

CITY OF PRINCETON
COMMON COUNCIL MEETING
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, January 24, 2012, 7:00 PM

1. CALL TO ORDER AND ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. APPROVAL OF AGENDA
4. APPEARANCES FROM THE PUBLIC
5. MAYOR'S REPORT
6. ADMINISTRATORS REPORT
 - A. Amended retainer agreement with Wurtz Law signed & submitted
7. CONSENT CALENDAR
 - A. Minutes for Approval:
 - i. January 10, 2012
 - B. Licenses for Approval
 - i. Operator Licenses
 1. Bonnie K. Ehle (remewal)
8. OLD BUSINESS
 - A. Discussion and/or action: Veolia Environmental Services Residential Contract
 - i. **Summary:** Veolia recently conducted a unit count. Administration requests further direction from the Council to resolve this ongoing matter.
 - B. Discussion and action regarding purchase of electronic recording equipment for Common Council meetings
 - i. **Summary:** After investigating options, including utilizing the laptop or another computer for recording purposes, the most financially prudent and operationally feasible approach appears to be a digital recorder. Please see the attached example.
 - C. Discussion and action regarding "Continuing Services Agreement" with Stantec/Bonestroo
 - i. **Summary:** I request that the Council authorize the City Administrator to sign and execute the continuing services agreement for the purposes of executing the remainder of the SAG and BEBR grant monies in accordance with the proposal dated September 30, 2011.
9. NEW BUSINESS
 - A. Discussion and action regarding renewal of liability/workman's comp insurance policy
 - i. **Summary:** The policy with EMC (Diedrich) Insurance expires at the end of April. Administration requests direction from the council pertaining to extending with EMC or rebidding. Staff and Administration recommends rebidding due vehicle/employee changes
 - B. Discussion and action regarding "FIRST AMENDMENT TO EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF BERLIN AND SURROUNDING COMMUNITIES"
 - i. **Summary:** The Town of Aurora has requested Berlin provide EMS services to the entire township instead of the sections listed in the contract. Berlin wants to have all municipalities sign the amendment adding the other sections of the township. Aurora's total population is 985 according to the Waushara County Clerk.
10. CLOSED SESSION
 - A. Adjourn into closed session pursuant to Wisconsin State Statute 19.85 (1) ©: Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - i. City Administrator

11. 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.

CoA



*Princeton on the Fox
Where yesterday meets tomorrow*

CITY OF PRINCETON
OFFICE OF THE CITY ATTORNEY

January 11, 2012

Sent Via Email Only

City of Princeton
P.O. Box 53
Princeton, WI 54968

RE: Retainer Agreement

Dear City of Princeton:

The purpose of this letter is to respond to the City's request that as part of my Retainer Agreement that I would attend 12 monthly meetings of the Common Council.

The understanding is that I would be present at the second meeting of the month which is held on the 4th Tuesday of every month. If the meeting is rescheduled/cancelled, the understanding would be that I would make up for that attendance at a different date and time.

I would request that the monthly Retainer be modified at a rate of \$50.00 per month for a total payable of \$2050.00 to be paid by the 10th of every month.

All other terms of the Retainer Agreement would remain. Please do not hesitate to contact me with any questions.

Sincerely,

Ludwig L. Wurtz

LLW/mh

CITY OF PRINCETON RETAINER AGREEMENT

This agreement is made this ___ day of _____, 2012 between the City of Princeton, a municipal corporation (City) and Attorney Ludwig L. Wurtz of Wurtz Law Office, LLC (City Attorney). The purpose of this agreement is to outline the duties of the City Attorney.

The City Attorney shall receive payment by the 10th of each month in the amount of \$2,050.00 per month from the City to perform the following duties:

1. The City Attorney shall conduct all of the law business in which the City is interested, shall serve as legal advisor to the City Administrator, Mayor, Common Council and officers of the City.
2. The City Attorney shall, when requested by the City Administrator, or as directed by the Common Council through official action at a public meeting, give written legal opinions, which shall be filed with the City.
3. The City Attorney shall help conduct the business of government by preparing legal documents. The City Attorney shall help draft ordinances, contracts, agreements, regulations, bonds and other instruments as may be required by The City Administrator, or as directed by the Common Council through official action at a public meeting.
4. The City Attorney shall attend twelve (12) regular Council meetings per year. The understanding is that the City Attorney will be present at the second meeting of the month, which is held on the 4th Tuesday of every month. If the meeting's are rescheduled/cancelled, the understanding would be that the City Attorney would make up for that attendance at a different date and time. Additional meeting that are required will be billed at the rate of \$150.00 per hour.
5. The City Attorney shall, when requested by the City Administrator and per scheduled appointment, meet with the City Administrator at the Attorney's office to help conduct the business of government.
6. The City Attorney shall handle the prosecuting matters for the City of Princeton, including, traffic, ordinance violations and minor criminal matters. In addition to prosecuting offenders, the City Attorney will work with individuals or defense attorneys to arrange plea bargains or other resolutions short of trial. If a matter were to proceed to jury trial the matter would be billed separately at \$150.00 per hour.
7. The City Attorney may appoint an assistant, who shall have the power to perform his duties and for whose acts he shall be responsible to the City. Such assistant shall receive no compensation from the City.

8. The Common Council may employ and compensate special counsel to assist in or take charge of any matter in which the City is interested.
9. The City Attorney shall perform such other duties as provided by State law and as designated by the City Administrator or as directed by the Common Council through official action at a public meeting.

CITY ATTORNEY

Ludwig L. Wurtz

CITY OF PRINCETON



John Weidl, City Administrator

CITY OF PRINCETON
COMMON COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, January 10, 2012
7:00 PM

7A

1. **CALL TO ORDER AND ROLL CALL.** Mayor Mosolf called the meeting to order at 7:00 PM. In attendance were Alderpersons Kallas, Magnus, Garro, Hardt, Kallenbach, and Pulvermacher, Administrator Weidl, and Mayor Mosolf.
2. **PLEDGE OF ALLEGIANCE.** The Pledge of Allegiance was recited.
3. **APPROVAL OF AGENDA** Pulvermacher motioned to approve the agenda with the year correction for item 10Ai to be 2012 instead of 2011, seconded by Kallas. Carried 6-0.
4. **APPEARANCES FROM THE PUBLIC**
 - Victoria Heineck-508 W Water St (Rumors Bar) Questions about garbage and recycling.
 - Amy Bungert-509 W Water St (Momma's Diner) Questions about garbage and recycling.
5. **MAYOR'S REPORT** Nothing at this time.
6. **ADMINISTRATORS REPORT** Veolia is doing a count of garbage pickup and the information will be brought to the next Council Meeting on 1/24/12, options will be discussed at that time. The City will provide a ride along for the count.
 - A. **Budget comparison report** Auditor and bookkeeper will correct revenue items.
 - B. **Memo from City Attorney regarding meeting procedures** This was is packets from City Attorney.
 - C. **Administrator evaluations dispersed** Staff members received their forms to fill out and the Council has theirs in their packets. On 1/24/12 will be the evaluation.
7. **CONSENT CALENDAR**
 - A. **Minutes for Approval:**
 - i. December 20, 2011
 - ii. December 27, 2011
 - B. **Licenses for Approval**
 - i. **Operator Licenses**
 1. **Tammy L. Sura (new)** Hardt motioned to approve Consent Calendar items 7Ai through 7Bi, with the addition to the 12/20/11 minutes of Lara Roehl's letter, seconded by Garro. Carried 6-0.
8. **OFFICER REPORTS**
 - A. **Police Chief** Police Chief Bargenquast stated Officer Nate Mrstik is out on family leave until 2/8/12.
 - B. **Emergency Government Director** Nothing at this time.
 - C. **Building Inspector** Nothing at this time.
 - D. **Library Director** A report was turned in to the Council.
 - E. **Zoning Administrator** Nothing at this time.
9. **OLD BUSINESS** Alderperson Kallas wanted another company to rebid the garbage contract if it is not keep the same.
10. **NEW BUSINESS**
 - A. **Discussion and action regarding Resolution 2012-01 Authorizing the Issuance and Sale of \$255,000 Taxable General Obligation Promissory Notes Series 2012A**
 - i. **Summary:** The City submitted the December 2011 report on Friday January 6, 2011. Please see the attached email from the ETF and documentation from Quarles and Brady LLP. Phil Cosson was present from Ehlers to discuss the Issuance and Sale of \$255,000 Taxable General Obligation Promissory Notes Series 2012A. The savings would be \$462,467 by retiring the debt over 10 years. Hardt motioned to approve and execute Resolution 2012-01 Authorizing the Issuance and Sale of \$255,000 Taxable General Obligation Promissory Notes Series 2012A and pay off the Wisconsin Retirement System before 1/30/2012, seconded by Magnus. Carried 6-0.
 - B. **Discussion and action regarding MSA's 2007 "SE Quad" infrastructural plan**

- i. Summary: Per Council request, please see the attached MSA "SE Quad" Plan and related memo from Kunkel Engineering. Administration/Public Works is looking for direction from the Council outlining how to proceed. Hardt motioned to direct City Administrator to get plans from Kunkel Engineering, that were already done for Water Street with engineering fees and project fees, methods for funding and Engineering costs for Farmer St and South St. and bring to 2/14/12 Council Meeting, seconded by Garro. Carried 6-0.

C. Discussion and action regarding year-end audit

- i. Summary: I request that the City Council authorize me to sign and execute the "understanding of services" memo with Huberty and Associates for the purposes of conducting the 2011 year-end audit. As the attached memo from Huberty states, the proposed cost for services is \$23,920. Expect Princeton's actual cost to be closer to \$21,520 because Administration will prepare, in-house, the PSC Report and Form C (saving \$2,400 over previous years). The total expected cost is a decrease of over \$16,000 from 2010. The largest factor(s) in the projected decrease are the savings from prepping the PSC/Form C in-house and using an in-house bookkeeper for monthly reconciliations and to assist with the year-end audit. Hardt motioned to authorize City Administrator to sign and execute the "understanding of services" memo with Huberty and Associates for the purpose of conducting the 2011 year-end audit, seconded by Magnus. Carried 6-0.

D. Discussion and action regarding purchase of electronic recording equipment for Common Council meetings

- i. Summary: Attorney Wurtz recommends that the Council consider investing in suitable audio recording equipment to record City meetings. Total cost is estimated between \$50-\$100 City Administrator will bring information about digital recording device costs and length of time to retain audio records to the next Council Meeting, and if the lap top is capable of recording.

E. Discussion and action regarding amending retainer agreement with Wurtz Law

- i. Summary: Administration would like direction regarding the number of meetings the Common Council expects the City Attorney to attend annually. The current agreement provides for seven (7) meetings annually. Attorney Wurtz has indicated he is available to attend the second Common Council meeting of every month, if required, and would be willing to modify the retainer agreement in accordance. Magnus motioned to approve the Retainer Agreement between Attorney Wurtz and City of Princeton to attend 12 monthly meetings of the Common Council, and be present at the second meeting of the month, which is the fourth Tuesday, monthly retainer be modified to a rate of \$50.00 for a total of \$2050.00 and to be paid by the 10th of the month, and with special circumstances if the fourth Tuesday attendance could be rescheduled, seconded by Garro. The vote was: voting yes were Alderpersons Magnus, Garro, and Kallenbach, voting no were Alderperson Pulvermacher, Hardt, and Kallas. Mayor Mosolf voted yes. Carried 4-3.

11. COMMUNICATIONS Alderperson Magnus discussed the Range Rider Program where retired City Administrators attend a City Meeting and help Councils develop a vision for the Community. The fees for the Range Rider Program are covered by the WCMA. There is no initial cost to have the person attend a meeting to discuss what other cities have done and to help the educate the council regarding the process of developing goals. Alderperson Kallas did not initially want to call a Committee of the Whole Meeting for this because of the cost of paying for the meeting. Alderperson Hardt thought it was an important topic to be discussed and if Alderperson Kallas, who is the Council President, didn't think it was important maybe there should be a different Council President. Alderperson Kallas stated to Alderperson Hardt there was no need to be snotty. After a discussion Alderpersons Hardt, Magnus, Garro, and Kallenbach wanted a Committee of the Whole Meeting to Discuss the Range Rider Program, Alderperson Pulvermacher wanted more time to read the information about the program, so Council President Kallas stated there would be a Committee of the

Whole Meeting on 1/24/2012 at 6:00 PM, and if there was no cost to have Attorney Wurtz present for the Range Rider Program Meeting.

Aldersperson Kallas stated Darrel Schueler inquired about his property being taxed commercial and wanting to build on the lot. Administrator Weidl stated the minutes were looked at and the information Darrel Schueler wanted can't be found. Darrel Schueler was sending someone down to look at the minutes to find the information. Aldersperson Kallas would like to see a building built on the property.

12. ADJOURN Mayor Mosolf adjourned the meeting at 8:20 PM.

* 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.

Princeton house count - January 2012

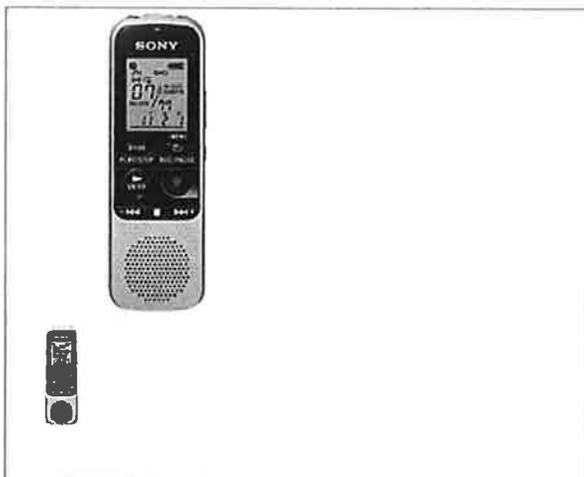
520	Residential homes (not including residence attached to business')
<u>20</u>	<u>Occupied residences attached to business'</u>
540	<u>total occupied residential homes currently</u>
20	Unoccupied residences attached to business'
<u>55</u>	<u>Unoccupied homes in the city</u>
615	<u>total residential homes in the city</u>
<u>106</u>	<u>total places of business' (not including church's and city buildings)</u>
721	<u>total residential and commercial properties in the city</u>

8A



that was easy:

8B



Sony ICD BX112 2GB Digital Voice Recorder

(23 reviews)

Price:
\$39.99
Each

Expected Delivery 2 Business
Item qualifies for free delivery
Item qualifies for free delivery
store near you. (Learn more
Check in Store Availability

Qty.

Add to Cart

Item: 926325
Model: ICDBX112

Product Details Specifications Customer Reviews Q & A

(23 reviews)

Read 23 Reviews

Write a Review

Like

ShareThis

Extensive features and affordability!

The Sony ICDBX112 Digital Voice Recorder has 2GB of internal flash memory, providing sufficient storage capacity for more than 500 hours of MP3 audio recordings at 8 kbps. The ICDBX112 is a fitting digital voice recorder for chronicling class lectures, capturing live music, documenting board meetings and even just recording daily reminders and preserving oral to-do-lists. The ICDBX112 also features a built-in monaural microphone, outfitted with Hi/Lo gain sensitivity control. It also supports Voice Operated Recording (VOR). VOR allows you to audibly signal the start of a recording without ever pushing the record button.

Take a Product Tour ▶

- MP3 8/48/128/192 kbps recording rates
- Record over 500 hrs with 2GB Flash Memory
- Monaural microphone with Hi/Lo sensitivity
- Hands-Free Voice Operated Recording
- Play recordings via 300mW front speaker
- Dot-Matrix LCD display & LED indicators
- Digital Pitch Control & A-B Repeat
- Noise-Cut & Low-Cut filter protection
- 3.5 mm headphone out & microphone input
- Dual AAA batteries can last up to 55 hrs

From the Manufacturer

Overview

Capture notes at a moment's notice with the easy to use ICD-BX112 digital voice recorder. The ICD-BX112 has made

recording easier than ever with Voice Operated Recording, which starts and stops automatically. Featuring 4 recording modes and up to 534 hours of recording time¹, you'll never miss those random thoughts or ideas.

Detailed Features

A-B REPEAT

Mark the beginning and ending of a particular recorded passage and the recording will be played over and over again- great for language learning.



ADD RECORDING

Enables the user to press the RECORD button during playback and automatically add additional recording at the end without affecting the original recording.

ALARM

Set a future date and time and the recording will automatically be played.

BACKLIT DISPLAY

Convenient when using the unit in a low light environment.

DICTIONATION CORRECTION

Enables the user to press the RECORD button during playback and overwrite the recording correcting the original recording.

DPC

Digital Pitch Control enables the recording to be played at a faster or slower rate without changing the pitch.

EARPHONE JACK

A listening device can be plugged into the recorder.

EASY SEARCH

Rewinds or Fast Forwards in short increments making it easier to locate a segment in a long recording for review.

HI / LO MICROPHONE SENSITIVITY

Set the recorder for dictation and notes or for conferences and lectures.

MIC JACK

Provides the ability to use an external microphone.

NOISE CUT

Ability to electronically reduce external noise during playback.

RECORD/PAUSE

Provides the ability to pause the recording process, gather your thoughts and then continue recording in one easy step.

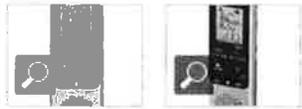
STEREO RECORDING W/ EXTERNAL MIC

For certain applications it may be desirable to use an external stereo microphone. In the case of the models which do not have a stereo microphone, the addition of an accessory stereo microphone enables stereo recording.

VOR

Voice Operated Recording starts and stops the record function when sound of a sufficient level is picked up by the microphone. This feature saves valuable recording time by not recording periods when there is little or no sound.

Product Views

Product Views**Specifications****Audio**

Format(s) Supported	MP3 files: Bit Rate: 8 kbps - 192 kbps Sampling Frequencies: 11.025 & 44.1 kHz File Extension: .mp3
Frequency Range	MP3 192k (SHQ): 75 - 20,000 Hz MP3 128k (HQ): 75 Hz - 17,000 Hz MP3 48k (Mono) (SP): 75 Hz - 15,000 Hz MP3 8k (Mono) (LP): 75 Hz - 3,500 Hz
Microphone	Built-in, unidirectional microphone
Recording System	Digital, Monaural Recording

Audio Features

Microphone Sensitivity Feature	Yes (Hi/Lo)
Recording Features	4 Modes: SHQ (44.1kHz, 192kbps): Super High-Quality monaural mode HQ (44.1kHz, 128kbps): High-Quality monaural mode SP (44.1kHz, 48kbps): Standard Play monaural mode LP (11.025kHz, 8kbps): Long Play monaural mode

Convenience Features

Erase/Protect	Yes
Message Folder(s)	5 folders
On-Screen Clock	Yes
Safety Lock	Hold Function
Search Features	Cue, Review, and Easy Search

General

Recording Media	Built-In Flash Memory 2GB
Recording and Playback Times	MP3 192k (SHQ): 22H 15M MP3 128k (HQ): 33H 20M MP3 48k (Mono) (SP): 89H MP3 8k (Mono) (LP): 534H 25M2
Type of Use	Ultra Portable Voice Recorder

Inputs and Outputs

Headphone Output(s)	1 (Minijack, Stereo)
Microphone Input	1 (Minijack, Stereo)

Memory

Memory Size	2 GB (approx. 1.9 GB = 2,147,483,648 bytes) Available capacity 1.79 GB (1,924,136,960 bytes)
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Power

Battery Type	"AAA" x 2
Output Power	300 mW
Power Requirements	Two LR03 (size AAA) alkaline batteries: 3.0 V DC Two NH-AAA-B2KN rechargeable batteries: 2.4 V DC

Software

Operating System Compatibility	N/A
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Speaker

Speaker Dimensions Approx. 1 1/8 in. (28 mm) diameter

Type Built-in

Weights and Measurements

Dimensions (Approx) Depth 0.84" (20.9 mm)

Dimensions (Approx) Height 4.5" (114 mm)

Dimensions (Approx) Width 1.5" (37.5 mm)

Dimensions (Approx.) 1.5" x 4.5" x 0.84" (37.5 x 114 x 20.9mm) not including projecting parts and controls

Weight (Approx.) 3 3/5 oz. (73 g) Including two LR03 alkaline batteries 3

Documents**Product Manual**

[View](#) | [Download](#)
PDF, 1.25MB, 2 pages

**Warranty Card**

[View](#) | [Download](#)
PDF, 89K, 1 page

Supplied Accessories

- IC Recorder (1)
- LR03 (size AAA) alkaline batteries (2)
- Operating Instructions (1)

Optional Accessories

- Active Speaker: SRS-M50
- Electret Condenser Microphone: ECM-CS10, ECM-TL3
- Audio Connecting Cable: RK-G136, RK-G139
- Rechargeable battery NH-AAA-B2KN
- Battery Charger: BCG-34HS2KAN

¹ In 8kbps mono LP mode.

² 1 GB equals 1 billion bytes, a portion of which is used for data management functions.

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8C

Stantec
12075 Corporate Pkwy
Suite 200
Mequon, WI 53092

Tel 262-241-4466
Fax 262-241-4901
www.stantec.com

September 30, 2011

Mr. John Weidl
City Administrator
City of Princeton
531 South Fulton Street
Princeton, WI 54968

Re: Continuing Services Agreement
Stantec/Bonestroo File No.: 842-11001-0

Dear Mr. Weidl:

This letter outlines proposed additional environmental investigation and remediation services to be performed by Stantec (formerly Bonestroo) in association with the former Stock Lumber Company property. Environmental investigation activities will be funded using remaining budget allocated as part of the Site Assessment Grant (SAG) awarded to the City in January or February 2010. Remediation services will be performed in association with implementation of the blight elimination and Brownfields Redevelopment (BEBR) Grant awarded to the City in September 2010. This letter supersedes a previous letter for a similar scope of services dated September 3, 2011 in response to comments provided by members of the City Council on September 13, 2011.

ADDITIONAL ACTIVITIES TO BE FUNDED AS PART OF SAG IMPLEMENTATION

Costs to Date and Budget Remaining

A summary of the SAG budget status was provided in a memorandum dated February 22, 2011 prepared by Stantec/Bonestroo for presentation at a city council meeting on that same date. As noted in the memorandum, \$60,041.46 of the \$74,800 in SAG funding had been expended as of February 22, 2011, of which a request for reimbursement had been submitted for \$60,041.46. The remaining \$267.03 was to be reimbursed as part of a future reimbursement submittal.

No additional SAG activities have been performed since February 22, 2011, and \$14,960 in funding is available to complete any necessary remaining environmental investigation and monitoring activities. Although the SAG requires a 20% match by the City (equal to \$14,960), no additional matching funds are required from the City to access the remaining funds, as the City has \$9,561 in past expenditures available to serve as a match for any additional SAG funding utilized.

General Discussion of Additional Required SAG Activities

The primary focus for use of the remaining SAG funds will be on collecting additional soil and groundwater data for the east portion of Parcel E as necessary to enable environmental cleanup to be implemented on the parcel: (a) in the same manner as was performed for the Dollar General property, and (b) achieving case closure from WDNR without a requirement for any

Reference: Continuing Services Agreement - Stantec/Bonestroo File No.: 842-11001-0

and if possible, utilize funding in a manner that will provide a more fully "shovel ready" development site.

Several options for providing a more "shovel-ready site were presented in Stantec's previous proposal dated September 3, 2011. One suggested option was to use funding to provide an access road needed along the north edge of Parcel E, which is a key missing part of the infrastructure that would be needed for any future development. Based on past discussions with the Wisconsin Department of Commerce, and the City (with Stantec/Bonestroo's assistance) successfully obtaining approval to "beneficially reuse" soil with low-levels of contamination at the City-owned vacant industrial park site, it is anticipated that achieving these modified goals for use of the BEBR funding. Another suggested option was to bring additional clean fill materials to the site for the purpose of providing a 2-foot thick protective cap throughout this area (to address small isolated areas of surface contamination that might exist in areas between soil borings). The cap would raise the site grade to equal that of the Dollar General Store parcel, and provide an additional benefit in further raising the site grade above the flood plain (enhancing the site's long-term attractiveness as a redevelopment site).

At the Common Council meeting on September 13, 2011, concerns were raised by members of Council regarding the suggested use of the BEBR grant for constructing the access road and raising the site grade, as well as moving forward with environmental cleanup of the east portion of Parcel E in the near future. Approval was provided for moving forward with the completing SAG-funded investigative activities but no approval was provided for moving forward with additional BEBR-funded activities.

Proposed Approach for Cleanup Activities and Use of Remaining BEBR Funds

The key element in moving forward is obtaining approval from the Wisconsin Department of Commerce for relocation of funds. Therefore, the iterative approach presented in Stantec's proposal dated September 11, 2011 is still recommended to enable the City to move forward with completion of both the SAG and BEBR grants. The remaining work under the SAG will be performed to precisely define the scope of required cleanup and to obtain current bids and precise costs. The proposed cleanup would be submitted to WDNR for approval to provide certainty of its acceptability to WDNR. Simultaneously, the City will develop an accurate cost for the desired access road or whatever alternative infrastructure element would best serve to make the site shovel-ready. Upon securing accurate and up-to-date costs for both the road and the desired infrastructure element, a formal request for an amendment to the BEBR grant would be submitted to the Wisconsin Department of Commerce. Clarification would also be sought from Department Commerce regarding the extent to which required additional matching funds would be reduced if the City utilized less than the full amount of the grant. Based on the Department of Commerce's response, and the costs for the project elements, the City would know: (a) the exact amount, if any, of the remaining out-of-pocket matching funds, (b) whether or not the access road or other infrastructure would be funded, and (c) whether the cleanup would result in a site cleaned up to the highest level, with no environmental restrictions, or limits on the type of future land uses. Based on this information, the City could make an informed decision as to whether to move forward with cleanup of the east portion of Parcel E (and if necessary, west portion of Parcel F), or to simply perform a much more limited scope that would consist only of covering, grading, and seeding of the contaminated soil that was already brought to the City industrial

Reference: Continuing Services Agreement - Stantec/Bonestroo File No.: 842-11001-0

4. That Stantec agrees to complete and compile the semi-annual reports and assist with other administrative requirements for the SAG as set forth under the respective grant contracts. Stantec will provide similar assistance with the BEBR grant if the City moves forward with submittal of the proposal to Al Rabin as described above, and then moves forward with remediation (using Stantec as the engineering/environmental consultant) and construction of the infrastructure (using Kunkel or other consultants) within the first 9 months of 2012. Stantec's reporting obligations for the BEBR grant would end following completion of engineering services to be provided under the BEBR grant and assistance with the reimbursement application for those services.

We look forward to continuing to work with the City on the successful redevelopment/reuse of the former Stock Lumber Company property. Attached is a copy of Stantec's Professional Services Terms and Conditions (2 pages). Please indicate your acceptance of our proposal and the associated Terms and Conditions by having an authorized representative sign and return a copy of the signature page.

Sincerely

STANTEC CONSULTING SERVICES, INC.



David B. Holmes, PG
Phone: 262-643-9177

AGREED TO BY:

Signature _____
Name (Printed): _____
Title: _____
Organization Name: City of Princeton, Wisconsin
Date _____

Signature _____
Name (Printed): _____
Title: _____
Organization Name: Stantec Consulting Services, Inc.
Date _____



Stantec

DOCUMENTS: All of the documents prepared by or on behalf STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.

CITY OF PRINCETON
COMMON COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, SEPTEMBER 13, 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 Magnus, Pulvermacher, Kallas, and Garro, Administrator Weidl, and Mayor Mosolf. Absent were Alderpersons Kallenbach and Hardt.
2. **PLEDGE OF ALLEGIANCE.** The Pledge of Allegiance was recited.
3. **APPEARANCES FROM THE PUBLIC**
 - Jim Crubaugh Sun Prairie Request for exception to variance.
4. **MAYOR'S REPORT**

Nothing at this time.
5. **ADMINISTRATORS REPORT**
 - A. **Lifequest Termination Notice** Administrator Weidl sent notice to Lifequest to terminate contract December 31, 2012, to look at other options for Ambulance Billing.
6. **CONSENT CALENDAR**
 - A. **Minutes for Approval:**
 - i. **August 23, 2011**
 - B. **Licenses for Approval**
 - i. **Operator Licenses**
 1. **Tokeesha D Cheers (new)**
 2. **Kayla LM Hardie (new)**
 3. **Carol S Dreymler (new)** Garro motioned to approve Consent Calendar items 6Ai through 6Bi3, and for 6Ai to add motions to 8/23/11 Minutes to reflect motions for items Old Business 8A and New Business 9A, seconded by Magnus. Carried 4-0.
7. **OLD BUSINESS**
 - A. **SAG Grant – Site Assessment on former “Stock Lumber” property**
 - i. **Bonestroo Presents**
 - ii. **For discussion and vote** After a lengthy discussion Pulvermacher motioned to approve Stanec for Site Assessment for former Stock Lumber Property, and Magnus seconded motion. Alderperson Pulvermacher rescinded is motion and Alderperson Magnus rescinded his second. Alderperson Pulvermacher motioned to hire Stantec to complete site assessment for entire site of Stock Lumber, parcel E and F, East of Mechanic Street, without additional cost to City of Princeton, seconded by Magnus. Carried 4-0.
 - B. **Reschedule Date for Performance Goals for City Administrator**
 - i. **For discussion and vote** This item was moved to 8AE, so both items could be discussed together.
 - C. **Grievance Procedure**
 - i. **For discussion and vote** Alderperson Pulvermacher had concerns with the procedure with grievances going to City

Administrator. He would like to see grievance go to Mayor or Council President or City Administrator. Alderperson Garro would like to see the Chain of Command structured into the grievance procedure. Administrator Weidl will work those ideas into procedure and bring to next Council Meeting.

D. Hunting on City Property

- i. **For discussion** Administrator Weidl spoke with DNR and they had no concerns for hunting in the City, the insurance company for the City did have some concerns. Alderperson Pulvermacher stated he thought there were two (2) issues with Hunting in the City. The first was hunting on private property in the City and the second was hunting on the former landfill. Alderperson Garro did not want hunting in the City, but did not care if there was hunting on the landfill. Alderpersons Pulvermacher and Magnus thought a Task Force could be created to research topic. Alderpersons Pulvermacher and Magnus were interested in being on the Task Force. Audience members Andy Lewis and Eric Koehn were interested in being on the Task Force. Any other individuals interested should contact the City of Princeton.

8. NEW BUSINESS

A. Crubaugh request for exception to policy

- i. **For discussion** Administrator Weidl stated the City ordinances state that an accessory permit on property zoned Residential cannot be issued until the primary structure is started, per Ordinance 13-1-21-B. Jim Crubaugh wants to build a "barn" as he calls it first and then build the house on his land located by Sunnyview Nursing Home. Magnus motioned to allow exception to policy (13-1-21-B) due to size of lot, parcel being in excessive of five (5) acres, seconded by Kallas. Carried 4-0.

B. Plan Commission recommendation for Zoning Administrator

- i. **For discussion and vote** Pulvermacher motioned to table this topic until next scheduled meeting, seconded by Magnus. Carried 3-1, with Garro voting against.

C. Schedule of Meeting through October 2011

- i. **For discussion and vote** Alderperson Hardt and Kallenbach are attending school and cannot attend Tuesday Council Meetings until after October. Alderperson Magnus has a conflict with Tuesday Council Meetings also. No action taken.

D. WRS Contributions for Employees with Employment Agreements (Non-collective bargaining)

- i. **For discussion** Executive Assistant Cheryle Nickel addressed the Council for Council opinion about Wisconsin Retirement and Non-Collective Bargaining Employees. She requested to discuss in closed session this topic and how it relates to her at the next Council Meeting. Council Consensus to have this topic on next Council Agenda.

E. Staff Survey proposed by Ald. Pulvermacher and Council President Kallas to Evaluate City Administrator Performance

- i. **For discussion** Administrator Weidl stated both he and the City have to agree on goals for him to be evaluated. This topic will be on next Committee of the Whole agenda on 9/27/11, with attorney Wurtz being present.

9. COMMUNICATIONS Alderperson Pulvermacher inquired if there could be a phone system backup for City Hall when power goes out, so that City Hall can be open when there is no power to assist residents. Alderperson Magnus stated there were trees on Otto Avenue that need to be trimmed. Mayor Mosolf stated Jan Buckley inquired about the smoke smell in the City. Mayor Mosolf stated smell was coming from fire in Minnesota. Administrator Weidl received a letter from Emily Drews about property on Wisconsin St. that is zoned Residential that she wanted to rent and use as a Commercial Property. This topic will start with Plan Commission Meeting 9/28/11 at 4:30 PM.

10. CLOSED SESSION

- A. **Adjourn into closed session pursuant to WI State Stats. 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. Magnus motioned to go into closed session pursuant to WI State St. 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, seconded by Garro. Carried 4-0**
 - i. **Ambulance Negotiations**
 - ii. **WPPA Contract Negotiations**
 1. **Appoint Council representative**
- B. **WI State Stats. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.**
 - i. **Confidential Memo from Labor Attorney**

11. ADJOURN Mayor Mosolf adjourned the meeting at 9:58 PM.

* 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

Previous Experience: (Give details of all liability claims exceeding \$10,000 during the past 5 years, whether insured or not. Specify date, coverage, description; amount paid; amount outstanding.) (Also list aggregate general liability losses for each year for past 5 years).

Also, list aggregate medical payments paid/reserved under the GL Policy for each of the past 5 years.

No Such Claims

CARE, CUSTODY, CONTROL

Loc.	Real Property Value	A	B	C	D	E	Sq. Ft. of Bldg. Occ.	Occupancy	Personal Property Value	Description of Personal Property
1.	\$	<input type="checkbox"/>			\$					
2.	\$	<input type="checkbox"/>			\$					
3.	\$	<input type="checkbox"/>			\$					

APPLICANT:

Check (✓) those, which apply.

- A. IS HELD HARMLESS IN LEASE
Loc. 1 Loc. 2 Loc. 3
- B. HAS A WAIVER OF SUBROGATION
Loc. 1 Loc. 2 Loc. 3
- C. IS A NAMED INSURED IN THE FIRE POLICY
Loc. 1 Loc. 2 Loc. 3
- D. MAINTAINS FIRE LEGAL LIABILITY COVERAGE
Loc. 1 Loc. 2 Loc. 3
- E. OTHER (SPECIFY) _____

VEHICLES

TYPE	# OWNED	NON-OWNED	# LEASED	PROPERTY HAULED	0-50 MI.	50-200 MI.	OVER 200 MI.
PRIVATE PASSENGER							
TRUCKS	LIGHT						
	MEDIUM						
	HEAVY						
	EX. HEAVY						
TRUCKS/TRACTORS	HEAVY						
	EX. HEAVY						
SCHOOL BUSES							
FIRE TRUCKS							
AMBULANCES							
POLICE CARS							

AUTO/TRUCK/MOTORCYCLE, ETC. DEALERS ONLY

If applicant is an auto dealer give: Number of dealer plates _____
 Number of autos leased to others _____ What liability limits does the lease agreement require that the lessee carry? _____
 Does primary coverage provide contingent leased auto coverage? _____ If so, for what limits? \$ _____
 New Car Sales _____ Used Car Sales _____ Service Receipts _____ Parts Sales _____

ADDITIONAL EXPOSURES

Explain all "Yes" responses. Provide other information required. Yes No

ADVERTISERS LIABILITY

- 1. Media Used _____ Annual Cost \$ _____
- 2. Services of an Advertising Agency Used?
- 3. Any coverage provided under Agency's policy?

CONTRACTORS LIABILITY/INDEPENDENT CONTRACTORS

- 4. Does Applicant own, rent or otherwise use cranes?
- 5. Are Certificates required of Subcontractors?
- Limits Required \$ _____
- 6. Cost of Work Sublet \$ Included Excluded from Receipts figure on reverse side
- 7. Is work done on residential construction? _____ %
 Light Commercial? _____ % Heavy Commercial? _____ %

EMPLOYERS LIABILITY

- 8. Is applicant self-insured in any state?
- 9. Subject to Jones Act FELA Other (Specify) _____

PROFESSIONAL LIABILITY

- 10. Hospital or First Aid Facility maintained?
- 11. Coverage provided for E & O or malpractice?

LIQUOR LIABILITY

- 12. Do you sell packaged liquor?
- 13. Is liquor sold & consumed on premises?
- If yes to 12 or 13, Receipts \$ _____

POLLUTION LIABILITY EPA#:

- 14. Do current or past products or their components contain hazardous materials that may require special disposal methods?
- 15. What coverage is provided for pollution exposures? _____

Explain all "Yes" responses. Provide other information required. Yes No

PRODUCTS LIABILITY (LIST PRODUCTS, SALES, ETC. IN REMARKS)

- 16. Missiles, engines, guidance systems, frames or any other products used /installed in aircraft?
- 17. Are foreign products distributed in U.S.?
- 18. Are U.S. products sold or distributed in foreign countries?
- 19. Any products discontinued (specify)?
- 20. Product Liability Losses past 3 years (specify).
- 21. Gross Receipts Products past 3 years.
 YR _____ YR _____ YR _____
 \$ _____ \$ _____ \$ _____

AIRCRAFT LIABILITY

- 22. Aircraft owned by insured?
- Nonowned aircraft operated by insured or employee?

WATERCRAFT LIABILITY

- 23. Does Applicant own or lease boats?
- # Owned/Leased _____ Length _____ Horse Power _____
- 24. Boats chartered (How often/circumstances?) _____

APARTMENTS/CONDOMINIUMS/MOTELS/DORMITORIES

25. # Stories _____ # Units _____ # Swimming Pools _____ # Diving Boards _____

ASBESTOS EXPOSURE

- 26. Does Applicant sell, use, handle, install, remove or otherwise have exposure to asbestos or asbestos related products?
- If yes, please describe exposure _____

ASBESTOS NOTICE

The Asbestos Exclusion incorporated in our umbrella policy clarifies our intent not to provide this coverage. It should be noted that by virtue of the Pollution Exclusion, little, if any, coverage is thought to have existed previously. Involvement with asbestos exposures should be directed to highly skilled asbestos contractors and/or consultants that have specialized insurance programs.

I have read the above notice and understand that asbestos will be excluded from the policy.

Signed _____

The Applicant represents that the above statements and facts are true and that no material facts have been suppressed or mis-stated.

Date _____ Signed _____

Title _____

APPLICABLE IN ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information, is guilty of a felony of the third degree.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MICHIGAN

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

APPLICABLE IN MINNESOTA

Any person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowingly that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

APPLICABLE IN PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects the person to criminal and civil penalties.

APPLICABLE IN VIRGINIA

Any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding the company is guilty of a crime. Penalties include imprisonment, fines and a denial of insurance benefits.

Applicant's Signature

Date



APPLICATION FOR THE LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Date

Producer		Name and Mailing Address:		
Code	Subcode	Website Address	Effective Date	Expiration Date
		Policy/Account Number:		

APPLICANT INFORMATION

YES NO

1. Applicant is a: City County Township Other _____
2. Type of entity: Governmental entity For profit Not for profit Other _____
3. The applicant has continuously been in existence since _____
Month _____ Year _____
4. a. Total expenditures for current fiscal year (other than for projects financed by bonds). \$ _____
b. Total income for current fiscal year (other than borrowed funds). \$ _____
c. Total accumulated deficit (other than bonds). \$ _____ Total accumulated surplus \$ _____
d. Explain any current budget deficit and/or accumulated deficit or surplus.

5. Population served – most recent count _____ Number of Water Meters (if applicable) _____
Total Number of Employees _____ Number of board members _____
6. List Subsidiary/Ancillary Boards or Committees and describe relationship with applicant, i.e., funding, degree of autonomy, etc. from applicant. _____
7. Does the applicant own or operate any of the following:
 Hospital Facility Nursing Home Facility School Airport
 Housing Authority Transit Authority Gas or Electric Utility
 Do any of the above have their own wrongful act coverage?
8. Does the applicant currently carry Commercial General Liability (CGL) insurance?
9. Do you have your own law enforcement department? If yes, complete LE8000.
10. Optional coverages/restrictions on Linebacker Policy: Board Members and Organization Only as Insured?
 Loss of Salary/Fringe Benefits (subject to availability)
 Excess Professional Liability (subject to eligibility)

UNDERWRITING INFORMATION

YES NO

1. Is the applicant involved in any disputes regarding integration, segregation, discrimination or civil rights? If yes, explain.

2. Has there been any riot or civil commotion in the past three years? If yes, explain.

UNDERWRITING INFORMATION (Cont'd)

YES NO

3. Has any assault and battery claim been made against the applicant or any of its officials or employees within the past three years? If yes, explain.

4. Has any bond proposal been defeated by the voters within the past three years?

5. If yes, was a modified proposal resubmitted or is it expected to be resubmitted?

Does applicant do any data processing or computer software development for others?

6. Have you had any disputes, claims or complaints involving appraisals or building permits, design or code enforcement?

7. Have you had any disputes, claims or complaints involving open or closed landfills in the last 5 years?

8. Have you had any disputes, claims or complaints involving wrongful taking, zoning or land use rights?

9. Does applicant employ, retain or otherwise consult with an attorney on matters involving zoning law changes, exercising right of eminent domain, antitrust, etc.?

If yes, does this attorney have Professional Liability Coverage for errors or omissions while acting in such an advisory capacity?

If yes, please provide the Professional Liability Insurer and Professional Liability Limits.

Insurer

Limits

Provide details on all "yes" answers here or on a separate sheet if necessary.

EMPLOYMENT PRACTICES AND PROCEDURES

YES NO

1. Do you have a human resources coordinator?

2. Do you have a written employment manual including all personnel policies and procedures?

If yes, is it distributed to all employees?

3. Does the employee manual include a reservation of rights to change/modify/terminate policies?

4. Is the manual reviewed by counsel experienced and qualified in employment law?

5. Do you have a written policy with respect to sexual and non-sexual harassment?

6. Do you have a formal written procedure for employee disputes/complaints?

7. Do you have a written progressive disciplinary procedure?

8. Have any complaints been filed with the EEOC within the last 3 years? If yes, explain.

9. Has any employee, former employee, or job applicant made claim against the applicant for this insurance or any of its officials or employees within the past three years alleging unfair or improper treatment in connection with any job? If yes, explain.

10. Has any official or employee been involuntarily dismissed from employment in the past 3 years? If yes, explain.

11. Has there been any strike, slowdown or other disruption of applicant's employees in the past three years? If yes, explain.

INSURANCE INFORMATION

YES NO

1. Are there any pending or ongoing claims against anyone for whom insurance is intended hereunder which may fall within the scope of this proposed or similar insurance currently in effect or applied for, not previously described in this application? (If none, so state)

2. Has any similar insurance on behalf of the applicant has been declined, cancelled or renewal thereof refused, except as follows: (If answer is none, so state)/(Not applicable in MO)

3. The applicant and/or its officials and employees is not cognizant of any act, error or omission, or any Federal, State or Local legal actions which they have reason to suppose might afford valid grounds for a future claim which may fall within the scope of the proposed insurance, except as follows (If answer is none, so state).

4. The following named individual is authorized and designated to receive any and all notices from the Company or its authorized representative(s) concerning this insurance:

Name Title

5. Previous Insurer for this type of coverage for each of the last three years:

Company _____	Limits/Deductible _____	Premium _____
Company _____	Limits/Deductible _____	Premium _____
Company _____	Limits/Deductible _____	Premium _____

Was previous coverage on a claims made or occurrence form? _____

If claims made: A. What extended reporting period coverage is available? _____

B. Will you be purchasing extended reporting period coverage? _____

C. What was the retroactive date (if any) on the expiring policy? _____

6. Policy Limits desired:

	Each Loss	Aggregate Each Policy Year	Each Loss	Aggregate Each Policy Year
<input type="checkbox"/>	\$ 100,000	\$ 1,000,000	<input type="checkbox"/>	\$ 1,000,000
<input type="checkbox"/>	\$ 250,000	\$ 1,000,000	<input type="checkbox"/>	\$ 1,000,000
<input type="checkbox"/>	\$ 500,000	\$ 1,000,000		\$ 2,000,000

DECLARATION AND ATTESTATION

The policy will be subject to a deductible, which can be consumed by either losses, defense costs paid by the Company, or costs paid by the applicant, but subject to the Company's knowledge and consent. The amount of the deductible will vary in accordance with the table of premiums and deductibles filed on behalf of the Company with the Insurance Department.

The authorized signer of this application represents or warrants to the best of his or her knowledge and belief that the statements set forth herein are true and include all material information. The authorized signer also represents or warrants that any fact, circumstance or situation indicating the probability of a claim or action now known to any entity official or employee has been declared, and it is agreed by all concerned that omission of such information shall exclude any such claim or action from coverage under the insurance being applied for. Signing of this application does not bind the insurance company to offer nor the authorized signer to accept insurance, but it is agreed this application and any attachments thereto shall be the basis of the insurance and will be incorporated by reference and made a part of the policy should a policy be issued.

This application provides the Company with certain indicators as to underwriting acceptability. It does not provide information on policy coverages nor does it alter the terms of the policy.

Applicant _____

Signed _____
 Authorized Entity Representative Title Date

Submitted by _____
 Agent Date

**APPLICABLE IN
AL, GA, ID, IL, IN, IA, KS, MS, MO, MT, NH, NC, ND, PA, RI, SD, TN, WI AND WY**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

APPLICABLE IN ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information, is guilty of a felony of the third degree.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MICHIGAN

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

APPLICABLE IN MINNESOTA

Any person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEBRASKA

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

Any person who knowingly and with intent to injure, defraud, or deceive an insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of insurance fraud which is a felony.

APPLICABLE IN OREGON

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject the person to criminal and civil penalties.

Applicant's Signature

Date

EMC Insurance Companies

Employers Mutual Casualty Company
 EMCASCO Insurance Company
 Union Insurance Company of Providence
 Hamilton Mutual Insurance Company

Dakota Fire Insurance Company
 Illinois EMCASCO Insurance Company
 EMC Property & Casualty Company

APPLICATION FOR A GOVERNMENT CRIME POLICY

This form must be completed for each new policy and at the beginning of each premium period for renewal policies.

Agency: _____

Application is hereby made by _____
(List all Insureds, including Employee Benefit Plans)

Principal Address _____
(No.) (Street) (City) (State) (Zip Code)

for a _____ **Government Crime Policy** with:
(Primary, Excess, Contributing)

Insuring Agreements

Limit of Insurance

Employee Theft — Per Loss Coverage	\$	
Employee Theft — Per Employee Coverage	\$	
Forgery or Alteration	\$	
Premium payable: Annual		

1. If this insurance indemnifies an Obligee other than the Named Insured, list below the name and address of the Obligee: _____

2. DESCRIPTION OF YOUR ORGANIZATION:

- (a) Is your organization a part of the government of the (check the appropriate box): State County
 City Town Township Village Borough Other Political Subdivision _____
- (b) Is insurance being provided for a School System?..... Yes No

3. AUDIT PROCEDURES:

- (a) Is there an audit by a CPA, public accountant or equivalent, independent of your organization? .. Yes No
 If "Yes", how often (check the appropriate box): Quarterly Semi-Annual Annual
- (b) Name and Address of person or firm performing audit _____
- (c) Are all locations audited?..... Yes No
- (d) Is the audit made in accordance with generally accepted auditing standards and so certified?..... Yes No
 If "No", explain the scope of the audit _____

- (e) Is the audit report rendered directly to a regulatory authority?..... Yes No
- (f) Date of completion of last audit _____
- (g) Is there an internal audit by an Internal Audit Department under the control of an employee who is a public accountant or equivalent? Yes No
 If "Yes", to whom are the reports rendered? _____

4. INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES)

- (a) Are bank accounts reconciled by someone not authorized to deposit or withdraw from accounts? Yes No
 If "No", explain _____

- (b) Is countersignature of checks required? _____ Yes No
 If "No", explain _____

- (c) Are securities subject to joint control of two or more responsible employees? Yes No
 If "No", explain _____

If you are a Missouri resident, do not answer this question.

5. PRIOR INSURANCE:

(a) Has any similar insurance been declined or cancelled during the past three years? Yes No
 If "Yes", explain _____

(b) Prior insurance to be superseded _____ Check if none

Form of Insurance	Effective Date	Expiration Date	Limit of Insurance	Name of Insurance Company
			\$	

(c) List below all fidelity and forgery losses sustained during the past three years, whether reimbursed or not, from _____ to _____ Check if none
(Month, Day, Year) (Month, Day, Year)

Date of Loss	Type of Loss	Amount of Loss	Amount Recovered from Insurance	Amount Recovered from other than Insurance	Amount of Loss Pending	If Loss occurred at other than Head Office, state location

6. RATING DATA

(a) Classification of Employees:

(1) List below (or attach separate sheet) the positions and number of officials/officers and employees occupying those positions to which this insurance applies:

No. of Occupants	Positions	No. of Occupants	Positions	No. of Occupants	Positions

Note: Persons required by law to be individually bonded and treasurers or tax collectors by whatever title known are automatically excluded from coverage for employee theft.

(2) From the list above (or attached separate sheet) determine the:

- a. Number of volunteers to be included as rateable employees _____
- b. Number of officials/officers, not required by law to be individually bonded, who are authorized to manage, govern or control the Insured's employees _____
- c. Number of employees who handle, have custody or maintain records of money, securities or other property; department and division heads; assistant department and division heads; and peace officers (including patrolmen when Faithful Performance of Duty Coverage is being written) _____
- d. Number of Leased Workers _____
- e. Number of Former Employees hired as Consultants _____
- f. Number of all other employees (including patrolmen, when written for Honesty Coverage only) _____

(b) Deductibles:

	Amount
Employee Theft	\$ _____
Forgery or Alteration	\$ _____

7. COVERAGE AMENDMENTS (ENDORSEMENTS) — EMPLOYEE THEFT

(a) Is Faithful Performance of Duty Coverage required? Yes No

(b) If blanket excess limits of insurance are desired on any of your Joint Insureds, complete the following:

Joint Insured(s)	No. of Employees	Excess Limit of Insurance
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c) If excess limits of insurance are desired on any of your employees on either a name schedule or position schedule basis, complete the following:

Item No.	Name Schedule Coverage	Position Schedule Coverage			Excess Limit of Insurance Each Employee
	Name(s) of Covered Employees	Title(s) of Covered Position(s)	Location of Covered Position(s) (City and State)	No. of Employees Each Position	
					\$ _____

Is Faithful Performance of Duty coverage required on the employees or positions listed above? Yes No

(d) If permitted by statute, is coverage desired for your treasurers or tax collectors? Yes No

List treasurers or tax collectors to be insured.

8. COVERAGE AMENDMENTS (ENDORSEMENTS) — FORGERY OR ALTERATION

If insurance is desired, complete the following:

Credit, Debit or Charge Card Instruments:

Covered instruments (check the appropriate box) include or are limited to credit, debit or charge cards issued to you or any employee for business purposes

No. of Cardholders Limit of Insurance

9. The present officers, employees, agents and partners of the Insured, have to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information which in the judgment of the Insured indicated that any of the said officers, employees, agents or partners are dishonest. Such knowledge that any official or officer signing for the Insured may now have in respect to his or her own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

Dated at _____ this _____ day of _____ 20____

_____ By _____

(Insured)

(Name and Title)

(Agent)

9B

**FIRST AMENDMENT TO
EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT
BETWEEN
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

THIS FIRST AMENDMENT is to the EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT effective January 1, 2012 (hereinafter referred to as the "AGREEMENT") by and between the following:

- The CITY OF BERLIN, a municipal corporation located in Green Lake and Waushara Counties, Wisconsin; and
- The CITY OF PRINCETON, a municipal corporation located in Green Lake County; and
- The CITY OF GREEN LAKE, a municipal corporation located in Green Lake County; and
- The TOWN OF BERLIN, a town located in Green Lake County; and
- The TOWN OF SENECA, a town located in Green Lake County; and
- The TOWN OF PRINCETON, a town located in Green Lake County; and
- The TOWN OF ST. MARIE, a town located in Green Lake County; and
- The TOWN OF BROOKLYN, a town located in Green Lake County; and
- The TOWN OF AURORA, a town located in Waushara County, hereinafter referred to as "AURORA"; and
- The TOWN OF WARREN; and
- The TOWN OF NEPEUSKUN, a town located in Winnebago County.

WHEREAS, the terms "PROVIDER", "PARTICIPATING ENTITY" and "PARTICIPATING ENTITIES" shall have the same meanings as set forth in the AGREEMENT; and

WHEREAS, AURORA desires that PROVIDER provide emergency medical and ambulance services under the AGREEMENT to all areas within the corporate limits of AURORA, as opposed to only those specified Sections of AURORA described in the AGREEMENT; and

WHEREAS, all parties to the AGREEMENT have agreed to such requested expansion of the areas served by the PROVIDER under the AGREEMENT, according to the terms and conditions of this FIRST AMENDMENT.

NOW THEREFORE, upon consideration as described herein, receipt of which is hereby acknowledged by each party, it is hereby agreed as follows:

1. Effective February 15, 2012, the entire area within the corporate limits of AURORA shall be included in the areas which the PROVIDER shall provide emergency medical and ambulance service under the AGREEMENT, as opposed to only those specified Sections of AURORA described in the AGREEMENT.
2. All other terms and conditions of the AGREEMENT, not expressly amended by the provisions of paragraph 1 above, shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk representing each city party, and the Town Chairperson and Town Clerk representing each town party, have executed this Agreement by each signing a signature page attachment, and all certify that they are authorized to execute this document and bind their respective city or township, as applicable.

SIGNATURE PAGE ATTACHMENT

**FIRST AMENDMENT TO
EMERGENCY MEDICAL AND AMBULANCE SERVICE AGREEMENT
BETWEEN
THE CITY OF BERLIN AND SURROUNDING COMMUNITIES**

CITY OF PRINCETON

Executed this _____ day of _____, 2012

Name: _____
Title: _____

Name: _____
Title: _____