CITY OF PRINCETON
COMMON COUNCIL MEETING
COUNCIL CHAMBERS – 431 W. MAIN STREET

AMENDED

TUESDAY, JANUARY 25, 2011

7:00 PM

1. **CALL TO ORDER AND ROLL CALL.**
2. **PLEDGE OF ALLEGIANCE.**
3. **APPEARANCES FROM THE PUBLIC.**
4. **CONSENT CALENDAR:**
   - A. Minutes for Approval:
     - i. January 11, 2011
   - B. Licenses for Approval
     - i. Operators License-Marabeth A Hoffman (renewal)
5. **OFFICER REPORT**
   - A. City Administrator/Clerk/Treasurer
     - i. Organizational Management Philosophy
     - ii. Date for Electronics Recycling
6. **NEW BUSINESS**
   - **A.** Farmer Street Sewer Repair
7. **COMMUNICATIONS**
8. **CLOSED SESSION**
   - **A.** Adjourn into closed session pursuant to WI State Statute 19.85 (1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:
     - i, Ambulance Service Agreements with Townships
9. **ADJOURN**

* The meeting room is accessible to all. Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Administrator's office at 920.295.6612 with as much advance notice as possible.

CITY OF PRINCETON
COMMON COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, JANUARY 11, 2011
7:00 PM

1. **CALL TO ORDER AND ROLL CALL.** Mayor Mosolf called the meeting to order at 7:01 PM. In attendance were Alderpersons Kallenbach, Bednarek, Garro, Pulvermacher, and Hardt, and Mayor Mosolf. Absent was Alderperson Magnus.
2. **PLEDGE OF ALLEGIANCE.** The Pledge of Allegiance was recited.
3. **APPEARANCES FROM THE PUBLIC.** Nothing at this time.
4. **CONSENT CALENDAR:**
   - **A. Minutes for Approval:**
     - **i. December 28, 2010**
   - **B. Invoices for Approval-Kunkel Engineering $2,865.00**
   - **C. Motions from Committee of the Whole- Motion to disband Outdoor Wood Burner Task Force and to Approve ATV Access for Charity Ride.** There was a discussion about item 4B-Alderperson Pulvermacher was not satisfied with the invoice. Hardt motioned to approve Consent Calendar items 4Ai through 4C, seconded by Garro. Carried 4-1 with Pulvermacher voting against.
5. **OFFICER REPORTS:**
   - **A. Mayor.** Mayor Mosolf stated the new City Administrator would be starting on 1/17/2011.
   - **B. Police Chief.** Chief Bargenquast handed out a report
   - **C. Ambulance Director.** Director Roehl stated the new City Administrator wanted to stay at EMT house form 1/24/2011 until 2/18/2011, would there be a problem with the Council if he did, if there could be a separate account for donated money and fundraiser money, the Operational Plan is in progress, and at the next Council Meeting there will be a full Annual Report.
   - **D. Emergency Government.** Nothing at this time.
   - **E. Zoning Administrator / Building Inspector.** A report was turned in to the Council.
   - **F. Library Director** A report was turned in to the Council
6. **OLD BUSINESS**
   - A. **Consideration of Contract for Electronics Recycling** Garro motioned to Approve the Electronics Recycling Contract Between Town and City of Princeton and 5R Processors, Ltd, pending the approval of the contract from City Attorney and to bring to the next Council Meeting so the date can be selected, seconded by Pulvermacher. Carried 4-1 with Hardt voting against.
7. **NEW BUSINESS**
   - A. **Draft Ordinance-Social Host-Regulating Underage Possession and Consumption of Alcohol at Private Residences** Chief Bargenquast gave this to the Council and asked if this is something the Council would like to enact in the City of Princeton. No action was taken.
   - **B. Draft Ordinance- Sex Offender Child Safety Zone** Hardt motioned to approve Ordinance-Sex Offender Child Safety Zone, seconded by Garro. Carried 5-0.
   - **C. Approval of Off Duty Carry Policy** The council agreed there should be a policy. No action was taken.
8. **COMMUNICATIONS** Alderperson Garro read a letter from Joyce Neubauer-Regarding the apartment complex where she lives-inquiring if there was an

CITY OF PRINCETON

Mayor
Bob Mosolf

City Administrator
John S. Weidl

438 W. Main Street · Princeton, Wisconsin 54968
920-295-6612 · Fax: 920-295-3441

City Alderpersons
Dave Bednarek
Patti Garro
Greg Hardt
Jasper Kallenbach
Victor Magnus
Ernie Pulvermacher

To: All Employees

From: John S. Weidl, City Administrator

CC: Mayor Mosolf, Council President Bednarek, Common Council

Date: January 16, 2011

RE: Organizational Management Philosophy

It is my personal responsibility not only to find problems but to correct them; this responsibility comes before all other obligations. My unwavering determination and tenacity will aid me in this process. As Administrator, I must face the facts objectively and be committed to making any necessary changes—regardless of the consequences to myself.

I realize that good ideas must be driven into practice with courage and commitment. Successful implementation demands a collective fortitude against apathy or lack of follow-through. Recognizing the problem and developing a solution is only the start. Success is rooted in the sustained effort of an organization to solve problems through teamwork, innovation, and clarity of purpose.

I strive to instill in the organization an attitude of personal responsibility for seeing a job properly accomplished. An employee who claims that "I am not responsible" is in fact not a responsible employee. Conversely, I commit to freely give authority and responsibility as members of the organization become capable of assuming new and more difficult duties, thus benefiting the entire organization through increased knowledge, experience, and capacity.

I require frequent reports from key staffers, both oral and written, as a way to communicate problems, recommendations, and successes without having them filtered through others. All progress throughout the organization will be checked through impartial review and evaluation processes to ensure perseverance toward continual improvement and accountability for the actions of all members of the organization.

I encourage all staff to generate clear and vigorous arguments for opposing viewpoints as well as for their own. Open discussions and disagreements are encouraged so that all sides of an issue will be fully explored. In this respect, we will build trust in one another and an environment that fosters communication.

I believe in a common-sense approach to management. If I dedicate myself fully to the City of Princeton and devote the required effort to achieve success, I believe that others will too. Only by working together toward a shared vision of success will the City of Princeton achieve its goals.

Regards,

John S. Weidl

John S. Weidl
City Administrator/Clerk/Treasurer

Contract Number:_____

SURPLUS ELECTRONIC EQUIPMENT
SERVICE AGREEMENT
BETWEEN

TOWN AND CITY OF PRINCETON
AND
5R PROCESSORS, LTD.

This Service Agreement (hereinafter referred to as **Agreement**) is for the disposition of Surplus Electronic Equipment for **TOWN AND CITY OF PRINCETON** (hereinafter referred to as **TOWN AND CITY OF PRINCETON**), having its principal place of business at **438 W. Main Street**, Princeton, WI 54968 by **5R Processors, Ltd.** (hereinafter referred to as **5R**) having its principal place of business at 600 Gates Avenue West, Ladysmith, WI 54848.

1.0 **PURPOSE.**

The purpose of this Agreement is to set forth the terms and conditions under which 5R will manage Surplus Electronic Equipment identified by TOWN AND CITY OF PRINCETON.

2.0 **SCOPE OF WORK.**

From time to time TOWN AND CITY OF PRINCETON will accumulate retired Surplus Electronic Equipment for disposition through recycling and reuse. The Scope of Work (SOW), Exhibit A of this Agreement, shall describe the services that will be provided by 5R for said services.

3.0 **PERIODIC MEETINGS.**

TOWN AND CITY OF PRINCETON and 5R representatives will meet periodically at a mutually agreed upon time and place to review the status of TOWN AND CITY OF PRINCETON Surplus Electronic Equipment Disposition Project and to address any other issues relevant to the performance of the parties under this Agreement.

4.0 **TERM AND TERMINATION.**

4.1 The initial term of this Agreement shall be one (1) year after the date of execution.

4.2 This Agreement may be extended for an additional three (3) year term upon the written Agreement of the parties.

4.3 If either party fails to perform any of its material obligations under this Agreement, then, upon ninety (90) days written notice specifying such failure, the notifying party may terminate this Agreement, unless the breach specified in such notice has been rectified during the ninety (90) day period.

4.4 In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party will be liable for such termination to the other for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, or commitments in connection with the business of 5R or TOWN AND CITY OF PRINCETON.

5.0 **CONFIDENTIALITY.** –OMMITTED FROM AGREMEMENT

6.0 **WASTE.**

To the extent that any of the Surplus Electronic Equipment includes material that is considered a solid or hazardous waste by any federal, state or local law or regulation or guidance 5R, shall handle such material in full compliance with any applicable law, regulation, or guidance. 5R shall be fully liable for any fine, sanction, penalty, assessment, order, directive, or other expense associated with the handling, transporting, and storage of the removed Surplus Electronic Equipment and will indemnify TOWN AND CITY OF PRINCETON and its agents, servants, officers and employees against any claims, suites, proceedings, costs, losses, expenses, damages, fines, sanctions, penalties, assessments, orders, directives, or other liabilities incurred by TOWN AND CITY OF PRINCETON result of the actions of 5R hereunder or in connection with the disposal, handling, transporting, and storage of the removed Surplus Electronic Equipment.

7.0 **NO WARRANTY.**

TOWN AND CITY OF PRINCETON makes no warranty of any kind, expressed or implied, with regard to the Surplus Electronic Equipment. The Surplus Electronic Equipment is offered to 5R on an "as is" basis only. This warranty exclusion includes without limitation, any warranty of merchantability or fitness for a particular purpose, statutory warranty or otherwise.

8.0 **LIMITATION OF LIABILITY.**

In no event will TOWN AND CITY OF PRINCETON be liable to 5R for any incidental, indirect, special or consequential damages of any kind (including, without limitation, loss of profit), whether or not TOWN AND CITY OF PRINCETON has been advised of the possibility of such loss, however caused, whether for breach of reputation of contract, tort, negligence or otherwise.

9.0 **INSURANCE.**

5R shall obtain and maintain in full force and effect during the term of this Agreement (a) commercial general liability insurance (including contractual liability coverage) with coverage limits of not less than One Million Dollars ($1,000,000.00) per occurrence, (b) auto liability with coverage limits of not less than One Million Dollars ($1,000,000.00) per occurrence, and (c) workers compensation insurance as required by Law. At the time of execution of this Agreement, 5R shall provide to TOWN AND CITY OF PRINCETON a certificate of insurance evidencing insurance coverage's required under this section.

10.0 **INDEMNITY.**

5R shall indemnify, defend and hold TOWN AND CITY OF PRINCETON harmless from and against any and all claims, demands, actions, suits, proceedings, losses, damages, penalties, obligations, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly, in whole or in part, from the negligence or willful misconduct of 5R its agents and employees.

11.0 **EXPORT.**

5R understands and acknowledges that items of Surplus Electronic Equipment may be subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, which prohibits export or diversion of goods to certain countries and parties. 5R agrees that it will not knowingly assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. 5R warrants that it shall not sell any Surplus Electronic Equipment to an entity or person not approved to receive controlled commodities under applicable U.S. laws and regulations and that 5R will abide by such laws and regulations. 5R shall hold harmless and indemnify TOWN AND CITY OF PRINCETON from a breach of this paragraph by 5R, and any agent, employee, or subsidiary of 5R.

12.0 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, excluding its choice of law rules. Any dispute regarding the interpretation or validity of, or otherwise arising out of this Agreement shall be subject to the exclusive jurisdiction of the Wisconsin state courts in and for Rusk County, Wisconsin. TOWN AND CITY OF PRINCETON and 5R agree to submit to the personal and exclusive jurisdiction and venue of these courts. The parties hereby expressly waive the right to a jury trial and agree that any proceeding hereunder shall be tried by a judge without jury.

13.0 UNENFORCEABLE PROVISIONS.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Agreement.

14.0 NOTICES.

All notices and demands of any kind which either 5R or TOWN AND CITY OF PRINCETON may be required or desired to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth above (or at such different addresses as may be designated by either party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, and shall be deemed complete three (3) days after mailing.

15.0 WAIVER.

The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provision or of the right of such party to enforce each and every such provision.

16.0 ASSIGNMENT.

The Agreement may not be assigned by either party, without the express written permission of the other party, except to a purchaser or acquirer of all or substantially all of the party's assets.

17.0 CONFLICTING PROVISIONS.

No provision of any purchase order, acknowledgment or any other document, which is inconsistent with the terms of this Agreement, shall be enforceable unless the provision is specifically accepted in writing by both parties.

18.0 COMPLETE AGREEMENT.

This Agreement constitutes the complete and exclusive Agreement of the parties and supersedes all Agreement's, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than 5R and TOWN AND CITY OF PRINCETON, or their successors, or permitted assigns, any right or remedies under or by reason of this Agreement.

19.0 PAYMENT AND TERMS

Fees will be collected at event according to fee schedule B.

5R Processors, Ltd.
600 Gates Ave. West
Ladysmith, WI 54848
Attn: Accounts Receivable
PH: 715-532-2061

20.0 ACCOUNT MANAGEMENT.

5R shall assign an account representative that shall be fully informed and accountable for TOWN AND CITY OF PRINCETON Agreement, the SOW, its scope, terms and responsibilities as set forth therein to work with designated TOWN AND CITY OF PRINCETON representatives. The 5R's account representative shall be **Darlene Grotzinger** single point of contact and shall be responsible for overseeing the services performed and ensure that all Deliverables

are provided to TOWN AND CITY OF PRINCETON in accordance with the Agreement and this SOW and within the timeframes set forth herein.

Additionally, it is expected that 5R shall provide TOWN AND CITY OF PRINCETON's designated representative, single point of contact, with an on-going status from the initial coordination of the equipment's removal from TOWN AND CITY OF PRINCETON's designated facilities through and up to TOWN AND CITY OF PRINCETON's acceptance for the work completed as set forth herein.

21.0 **AMENDMENT.**

This Agreement, Scope of Work, and Fee Schedule shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

TOWN AND CITY OF PRINCETON	***5R PROCESSORS, LTD.***
By: John S. Weidl	By: _____
John S. Weidl Name (Print or type)	_____ Name (Print or type)
Title: City Administrator	Title: _____
Date: 1/21/11	Date: _____

Tentative date: May 9, 2011
11 am - 3pm

December 21st, 2010

Exhibit B-Fee Schedule
Between
Town and City of Princeton
And
5R Processors, Ltd.

All surplus electronic equipment will be processed in accordance with 5R 's high standards for environmental protection and to insure **Town and City of Princeton** liability is protected. This exhibit B indicates ALL fees associated with this agreement. There are no other fees or costs to be paid by **Town and City of Princeton** under this agreement. The following are the mutually agreed upon fees:

Processing by Piece:

- Monitors & Plastic TV's - $5, Wood TVs - $10, Projection TVs-$10, Microwaves -$5, Wash/dryers Stove, Dishwashers $5, Vacuum Cleaners $5, Humidifiers $35, All other equipment NC-printers/scanners/copy machines/ fax machines/ keyboards/mice/cabling etc.. (5R Processors, does remove all data from hard drives, and provide the city/town with a certificate of data destruction and recycling)

Additional Fees:
Loose Batteries- would be charged at $1.25 per pound (no Alkaline)
Fluorescent Bulbs $1.25 per pound
Tubes from Monitors $.25 per pound
Broken Glass on Monitors/TVS $.50 per pound

Data Cleansing:
Using a data cleansing program that completely removes all data from drives and exceeds DOD Standard

Transportation:
Pick up Fee - No Charge, and includes driver load. 5R Processors will also have a person available to collect fees. (Volunteers needed to assist with traffic control, and equipment) 5R would provide a semi/pallets/gaylords and shrink-wrap

Straight Truck- If we bring this type of vehicle with lift gate. 5R would ask you have room to store any over flow of equipment, since this truck can only hold 12 pallets at a time. Storage must be in a covered/dry area. (Volunteers needed to assist with traffic control/helping with equipment)

Semi/and Trailer- If we bring this type of vehicle we do ask we have access to a forklift for loading. 5R Processors can also fit more material on the trailer. Up to 24-26 skids. (Volunteers needed to assist with traffic control/helping with equipment)

Al's Pumping Service

407 North Clinton Street · Princeton, WI 54968 · (920) 295-8752

01/25/2011

Estimate, to date, of charges for work performed at city of Princeton sewer main:

Date	Work Performed ($75/hour)	Cost
1/20/11	Emergency call @ $90/hour	360.00
1/21/11	x2	150.00
1/22/11	x2	150.00
1/23/11	x2	150.00
1/24/11	x2	150.00
1/25/11	x2	150.00
	Total to date:	**$1110.00**

EGBERT EXCAVATING, INC.

Proposal

W1302 North Lawson Drive, P.O. Box 462, Green Lake, Wisconsin 54941
Phone 920-294-6668, Fax 920-294-3055
egbertexc@centurytel.net

Proposal Submitted to	Phone	Date
City of Princeton	920-295-3441 fax	1-25-2011
Street	Job Name	
	RE: Repair Collapsed Sewer Main	
City, State and Zip Code	Job Location	
	Farmer Street – Princeton, WI	

We hereby submit specifications and estimates for:

PROVIDE EXCAVATOR - TRENCH BOXES - LABOR - MATERIALS

1. Remove asphalt & frost & haul off-site.
2. Excavate to expose pipe. Install trench boxes.
3. Install 2 – 10" X 10" Ferncoes & approximate 12' of PVC pipe & bed piping in ¾ " stone.
4. Compact hole when backfilling.
5. Provide & place 12" of 1 ¼" road gravel at top for 15' X 25' area.

TOTAL $3,800.00

NOTE: Barricades by city crew.
Available to do work on Thursday 1-27-2011
Saw cut & asphalt repair by city in Spring
If lateral repair is needed approximate cost is $700.00
Additional gravel is $10.50 per ton in place

This bid may be subject to a fuel surcharge at anytime

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:
Three Thousand Eight Hundred Dollars and no/100----------($3,800.00).

Please provide us with verification of method of payment. If payment in full is not received within fifteen (15) days from the date of completed work, EGBERT EXCAVATING, INC. intends to file a claim for lien on your property.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon witness orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Daniel L. Egbert
DANIEL L. EGBERT

Note: This proposal may be withdrawn by us if not accepted within ___ days.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance:_____

Signature:_____

Signature:_____

BADGER EXCAVATING LLC

Moving God's Earth with Integrity & Honesty

W3884 Old Green Lake Road
Princeton, Wisconsin 54968
Phone: 920.295.6445
Cell Phone: 920.428.2017
Fax: 920.295.6446

Proposal

Date: 1/25/2011
Job Name: South Farmer St.
Job Location: Princeton, WI

Submitted to:
Company: City of Princeton
Attention: Lee
Address:
City/State:
Phone:
Facsimile:

For Furnishing the Necessary Labor, Materials, and Equipment to Complete the Following:

1. Dig and repair approximately 10' of broken sewer main on S. Farmer St. Price includes 10' of pvc piping, 2 femcos, 3/4 clear stone bedding, 12" of 3/4 road gravel over trench. Trench to be backfilled with existing material

PRICE $ 15,500.00

REPAIR OF MORE THAN 10' OF PIPE OR REPAIRS TO EXISTING LATERALS WILL BE CHARGED AT TIME AND MATERIAL RATES

EXCLUTIONS NO BLACKTOPPING

Proposal Terms and Conditions:

Badger Excavating LLC proposes to furnish material and labor-complete in accordance with the above specifications and prices. Badger Excavating LLC is entitled to final payment upon substantial completion of the "work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5 % per month service charge shall be charged on all outstanding balances. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation From the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond Badger Excavating LLC's control. Owner to carry fire, tornado, and other necessary insurance. Badger Excavating LLC's workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn if not accepted within 30 days.

Auth. Signature: Todd Morgan

Todd Morgan, Project Manager

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Badger Excavating LLC is authorized by Owner / Contractor to do the work as specified. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you accept.

Owner / Contractor: _____ Date: _____

Authorized Signature: _____

Title: _____

FOUR-WAY CONSTRUCTION OF WISCONSIN INC.

P.O. Box 133 Berlin, Wisconsin 54923 Phone (920) 361-1403 Fax (920) 361-9153

January 25, 2011

City of Princeton
Dept. of Public Works
Princeton WI

Quote: Repair of Sanitary Sewer on S. Farmer St.

Replace 10" pipe (not to exceed 12 ft in length, approx. 16 ft. in depth) = $15,000.00

If longer than 12 ft. of sewer repair: Time & Material prices

If lateral hookup is necessary with a wye fitting -- Additional $1,200.00 / hookup

Bud Kalupa

Kinas Excavating, Inc.

Basements • Driveways • Septic systems - all types • Mound Systems
Site Preparation • Land Clearing • Demolition •Topsoil • Trucking
Soil and Site Evaluation • Sewer & Water - mains, laterals, repairs • Ponds
Rip-rapping • Ditch Cleaning
N6205 N. Lawson Drive, Green Lake, WI 54941
Green Lake (920) 294-3879 • Markesan (920) 398-3431 • Fax (920) 294-3455

January 25, 2011

City of Princeton

Attn: Lee Williams

We decline to bid on the repair of the broken sewer line on S. Farmer St., due to the depth of the sewer line. We thank you for the invitation.

Sincerely,

Bill Kinas

Bill Kinas
Owner