

ENROLLED ORDINANCE 177-33

APPROVE EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL

WHEREAS, Wisconsin Electric Power Company, d/b/a We Energies, has requested to construct, install, operate, maintain, repair, replace and extend underground utility facilities within Waukesha County property, known as the Bugline Recreation Trail; and

WHEREAS, the easement area is described as a strip of land ten (10) feet in width being a part of Grantor's premises abutting the north side of Custer Lane and located in the Southeast 1/4 of Section 8, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin; said premises are more particularly described in that certain Quit Claim Deed recorded in the office of the Register of Deeds for Waukesha County on December 15, 1978 as Document No. 1076278; and

WHEREAS, it is deemed necessary to allow We Energies to construct, install, operate, maintain, repair, replace and extend underground utility facilities on Waukesha County's land for the purpose of transmitting electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof; and

WHEREAS, it is necessary to provide an easement from Waukesha County to We Energies for the purpose of constructing, installing, operating, maintaining, repairing, replacing and extending underground utility facilities on County-owned land.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of an Underground Utility Easement ("Easement") to Wisconsin Electric Power Company, which will be recorded in the Office of the Register of Deeds, is hereby approved.

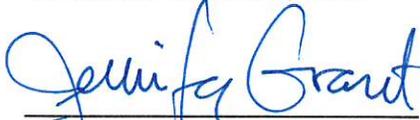
BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the Easement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

APPROVE EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY TO CONSTRUCT, INSTALL,
OPERATE, MAINTAIN, REPAIR, REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES
ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL

Presented by:
Land Use, Parks, and Environment Committee



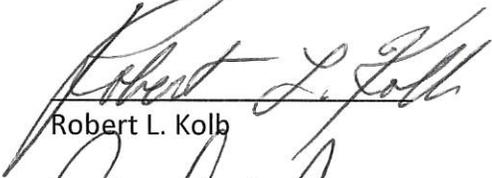
Thomas A. Michalski, Chair



Jennifer Grant



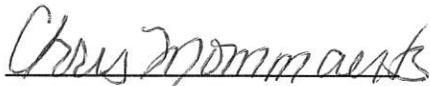
Christine M. Howard



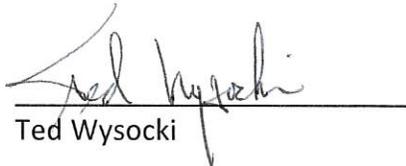
Robert L. Kolb



Brian Meier



Chris Mommaerts



Ted Wysocki

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: August 1, 2022, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 8/1/2022, 
Paul Farrow, County Executive

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4667688** IO NO. **52890**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WAUKESHA COUNTY, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land ten (10) feet in width being a part of Grantor's premises abutting the north side of Custer Lane and located in the **Southeast 1/4 of Section 8, Township 8 North, Range 20 East**, in the Village of Lannon, Waukesha County, Wisconsin; said premises are more particularly described in that certain **Quit Claim Deed** recorded in the office of the Register of Deeds for Waukesha County on **December 15, 1978 as Document No. 1076278**.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

MNFV0035994
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. Prior to any such trimming, Grantee shall consult with Waukesha County Department of Parks and Land Use in order to minimize any potential negative impacts of the trimming upon trees and bushes. Except in the case of emergency, no trees or bushes may be removed within the easement area without prior approval of the Waukesha County Park System, which approval shall not be unreasonably withheld provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein. Except in the case of emergency where time is of the essence with regards to power restoration, grantee may not trim, cut down or remove trees outside the easement area without prior approval of the Waukesha County Department of Parks and Land Use.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of any applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Consistent Uses Allowed:** The Grantor reserves the right to use the easement area for purposes which are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein.
8. **Continual Operation of Bugline Trail:** The County grounds shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed or denied. Excepting, however, in cases of emergencies when access shall be immediate.
9. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of the willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; and 2) any environmental claims, liabilities, losses, costs, damages or expenses not caused by the construction or operation of said facilities.
10. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. **Invalidity:** If any term or condition of this easement, or the application of this easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. **Entire Agreement:** This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.
13. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
14. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five-day review period.
15. **Insurance:** Grantor acknowledges and accepts that Grantee is self-insured. Grantee agrees to provide Grantor with defense and liability coverage to Grantor on a primary basis as if Grantor was additional insured under a standard Insurance Services Office commercial general liability policy with \$1,000,000 in coverage. Grantee shall require its contractors, subcontractors, agents and assigns entering Grantor's land to maintain statutory worker's compensation, commercial automobile liability, and commercial general liability insurance with Grantor, its boards, commission, agencies, officers, employees, and representatives as additional insured. Commercial general liability and commercial automobile liability shall be in the amount of not less than \$1,000,000 per occurrence.

Grantor:

WAUKESHA COUNTY, a municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the WAUKESHA COUNTY, a municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____.

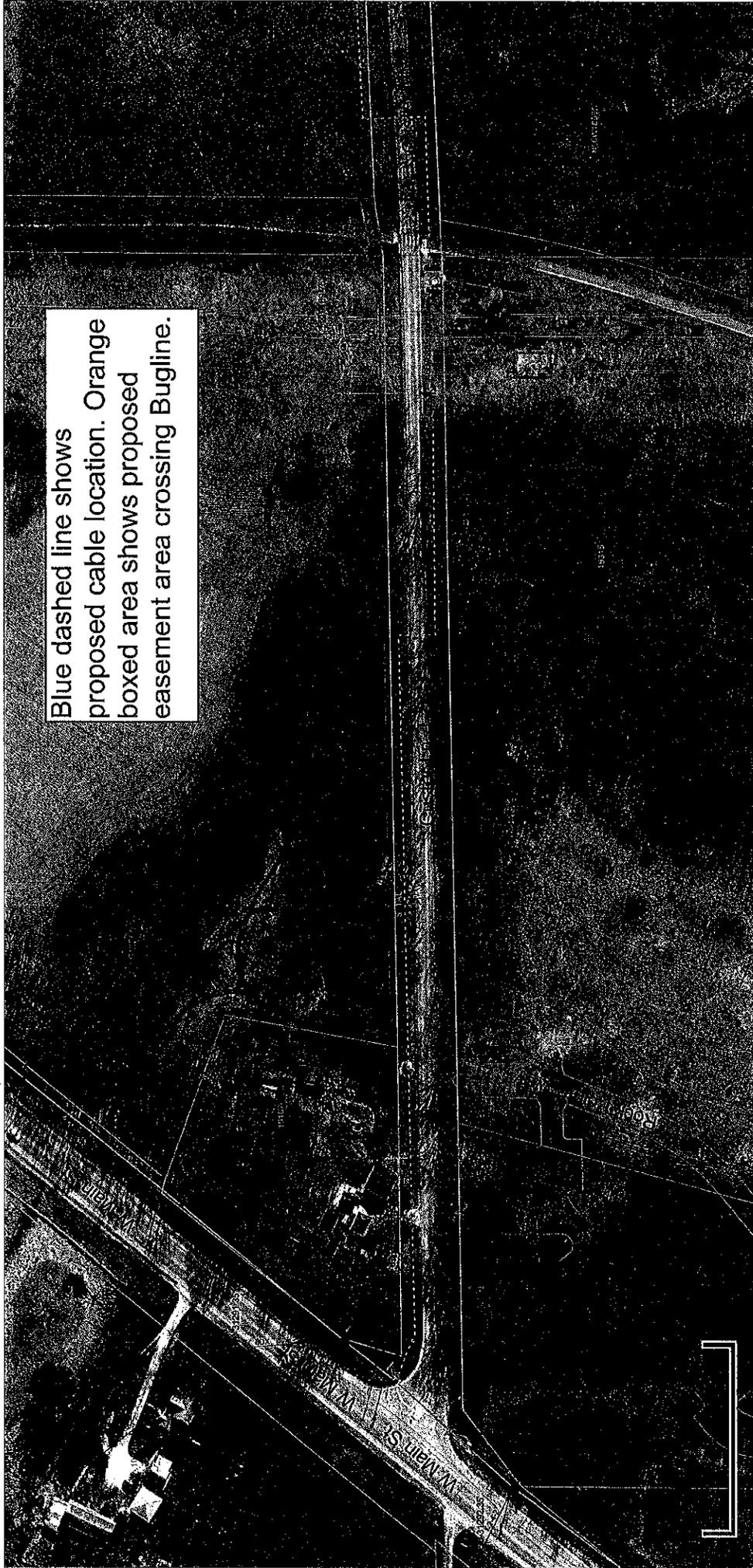
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



Blue dashed line shows proposed cable location. Orange boxed area shows proposed easement area crossing Bugline.

WEC NavIGate - 5/9/22, 11:55 AM

Lon:-88.146, Lat:43.163

WARNING: Do not use for construction purposes. For underground facility locations call Diggers Hotline in Wisconsin at 1-800-242-8511 or Miss Dig in Michigan at 1-800-482-7171. This document, in whole or in part, may not be reproduced in any form or by any means without the written consent of We Energies - 333 W. Everett St., Rm. A259, Milwaukee, WI 53202

ELECTRIC WORK REQUEST



4667688

C T V LANNON
 CUST PROJ NAME: GERMANTOWN SS FEEDER EXITS
 PROJECT LOCATION: 19167 W. MAIN ST.

PREPARED BY: TODD WIEDOFF
 E-MAIL: todd.wiedoff@we-energies.com
 OFFICE #: 262-502-6818 CELL #: 414-840-8106
 PROJECT ID: NO22009 IO #: 52955
 OPERATING MAPS: 4032-7784-04
 EXISTING FEEDER: Z2684-GERMANTOWN SS
 PROPOSED FEEDER: Z2675-GERMANTOWN SS
 T-R-S - 1/4c, 18N R20E, Sec. 8SE, C6S#:

TYPE OF WORK: CONVERSION KV to KV
 CABLE REPLACEMENT FEEDER CUT
 PAVING RELOCATION REBUILD
 OTHER GERMANTOWN SS NEW FEEDER EXITS

STAKING REQUIREMENTS:
 SURVEYOR STAKED NO
 DESIGNER NOT NEEDED YES NO

RESTORE PRIVATE PROPERTY:
 YES NO
 1-PHASE OH FOOTAGE: N/A 3-PHASE OH FOOTAGE: 160'
 1-PHASE DB FOOTAGE: N/A 3-PHASE DB FOOTAGE: 1770'
 MUG CONDUIT FOOTAGE: N/A MUG CABLE FOOTAGE: N/A
 # OF POLE INSTALLATIONS/REPLACEMENTS: 2
 # OF URD EQUIPMENT INSTALLATIONS/REPLACEMENTS: N/A

JU COMPANY AT&T
 PROJECT #: A0256VC
 CONSTRUCTION CONTACT: NICOLE TRZEBIATOWSKI
 PHONE # 414-535-7411, CELL #
 EMAIL nicole.trzebiatowski@att.com

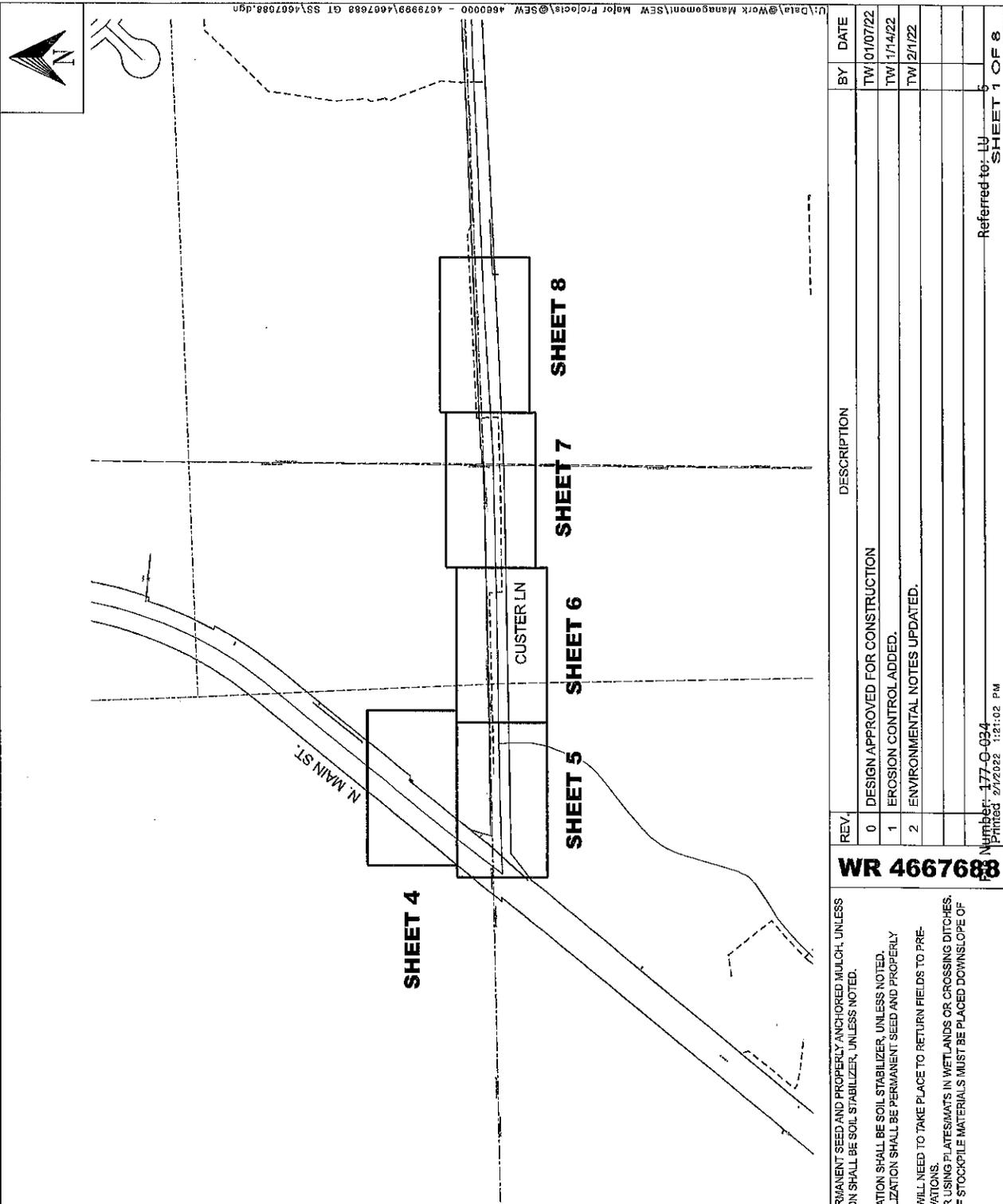
JU COMPANY TIME WARNER
 PROJECT #: N/A
 CONSTRUCTION CONTACT: JOHN BALDE
 PHONE # 414-908-1330 CELL #
 EMAIL john.balde@charter.com

RAILROAD PERMITTING/FLAGGING REQUIRED YES NO

RR NAME
 THIS IS A JUMPP PROJECT THIS IS NOT A JUMPP PROJECT
 ROW TO OBTAIN EASEMENT / ADD EASEMENT. SURVEYOR TO STAKE C/L AND MARK WIDTH OF EASEMENT ON STAKE.
 ROW TO CONTACT CST/DESIGNER FOR EASEMENT REQ'S.
 NO NEW EASEMENTS REQUIRED

EROSION CONTROL NOTES

- IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, UNLESS NOTED.
- FINAL STABILIZATION IS REQUIRED IN SPRING.
- IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
- IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
- DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES. STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
- PROJECT SPECIFICATIONS AND NOTES:



WR 4667688

REV	DESCRIPTION	BY	DATE
0	DESIGN APPROVED FOR CONSTRUCTION	TW	01/07/22
1	EROSION CONTROL ADDED.	TW	1/14/22
2	ENVIRONMENTAL NOTES UPDATED.	TW	2/1/22

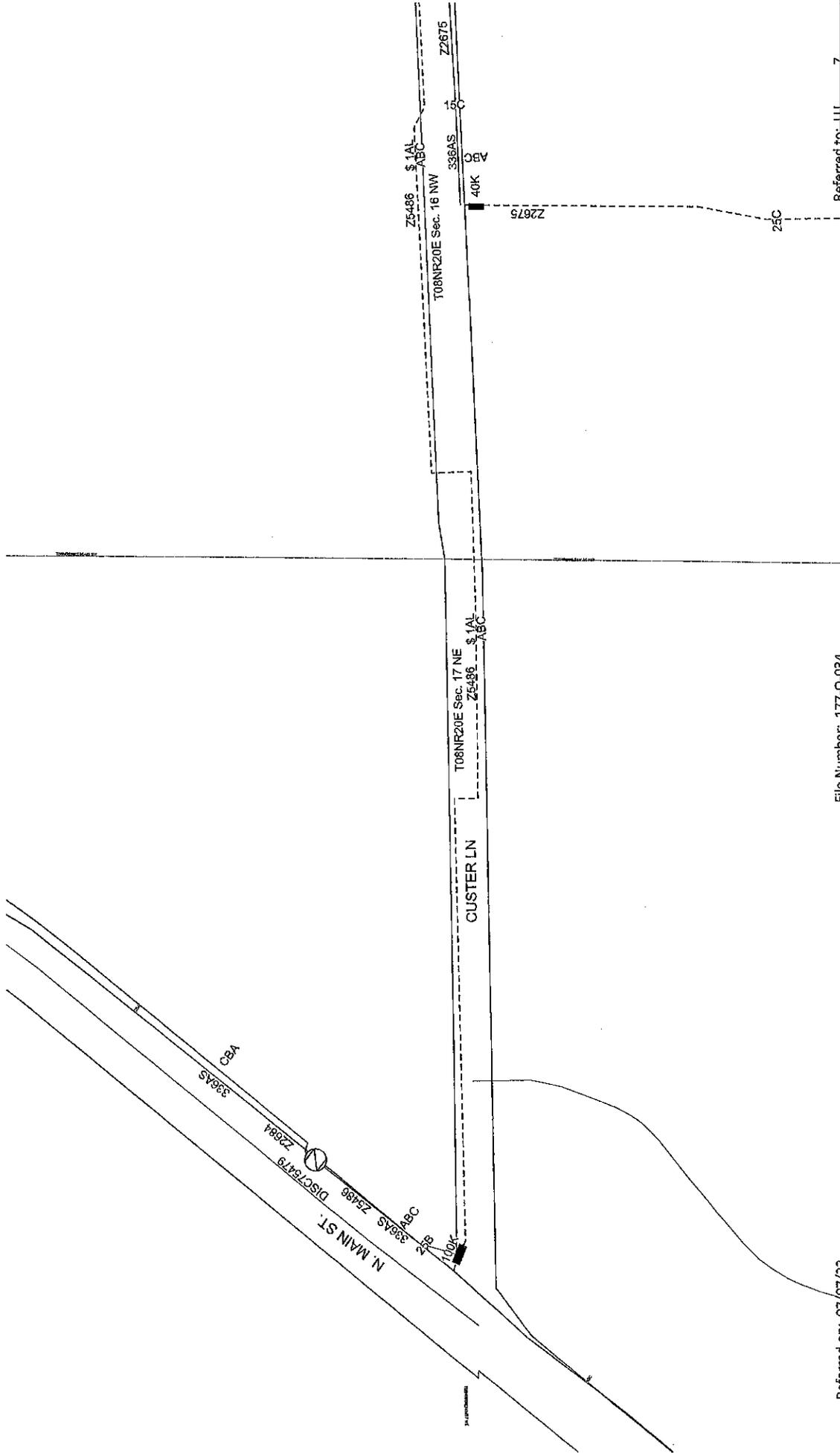
Number: 177-O-034
 Printed 2/1/2022 1:21:02 PM
 Referred to: LU SHEET 1 OF 8



ELECTRIC WORK REQUEST

4667688

EXISTING FEEDER Z2684



Referred on: 07/07/22

File Number: 177-O-034

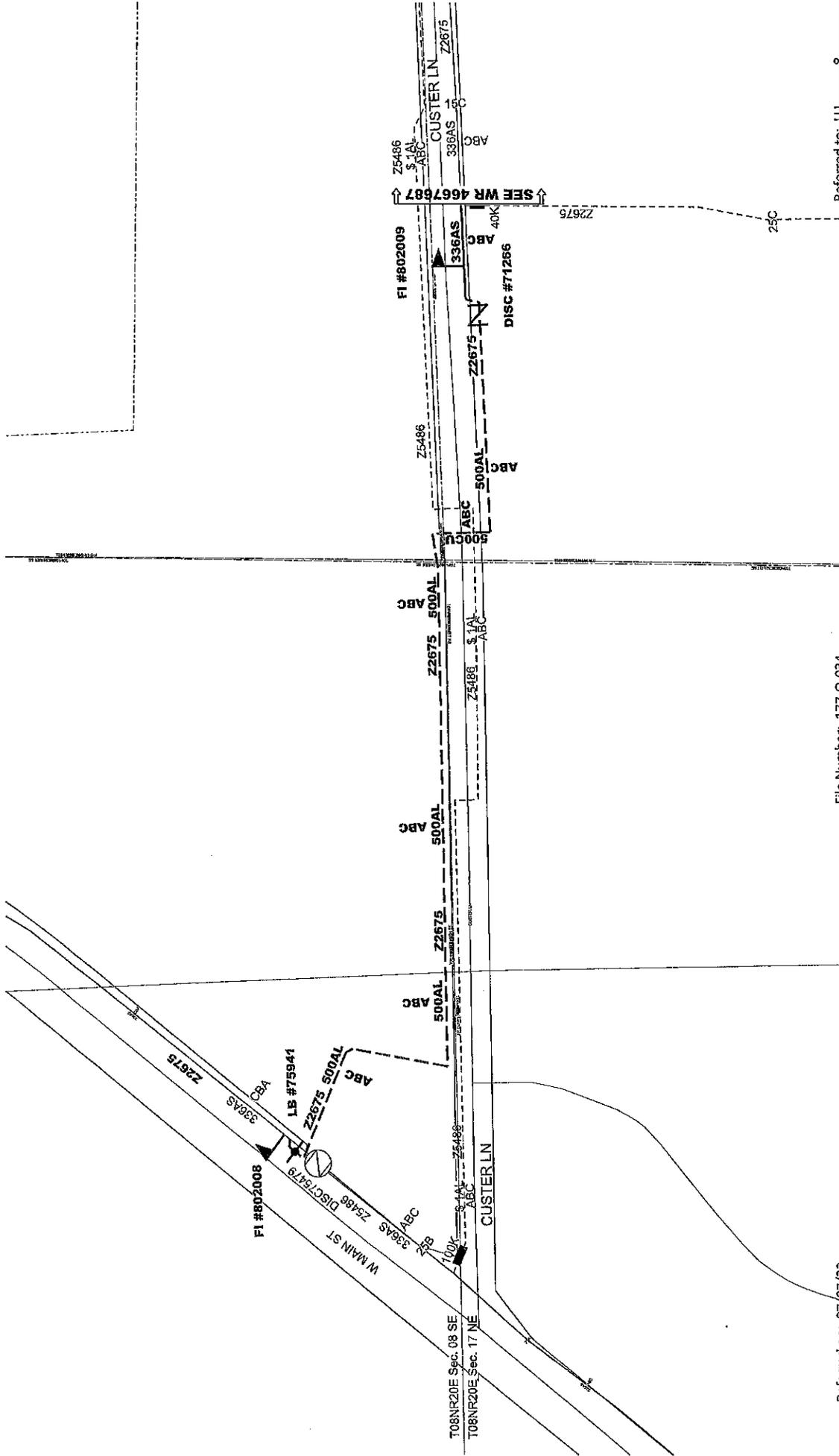
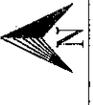
Referred to: LU SHEET 2 OF 8



ELECTRIC WORK REQUEST

4667688

PROPOSED FEEDER Z2675



Referred to: LU SHEET 3 OF 8

File Number: 177-O-034

Referred on: 07/07/22

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ELECTRIC WORK REQUEST
4667688

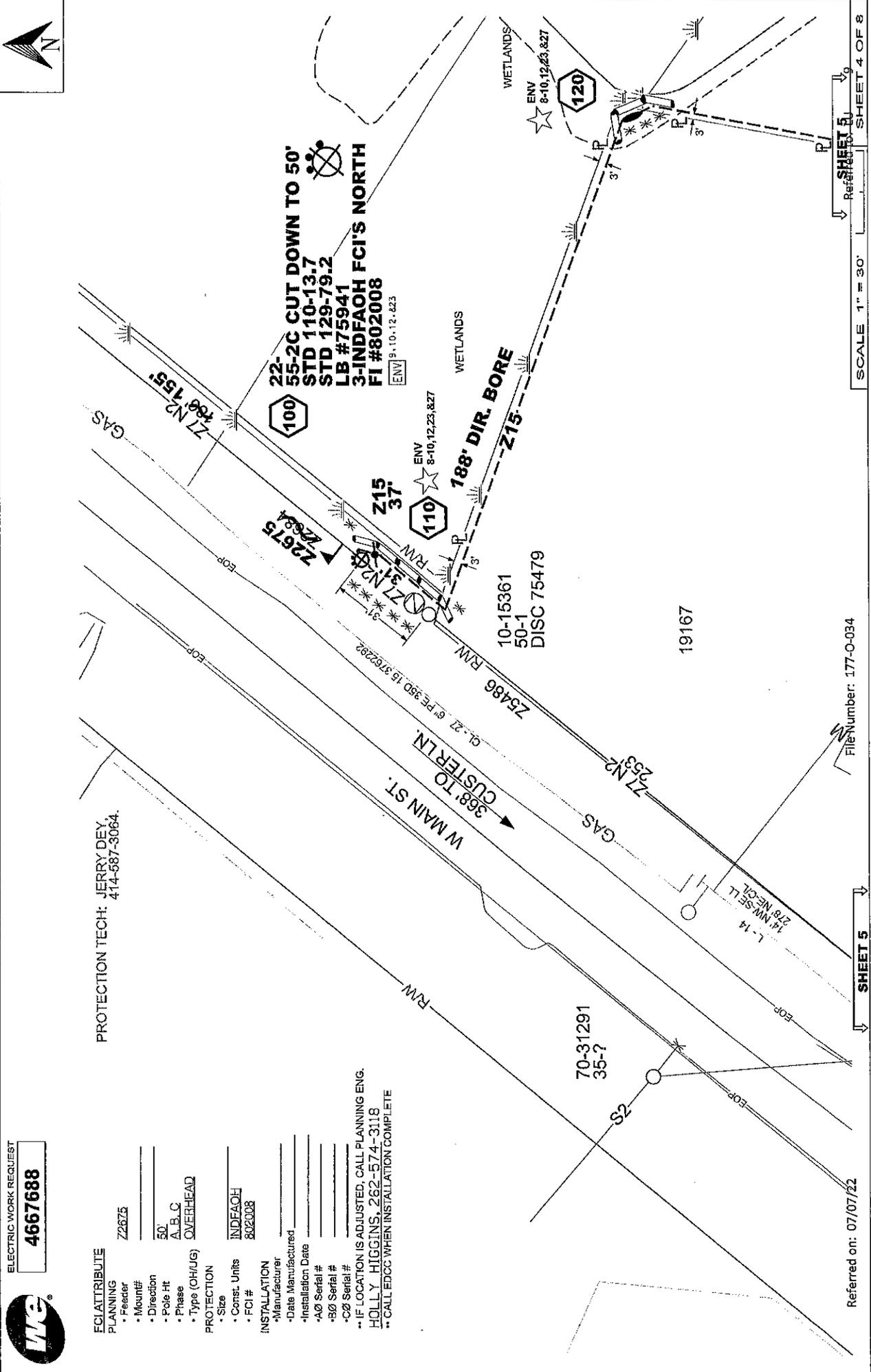
FCI ATTRIBUTE

- PLANNING
- Feeder Z2675
- Mount# 50
- Direction A.B.C
- Pole Ht OVERHEAD
- Phase OVERHEAD
- Type (OH/UG)
- PROTECTION
- Size INDFAOH
- Const. Units 802008
- FCI # 802008
- Manufacturer
- Date Manufactured
- Installation Date
- AO Serial #
- SO Serial #
- CO Serial #

INSTALLATION

- Date Manufactured
 - Installation Date
 - AO Serial #
 - SO Serial #
 - CO Serial #
- IF LOCATION IS ADJUSTED, CALL PLANNING ENG.
HOLLY HIGGINS, 262-574-3118
 • CALL EDCO WHEN INSTALLATION COMPLETE

PROTECTION TECH: JERRY DEY,
 414-587-3064.



SCALE 1" = 30'
 SHEET 5 OF 8

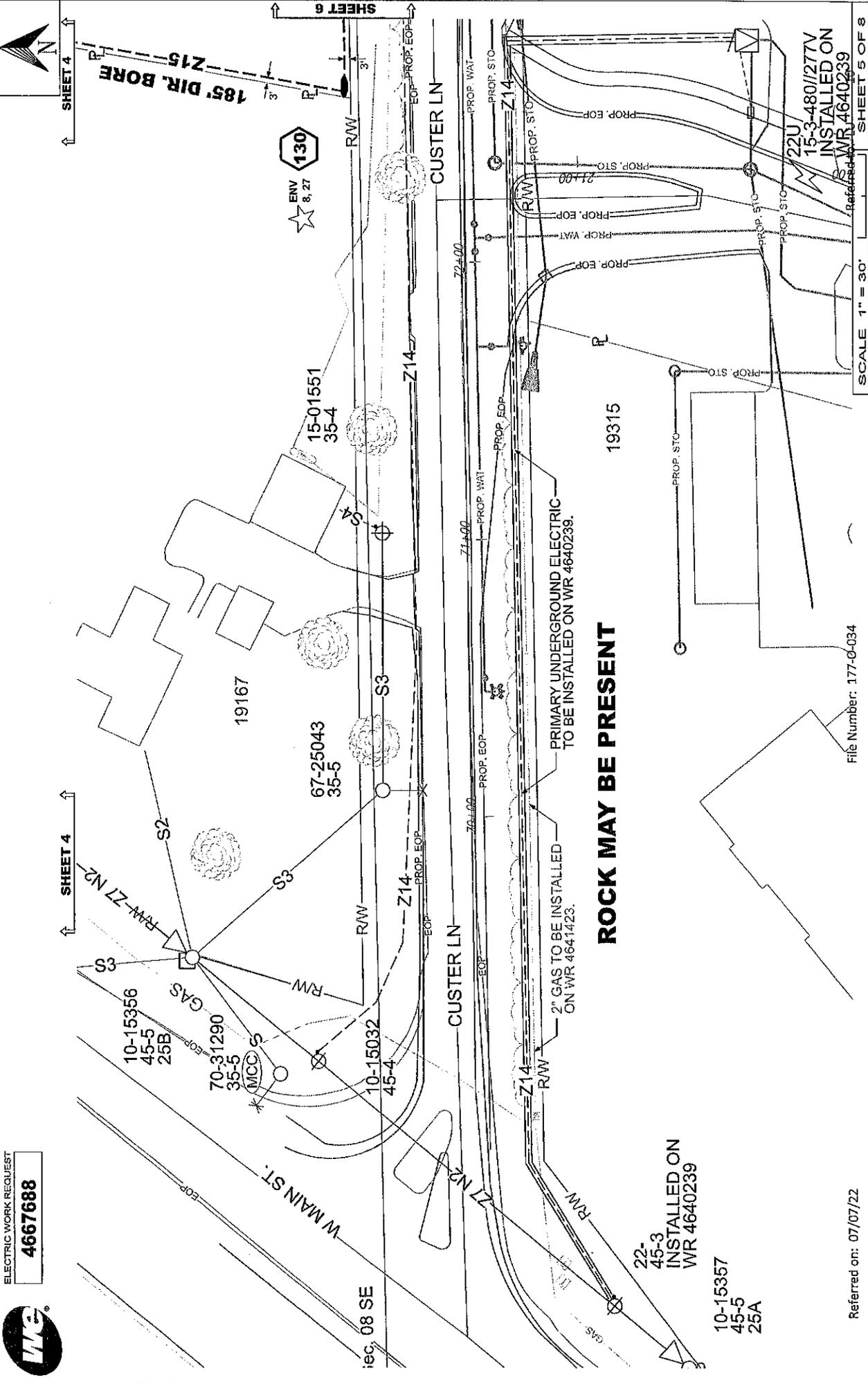
Referred to: SHEET 5
 Ref: 177-O-034

File Number: 177-O-034

Referred on: 07/07/22

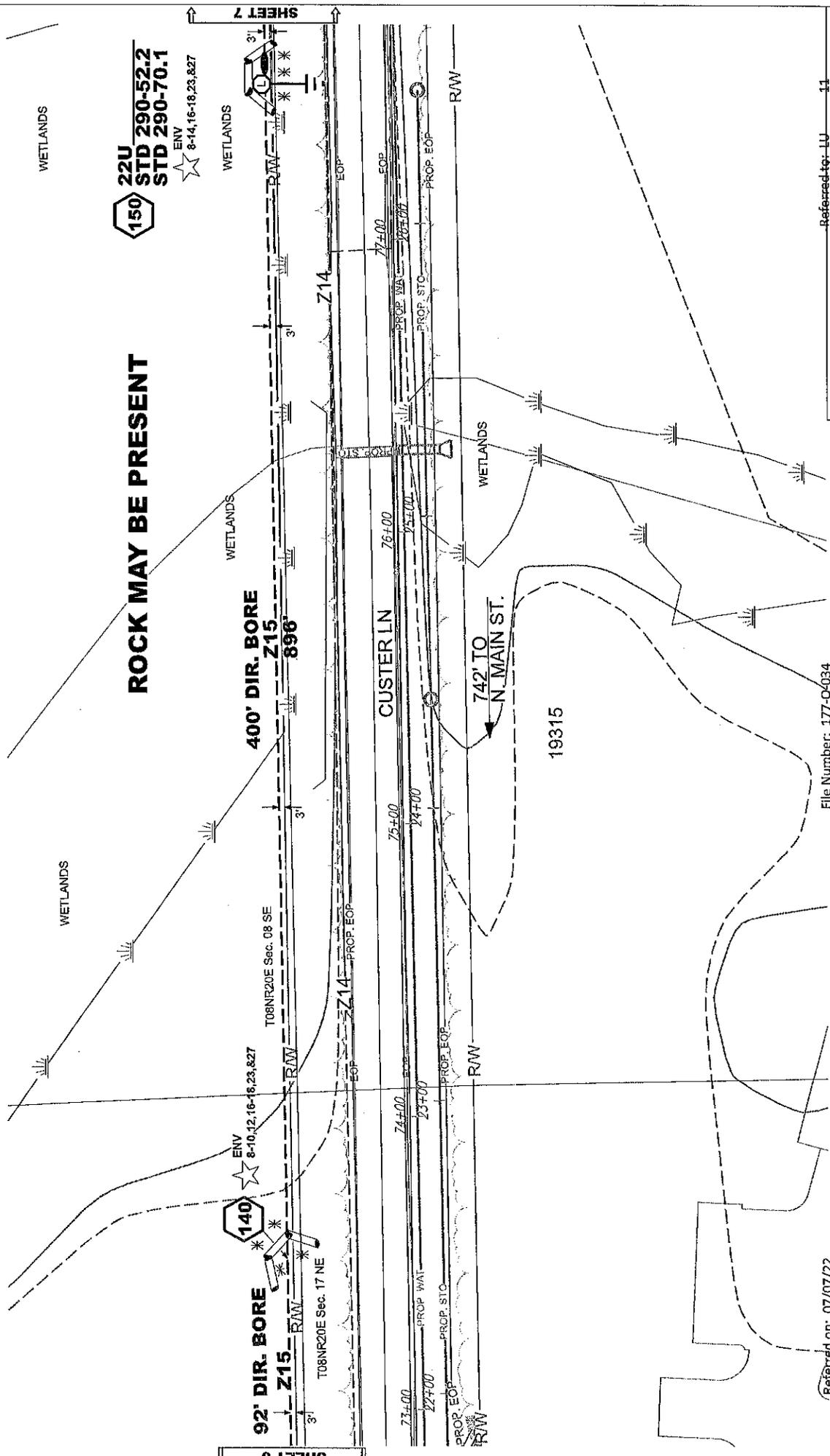
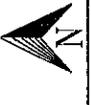


ELECTRIC WORK REQUEST
4667688





ELECTRIC WORK REQUEST
4667688



150 22U
STD 290-52.2
STD 290-70.1
ENV
8-14,16-18,23,827

92' DIR. BORE
Z15
T08NR20E Sec. 17 NE

400' DIR. BORE
Z15
T08NR20E Sec. 08 SE

CUSTER LN

742' TO
N. MAIN ST.

19315

Referred on: 07/07/22

File Number: 177-O-034

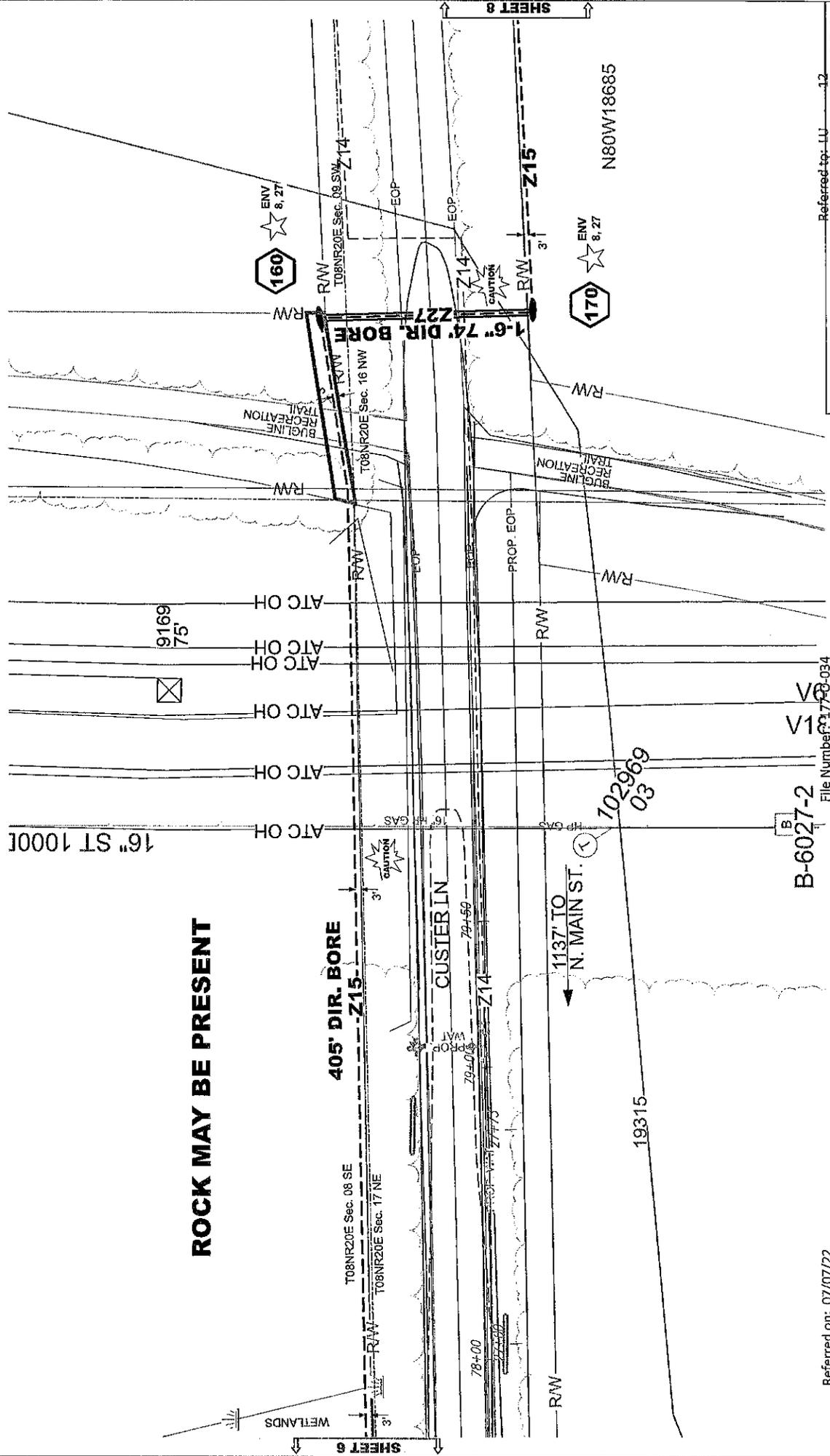
SCALE 1" = 30'
Referred to: LU SHEET 6 OF 8



ELECTRIC WORK REQUEST
4667688



ROCK MAY BE PRESENT



Referred on: 07/07/22

File Number: 1798-034

SCALE 1" = 30' Referred to: LU SHEET 7 OF 8

ELECTRIC WORK REQUEST
4667688



FCI/ATTRIBUTE

- PLANNING**
 Z2675
 • Feeder
 • Mount#
 • Direction
 • Pole Ht
 • Phase
 • Type (CH/UG)
PROTECTION
 • Size
 • Const. Units
 • FCI #
INSTALLATION
 • Manufacturer
 • Date Manufactured
 • Installation Date
 • AØ Serial #
 • BØ Serial #
 • CØ Serial #

- INDEFAOH**
 802009
 • Const. Units
 • FCI #
INSTALLATION
 • Manufacturer
 • Date Manufactured
 • Installation Date
 • AØ Serial #
 • BØ Serial #
 • CØ Serial #

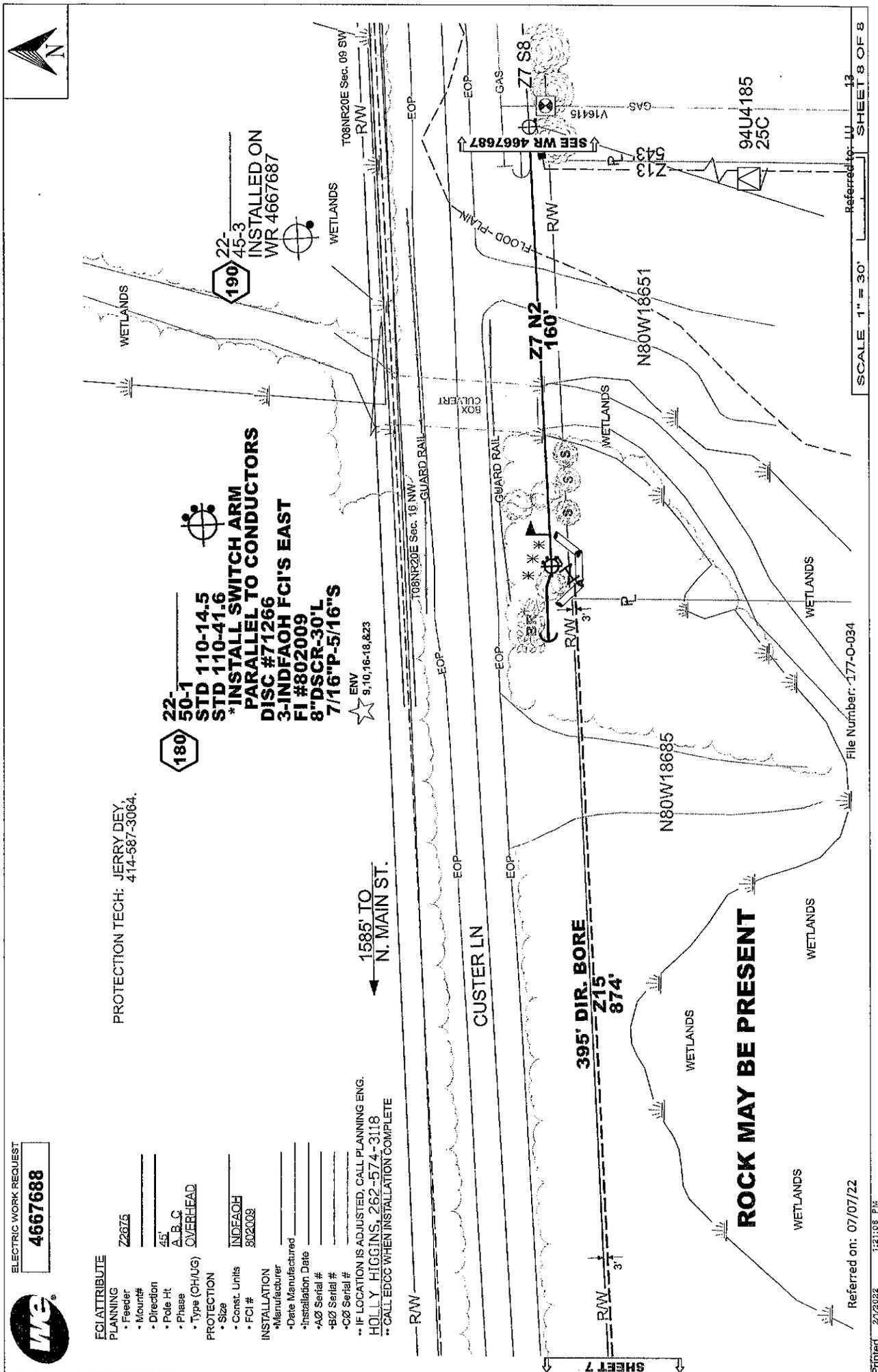
** IF LOCATION IS ADJUSTED, CALL PLANNING ENG.
 HOLLY HIGGINS, 262-574-3118
 ** CALL EDOC WHEN INSTALLATION COMPLETE

PROTECTION TECH: JERRY DEY,
 414-587-3064.

180
 50-1
 STD 110-14.5
 STD 110-41.6
 *INSTALL SWITCH ARM
 PARALLEL TO CONDUCTORS
 DISC #71266
 3-INDEFAOH FCI'S EAST
 FI #802009
 8" DSCR-30"L
 7/16" P-5/16" S
 ENW 9,10,16-18, & 23

190
 22-45-3
 INSTALLED ON
 WR 4667687

1585' TO
 N. MAIN ST.



Referred on: 07/07/22

File Number: 177-O-034

SCALE 1" = 30'

Referred to: 117-SHEET 8 OF 8

OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z	NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
Z 1 #2 ACSR	N 1-#2 ACSR	S 6DX	\$ 1/0 TXF
Z1 1 #1/0 ACSR	N1 1-#1/0 ACSR	S1 4 TX	\$1 4/0 TXF
Z2 1 #3/0 ACSR	N2 1-#3/0 ACSR	S2 2 TX	\$2 3/0 TXF
Z3 3 #2 ACSR	N3 1-#3/0 AL	S3 1/0 TXR	\$3 3/0 TX
Z4 3 #1/0 ACSR	N4 1-#336 ACSR	S4 3/0 TXR	\$4 350 TX
Z5 3 #3/0 ACSR	N5 REMOVAL	S5 750 TXR	\$5 750 TX
Z7 3 #336 ACSR	GYLING	S6 750 TXR	\$6 1/0 OXF
Z9 SPECIAL LIST ON SKETCH	G 1/4" ARM GUY	S7 1/0 TXF	\$7 3/0 OXF
X13 1 #1 AL 25KV	G1 5/16" ARM GUY	S8 4/0 TXF	\$8 350 OXR
X14 3 #1 AL 25KV	G2 3/8" ARM GUY	S9 336 TXR	\$9 750 OXR
X15 3 #500 AL 28KV	G3 5/16" POLE GUY	S10 750 TXF	\$10 3 WIRE REMOVAL
X16 1 #2 AL 15KV	G4 3/8" POLE GUY	S11 3 WIRE REMOVAL	\$11 3/0 OXR
X17 3 #2 AL 15KV	G5 7/16" POLE GUY	S12 3 WIRE MAIN	\$12 4 WIRE REMOVAL
X18 3 #500 AL 15KV		S14 6DX CIC	
X19 3 #1/0 AL 35KV		S15 1/0TX CIC	
X20 3 #750 AL 35KV			
X21 3 #750 AL 28KV			
X22 1 #2 Cu 15KV			
X23 3 #2 Cu 15KV			
X24 1 #2 Cu 25KV			
X25 3 #2 Cu 25KV			
X26 3 #500 Cu 15KV			
X27 3 #500 Cu 28KV			
X28 3 #750 Cu 28KV			
X29 SPECIAL - LIST			
X30 ON SKETCH			

STANDARD WIRE KEY

**OVERHEAD PRIMARY
E, F, H, Q, R, W, X or Z**

CLEARANCE NOTES:
 -LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
 -MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
 -THIS APPLIES TO GAS AND WATER MAINS.
 -MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
 -MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
 -MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.
 NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-92.

WE ENERGIES - ELECTRIC OPERATIONS

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

- General**
- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.
- Erosion Control**
- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
 - Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (<http://dnr.wi.gov/topic/stormwater/standards/standards.html>).
 - Refer to We Energies Construction Site Sediment and Erosion Control Standards.
 - Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events; repair as necessary.
 - When temporary stabilization is required (e.g., for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.
- Contaminated Soils**
- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.
- Spills**
- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - Any quantity of oil is spilled into surface water;
 - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - Any oil spill containing greater than 500 ppm PCB;
 - Five gallons or more of oil spilled to the ground;
 - Any oil spill involving a police department, fire department, DNR, or concerned property owner.
- Notes 8 through 27 apply as noted at specific points within each work request**
- Dewatering**
- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.
- Wetlands**
- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
 - All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
 - If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
 - Excavated soils cannot be stockpiled in wetlands.
- Fract-out Contingency Plan**
- A fract-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components:
 - Continuously inspect the bore paths for fract-outs in order to respond quickly and appropriately.
 - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a fract-out occur.
 - A vac truck shall be accessible on short notice in order to respond to a fract-out.

- NEUTRAL**
- N 1-#2 ACSR
 N1 1-#1/0 ACSR
 N2 1-#3/0 ACSR
 N3 1-#4/0 AL
 N4 1-#336 ACSR
 N5 REMOVAL
 GYLING
 G 1/4" ARM GUY
 G1 5/16" ARM GUY
 G2 3/8" ARM GUY
 G3 5/16" POLE GUY
 G4 3/8" POLE GUY
 G5 7/16" POLE GUY
- SECONDARY - 1PHASE**
- S 6DX
 S1 4 TX
 S2 2 TX
 S3 1/0 TXR
 S4 3/0 TXR
 S5 750 TXR
 S6 750 TXR
 S7 1/0 TXF
 S8 4/0 TXF
 S9 336 TXR
 S10 750 TXF
 S11 3 WIRE REMOVAL
 S12 3 WIRE MAIN
 S14 6DX CIC
 S15 1/0TX CIC
- SECONDARY - 3PHASE**
- \$ 1/0 TXF
 \$1 4/0 TXF
 \$2 3/0 TXF
 \$3 3/0 TX
 \$4 350 TX
 \$5 750 TX
 \$6 1/0 OXF
 \$7 3/0 OXF
 \$8 350 OXR
 \$9 750 OXR
 \$10 3 WIRE REMOVAL
 \$11 3/0 OXR
 \$12 4 WIRE REMOVAL
- 13.** All excess spoils shall be removed from wetlands and placed in a suitable upland location.
14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
- Waterways**
- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
 - No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
 - Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.
- Threatened and Endangered Species**
- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
 - In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
 - Exclusion fencing must be installed at the work area prior to March 15.
 - A qualified biologist must be present when conducting work at this location.
- Invasive Species**
- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).
- Cultural and Historical Resources, cont.**
- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
 - If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at this site MAY NOT PROCEED until the Environmental Department authorizes it.
 - A "qualified archaeologist", as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

EROSION CONTROL LEGEND

SYMBOL	INLET PROTECTION, TYPE
	12" WATTLE or 12" 28" SEDIMENT LOG or 9.5" 720" EROSION EEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	Reference to DW 109



File Number: 177-O-034

Referred to: Appendix A

VOTING RESULTS

AYE 24 NAY 0 ABSTAIN 1

Ordinance 177-O-034

Ordinance 177-O-034: Approve Easement To Wisconsin...

 Passed By Majority Vote

D1 - Foti	AYE	D14 - Mommaerts	AYE
D2 - Weil	AYE	D15 - Kolb	AYE
D3 - Morris	AYE	D16 - Crowley	AYE
D4 - Batzko	AYE	D17 - Meier	AYE
D5 - Grant	ABSENT	D18 - Nelson	AYE
D6 - Walz	AYE	D19 - Enriquez	AYE
D7 - LaFontain	AYE	D20 - Schellinger	AYE
D8 - Michalski	AYE	D21 - Gaughan	AYE
D9 - Heinrich	AYE	D22 - Wysocki	AYE
D10 - Thieme	AYE	D23 - Hammitt	AYE
D11 - Howard	AYE	D24 - Bangs	AYE
D12 - Wolff	AYE	D25 - Johnson	AYE
D13 - Decker	AYE		

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