed by a law other than that of the State of New York, Issuer shall not be liable for any Costs resulting from any act or omission by Issuer in accord with the UCP or the ISP, as applicable, and Applicant shall indemnify Issuer for all such Costs. "Standard Letter of Credit Practice" means, for Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which Issuer issued the Credit or for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated the

FROM: VERIZON

(TUE) 5:10:16 05 07 02 NO 43603357 7 F 0

Credit, as the case may be. Such practices shall be (i) of banks that regularly issue Credits in the particular city and (ii) required or permitted under the UCP or the ISP, as chosen in the Credit.

(d) Without limiting any other provision of this Agreement, Issuer and each other Indemnified Person (if applicable): (i) may (but shall not be obligated to) honor a presentation under the Credit which on its face substantially complies with the terms of the Credit; (ii) may honor a presentation of any Drawing Documents which appear on their face to have been signed, presented or issued (X) by any purported successor or transferee of any beneficiary or other party required to sign, present or issue the Drawing Documents or (Y) under a new name of the beneficiary; (iii) shall not be responsible for the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness, or legal effect of any presentation under the Credit or of any Drawing Documents; (iv) may (but shall not be obligated to) disregard any non-documentary conditions stated in the Credit; (v) may act upon any Instruction which it, in Good Faith believes to have been given by a Person or entity authorized to give such Instruction; (vi) shall not be responsible for any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document, (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation; (vii) shall not be responsible for any acts, omissions or fraud by, or the solvency of, any beneficiary, any nominated Person or any other Person; (viii) may assert or waive any provision of the UCP or ISP which primarily benefits an issuer of a letter of credit, including, any requirement that any Drawing Document be presented to it at a particular hour or place; (ix) may pay any paying or negotiating bank (designated or permitted by the terms of the Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under the Standard Letter of Credit Practice applicable to it; (x) may dishonor any presentation upon or during any Event of Default or for which Applicant is unable or unwilling to reimburse or indemnify Issuer (provided that Applicant acknowledges that if Issuer shall later be required to honor the presentation, Applicant shall be liable therefor in accordance with paragraph 2 hereof); and (xi) may act or not act if required or permitted under Standard Letter of Credit Practice applicable to where it has issued, confirmed, advised or negotiated the Credit, as the case may be.

(e) Applicant shall notify Issuer of (i) any noncompliance with any Instruction, any other irregularity with respect to the text of the Credit or any amendment thereto or any claim of an unauthorized, fraudulent or otherwise improper Instruction, within one (1) Business Day of Applicant's receipt of a copy of the Credit or amendment and (ii) any objection Applicant may have to Issuer's honor or dishonor of any presentation under the Credit or any other action or inaction taken or proposed to be taken by Issuer under or in connection with this Agreement or the Credit, within three (3) Business Days after Applicant receives notice of the objectionable action or inaction. The failure to so notify the Issuer within said times shall discharge Issuer from any loss or liability that Issuer could have avoided or mitigated had it received such notice, to the extent that Issuer could be held liable for damages hereunder; provided, that, if Applicant shall not provide such notice to Issuer within three (3) Business Days of the date of receipt in the case of clause (i) or ten (10) Business Days from the date of receipt of clause (ii), then Issuer shall have no liability whatsoever for such noncompliance, irregularity, action or inaction and Applicant shall be precluded from raising such noncompliance, irregularity or objection as a defense or claim against Issuer. Applicant's acceptance or retention of any Drawing Documents presented under or in connection with the Credit (whether or not the document is genuine) shall ratify Issuer's honor of the presentation and preclude Applicant from raising a defense, set-off or claim with respect to Issuer's honor of the Credit. Issuer shall not be required to seek any waiver of discrepancies from Applicant or to grant any waiver of discrepancies which Applicant approves or Instructions.

(f) Applicant will (i) comply with all foreign and domestic laws, rules and regulations (including foreign exchange control regulations, foreign asset control regulations and other trade-related regulations) now or hereafter applicable to the Credit, the transactions underlying the Credit or Applicant's execution, delivery and performance of this Agreement and (ii) to the extent not provided to Issuer under other agreements, upon Instruction, furnish Issuer with Applicant's most recent year-end, quarterly and monthly (if any), financial statements (as audited) and such other information as Issuer shall reasonably request regarding the financial condition, business or operations of Applicant.

(g) Applicant acknowledges that this Agreement and the Credit is entered into (or will be entered into) for commercial purposes and hereby irrevocably waives any immunity from jurisdiction of any court or from any legal process, including from any writs of attachment, with respect to itself or its property that it may have or may hereafter acquire to the maximum extent permitted by applicable law.

5. Representations and Warranties. Applicant hereby represents and warrants as of the date of this Agreement (and with each Instruction for the issuance of the Credit represents and warrants as of the date of the Instruction) that: (a) it has all necessary power and authority to enter into and perform under this Agreement; (b) it has obtained all authorizations, consents and approvals required for it to enter into this Agreement and has or shall, in a timely manner, file such notices or filings or obtain such other approvals as may be required for it to perform this Agreement in accordance with its terms; (c) this Agreement constitutes the legal, valid and binding obligation of Applicant, enforceable against it in accordance with its terms; (d) the execution, delivery and performance of this Agreement by Applicant does not and will not contravene (i) its charter, by-laws or other organizational documents, (ii) any order or writ binding on or affecting Applicant or its properties, or (iii) any agreement or arrangement to which Applicant is a party or by which it or its properties may otherwise be bound, the contravention of which agreement or arrangement would have a material adverse effect on Applicant; (e) the financial statements most recently furnished to Issuer by Applicant fairly present the financial condition of Applicant in accordance with generally accepted accounting principles, and there has been no material adverse change in Applicant's business, condition (financial or otherwise) or results of operation since the date of Applicant's most recent annual financial statements; (f) no information now or hereafter furnished by Applicant to Issuer in connection with this Agreement or the Credit is or shall be materially false or misleading when furnished; (g) there is no pending or threatened action which may materially adversely affect its financial condition or business or which purports to affect the validity or enforceability of this Agreement, the Credit or any transaction related to the Credit; and (h) Applicant is acting for itself and for no other Person or entity in requesting issuance of the Credit.

6. Pledge and Assignment of Security. (a) As security for the payment and performance of any and all of its obligations and liabilities of Applicant to Issuer in respect of the Credit and under this Agreement, whether matured or unmatured, absolute or contingent, now existing or hereafter incurred ("Obligations"), Applicant hereby grants to Issuer a continuing lien and security interest in, and pledges and assigns to Issuer all of Applicant's present and future right, title and interest in, to and under all of the following personal property (whether now existing or hereafter created or acquired): (i) the balance of all deposit accounts and all securities accounts with any office of Issuer or any affiliate or subsidiary thereof, wherever located, and any other claims of Applicant against Issuer or any

FRON CHASE

(TUE) 5:10:16:06:BT 02:NO 43603350:7 P 7

affiliate or subsidiary or correspondent thereof; (ii) all Property which has been or at any time shall be delivered to or otherwise come into the possession, custody or control (actual, constructive or as "control" is defined in Articles 8 or 9 of the Uniform Commercial Code as adopted by the State of New York, as revised from time to time (the "Code")) of any office of Issuer or any affiliate or subsidiary thereof or any correspondent of any such entity (and Applicant acknowledges that any such entity shall be deemed a collateral agent or a bailee of Issuer for the purpose of perfecting a security interest in the Property) for any purpose, whether or not for the express purpose of being used by any such entity as collateral security or for safekeeping, custody, pledge, transmission or otherwise; (iii) all Property received or receivable by Issuer or its correspondents under or in connection with the Credit; (iv) all Property received or receivable by Applicant in connection with the transaction underlying the Credit giving rise to the Obligations; (v) all present and future claims and rights of Applicant against any beneficiary of the Credit arising in connection with the Credit or the transaction underlying the Credit; and (vi) all products and proceeds of the foregoing (collectively, the "Collateral.") "Property" means all personal property of any kind whatsoever (now existing or hereafter acquired) including, without limitation, any and all rights, title and interest of Applicant in any goods, equipment, inventory, money, documents, letters of credit, warehouse receipts, instruments, securities, security entitlements, financial assets, investment property, precious and base metals, chattel paper, electronic chattel paper, accounts, commercial tort claims, deposit accounts, general intangibles (including any claims for breach of contract, breach of warranty claims and any insurance policies and proceeds), letter-of-credit rights, claims in action and the proceeds of any and all thereof (including any and all of the aforesaid referred to in the Credit or the Drawing Documents relating thereto).

(b) Applicant shall hold all payments of the Obligations and all proceeds of Collateral in trust for Issuer. Issuer shall be deemed to have possession, custody or control of all Collateral actually in transit to or set apart for it or for any of its affiliates or subsidiaries (or any of their agents, correspondents or others acting in their behalf), it being understood that the receipt at any time by Applicant (or any of its agents, correspondents, or others acting in its behalf), of Collateral of whatever nature, including cash, shall not be deemed a waiver of any of Issuer's rights or powers.

(c) If at any time there shall occur and be continuing (i) any Event of Default, (ii) any material adverse change in the condition (financial or otherwise), business, operations or prospects of Applicant or any Person that has guaranteed or provided credit support for all or part of the Obligations ("Guarantor"), (iii) any action for a temporary restraining order, preliminary or permanent injunction, beneficiary wrongful dishonor action or the issuance or commencement of any similar order, action or event in connection with the Credit or any Drawing Document or this Agreement, which order, action or event may apply, directly or indirectly, to Issuer or which otherwise threatens to extend or increase Issuer's contingent liability beyond the time, amount or other limit provided in the Credit or this Agreement; or (iv) any other event or condition which provides a basis for Issuer in good faith to deem itself insecure, then, Applicant, shall, upon Issuer's demand, deliver to Issuer, as additional security for the Obligations, cash in an amount required by Issuer.

(d) Issuer is authorized to sign and file financing statements, naming Applicant as debtor and Issuer as secured party, with respect to any or all of the Collateral hereunder. In any such event, a photographic or other reproduction of this Agreement shall be sufficient as a financing statement, and Applicant shall reimburse Issuer for the filing or recording fees. Issuer is further authorized to take any action necessary to protect its rights in the Collateral (whether or not a drawing, claim or demand for payment has been made under the Credit), including but not limited to segregating all or any part of any deposit or securities account. Applicant will, at its own expense upon instruction by Issuer from time to time, sign any other instrument or document (including any security agreement, financing statement or control agreement) and take any other action as Issuer may reasonably deem necessary or desirable to preserve, perfect, protect or maintain the Collateral and the priority of Issuer's security interest therein and to realize upon Issuer's rights and remedies as a secured party.

(e) To the extent Issuer honors a presentation for which Issuer remains unpaid, Issuer may assert rights of Applicant and Applicant shall cooperate with Issuer in its assertion of Applicant's rights against the beneficiary, the beneficiary's rights against Applicant and any other rights that Issuer may have by subordination, subrogation, reimbursement, indemnity or assignment.

7. Events of Default; Obligations Due; Remedies. (a) Each of the following shall be an "Event of Default" under this Agreement: (i) Applicant shall fail to pay any sum payable upon or in respect of any of the Obligations when due; (ii) Applicant shall fail to perform any agreement contained herein; (iii) Applicant or any Guarantor shall fail to pay any taxes when due and such taxes shall not be contested in good faith and the amount thereof reserved for in accordance with GAAP; (iv) there shall be commenced against Applicant or any Guarantor any proceeding for enforcement of a money judgment, which proceeding shall not have been stayed within ten (10) Business Days; (v) any statement made, or any information, report or instruction furnished by or for Applicant to Issuer contains any misstatement of a material fact or omits to state a material fact or any fact necessary to make any statement contained therein not materially misleading; (vi) the dissolution, termination or, if an individual, death of Applicant or a Guarantor; (vii) any indebtedness, obligation and/or liability of Applicant or a Guarantor to any Person, including but not limited to Issuer, shall not be paid or performed when due or any event or condition shall occur that shall result in any indebtedness, obligation or liability becoming due prior to its scheduled maturity or settlement date or permits (with or without the giving of notice, the lapse of time or both) the holder of such indebtedness or obligee to cause such indebtedness, obligation or liability to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or settlement date; (viii) any Person shall contest the validity or enforceability of any guaranty supporting the Obligations; (ix) Applicant or any Guarantor shall become insolvent (however such insolvency may be evidenced or defined) or generally not be able to pay its debts as they become due, shall make a general assignment for the benefit of creditors, or shall suspend the transaction of its usual business or be expelled or suspended from any exchange, or if an application is made by any judgment creditor of Applicant or a Guarantor for any order directing Issuer to pay over money or to deliver other property, or a petition in bankruptcy shall be filed by or against Applicant or a Guarantor or any proceeding shall be instituted by or against Applicant or a Guarantor for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extensions or if any governmental authority or any court at the instance of any governmental authority, shall take possession of any substantial part of the property of Applicant or any Guarantor or shall assume control over the affairs or operations of Applicant or any Guarantor, or if a receiver or custodian shall be appointed for, or a writ or order of attachment or garnishment shall be issued or made against, any of the property or assets of Applicant or a Guarantor or Applicant or a Guarantor shall indicate that any of the foregoing has occurred or will occur; or (x) there shall occur in one or a series of transactions (A) the

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sale or transfer of, or the creation or assertion of a lien over, a substantial portion of the assets of Applicant or of any Guarantor, (B) any transaction or event which results in the reduction in shareholder's equity (or partnership capital, net worth or similar equivalent term) of the Applicant or any Guarantor of 50% or more (measured against such equity as of the date hereof), (C) an acquisition, directly or indirectly, of the power to direct or cause the direction of the management or policies of Applicant (or any Guarantor), whether by means of contract, voting power or otherwise, or (D) the merger or consolidation of Applicant or any Guarantor.

(b) Upon an Event of Default, all of the Obligations shall be due and payable forthwith without notice or demand (as if payment had been made under the Credit, whether or not a drawing or claim had in fact been made) and Issuer may, in addition to all other rights and remedies it may have at law or in equity, (i) exercise the remedies of a secured party under the Code in respect of the Collateral, (ii) charge, debit and/or set-off against any general or special account of Applicant maintained at any office of Issuer or at any subsidiary or affiliate of Issuer (whether matured or unmatured) for the amount of the Obligations, (iii) amend or terminate, or transfer drawing rights or cure one or more discrepancies under, the Credit, and/or (iv) at its option, make payment in satisfaction of the Obligations or may hold all amounts, proceeds and Collateral as security for the Credit. Upon an Event of Default, Applicant shall assemble all Collateral and make it available to Issuer at a place designated by Issuer which is reasonably convenient to Issuer and Applicant, and Issuer shall be authorized to liquidate or sell immediately, without demand for payment, advertisement or notice to Applicant, all of which are hereby expressly waived (except such notice as is required by applicable law and cannot be waived, in which event such notice shall be deemed proper if mailed at least five Business Days before disposition or other action) any and all Collateral (whether received pursuant to paragraph 6(c) hereof or otherwise) at private sale or at public auction or at broker's board or upon any exchange or otherwise, at Issuer's option, in such parcels and at such time and at such place and at such price and upon such terms and conditions as Issuer may deem proper, and to apply the net proceeds of such sale or sales, together with any balance of deposits and any sums credited by or due from Issuer to Applicant in general account or otherwise, to the payment of any and all of the Obligations, all without prejudice to the rights of Issuer against Applicant with respect to any and all amounts which may be or remain unpaid and if any such sale be at broker's board or public auction or upon any exchange Issuer may itself be a purchaser at such sale, free from any right of redemption, which Applicant hereby expressly waives and releases.

8. **Continuing Rights and Obligations.** Issuer's rights and liens hereunder shall continue unimpaired, and Applicant shall be and remain obligated in accordance with the terms and provisions hereof, notwithstanding the release and/or substitution of any Property which may be held as security hereunder at any time, or of any rights or interest therein. Applicant waives any defense whatsoever which might constitute a defense available to, or discharge of, a surety or a guarantor. If more than one Person signs this Agreement or an Application hereunder, each of them shall be jointly and severally liable hereunder and thereunder and all the terms and provisions regarding liabilities, obligations and Property of such Persons shall apply to any liabilities, obligations and Property of any and all of them.

9. **Jurisdiction; Waiver of Jury Trial.** (a) Applicant submits to the nonexclusive jurisdiction of any state or federal court located in the Borough of Manhattan, City of New York, State of New York, for itself and its Property and agrees that any such court shall be a proper forum for any action or suit brought by Issuer. Service of process in any legal action or proceeding arising out of or in connection with this Agreement, any Instruction or the Credit may be made upon Applicant by mailing a copy of the summons to Applicant either at the address set forth in the applicable Application or at Applicant's last address appearing in Issuer's records. In addition, if Applicant is organized or incorporated in a jurisdiction outside the United States of America, Applicant designates CT Corporation located at 111 8th Avenue, New York, New York 10011 as the true and lawful agent and attorney-in-fact of Applicant for receipt of the summons, writs and notices in connection with any such action or suit.

(b) No legal action or proceeding arising out of or in connection with this Agreement, any Instruction or the Credit may be brought by Applicant against Issuer (i) except in a state or federal court located in the Borough of Manhattan, City of New York, State of New York and (ii) unless commenced within one (1) year after (X) the expiration date of the Credit or (Y) the alleged breach shall have purportedly occurred, whichever is earlier.

(c) **APPLICANT WAIVES (I) THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION OR PROCEEDING IN WHICH ISSUER AND APPLICANT ARE PARTIES (WHETHER OR NOT THE ONLY PARTIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY INSTRUCTION OR THE CREDIT AND (II) THE RIGHT TO INTERPOSE ANY CLAIM, SETOFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION.**

10. **Applicable Law; Severability.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. The Credit shall be issued subject to either the UCP or, if elected by Issuer, the ISP, and whichever is chosen to govern the Credit is incorporated by reference into this Agreement and is evidence of Standard Letter of Credit Practice with respect to matters covered therein; ~~provided, however,~~ that to the extent permitted by applicable law, this Agreement shall prevail in case of a conflict between this Agreement, the Code and Standard Letter of Credit Practice and the UCP or ISP, whichever governs the Credit, shall prevail in case of conflict between the UCP/ISP and the Code and other Standard Letter of Credit Practice. Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Applicant hereby waives any provision of law which prohibits or renders unenforceable any provision of this Agreement.

(Continued on next page)

11. **No Third Party Benefits; Successor; Assignment; Integration; Delivery by Facsimile; Notices.** This Agreement shall be binding upon and inure to the benefit of Issuer and Applicant and their respective successors and permitted assigns. This Agreement shall not confer any rights or benefits upon any Person other than the parties to this Agreement, and their respective successors and permitted assigns. Issuer may assign or sell participations in all or any part of the Credit or this Agreement to another entity and Issuer may disseminate credit information relating to the Applicant in connection with any proposed participation. This Agreement may not be assigned by Applicant without the prior written consent of Issuer. This Agreement constitutes the entire contract among the parties relating

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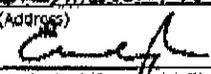
to the subject matter of this Agreement and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be signed and delivered by facsimile transmission. Notices to Issuer shall be sent to the address of Issuer as set forth on the Application and shall be delivered by hand, overnight courier or certified mail, return receipt requested. Notices to Applicant shall be sent to the address set forth below the signature line hereof.

12. **Continuing Agreement.** This Agreement is a continuing agreement and may not be terminated by Applicant except upon (i) payment of all obligations and (ii) the expiration or cancellation of the Credit.

THE UNDERSIGNED HEREBY AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, ALL OF WHICH HAVE BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED.

PrimeCo Personal Communications, Limited Partnership d/b/a VERIZON WIRELESS,

(Applicant)
150 WASHINGTON VALLEY ROAD ATTN: TREASURY SVCS.
BEDMINSTER, NJ 07921

(Address)

(Authorized Signature) (Title)

VICE PRESIDENT + CFO
(Date) 5/2/01

THE FOLLOWING IS TO BE EXECUTED IF THE CREDIT IS TO BE ISSUED FOR THE ACCOUNT OF A PERSON OTHER THAN THE PERSON SIGNING ABOVE:

AUTHORIZATION AND AGREEMENT OF ADDITIONAL PARTY NAMED AS ACCOUNT PARTY
To: THE ISSUER OF THE CREDIT

We join in this Agreement, naming us as Account Party, for the issuance of the Credit and, in consideration thereof, we irrevocably agree (i) that the above Applicant has sole right to give instructions and make agreements with respect to this Agreement and the Credit, and the disposition of documents, and we have no right or claim against you, any of your affiliates or subsidiaries, or any correspondent in respect of any matter arising in connection with any of the foregoing and (ii) to be bound by the Agreement and all obligations of the Applicant thereunder as if we were a party thereto. The Applicant is authorized to assign or transfer to you all or any part of any security held by the Applicant for our obligations arising in connection with this transaction and, upon any such assignment or transfer, you shall be vested with all powers and rights in respect of the security transferred or assigned to you and you may enforce your rights under this Agreement against us or our Property in accordance with the terms hereof.

PrimeCo Personal Communications, Limited Partnership d/b/a VERIZON WIRELESS,

(Account Party)
150 WASHINGTON VALLEY ROAD ATTN: TREASURY SVCS.
BEDMINSTER, NJ 07921

(Address)

(Authorized Signature) (Title)

VICE PRESIDENT + CFO
(Date) 5/2/01

Ron

FITZPATRICK SELECT SERVICES, LLC

Phone (414) 562-2310

Fax (414) 562-9116

TAX KEY: *713 -0 230 -000*
ADDRESS: *3839 W College Ave*

TAX KEY:
ADDRESS:

TAX KEY: *841 -0037 -000*
ADDRESS: *10270 W Deerwood Ln*

TAX KEY:
ADDRESS:

TAX KEY:
ADDRESS:

TAX KEY:
ADDRESS:

Thanks!

THANKS!

Shari: fax 414 562 9116, Thanks

TO: City of Franklin
Utility Billing Department
9229 W. Loomis Road
Franklin, WI 53132

Phone: 414-425-7510
FAX: 414-426-3106

Date: _____
Your File No: _____
Tax Key No: 713-0230-000
Property Address: 3839 W College Ave

Please complete a summary of current use, outstanding and delinquent user fees for the following property:
 No account for this property.

Water Billing: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Sewer Billing: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Public Fire Protection: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Private Fire Protection: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Irrigation: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Information provided by: _____
Please return to: _____
_____ (A postage paid envelope should be included)

FAX to: _____

Please complete a summary of current use, outstanding and delinquent user fees for the following property:

No account for this property.

Water Billing: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Sewer Billing: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Public Fire Protection: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Private Fire Protection: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Irrigation: Account No. _____
Reading dates of _____ to _____ Actual Estimated Fixed Rate
Amount Due: _____
Delinquent Amount: _____ Penalties: _____
Total Due: _____ Due Date: _____ Paid: _____

Information provided by: _____
Please return to: _____ (A postage paid envelope should be included)

FAX to: _____

