CITY OF PRINCETON
COMMON COUNCIL MEETING

COUNCIL CHAMBERS – 431 W. MAIN STREET

TUESDAY, FEBRUARY 22, 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. February 8, 2011
5. **OFFICER REPORT**
   - A. City Administrator/Clerk/Treasurer
     - i. Ambulance Service Contract with Town of Brooklyn
     - ii. Century Link Application/Notification for 2010/2011 Construction
6. **NEW BUSINESS**
   - **A.** Request to Waive Snow Shoveling Bill for 328 S Clinton St., Janice White
7. **OLD BUSINESS**
   - **A.** Discussion of Invoice for Approval-Bonestroo-$48,343.10
   - B. 2009 Wisconsin Act 86

8 COMMUNICATIONS

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, FEBRUARY 8, 2011
7:00 PM

1. **CALL TO ORDER AND ROLL CALL.** Mayor Mosolf called the meeting to order at 7:00 PM. In attendance were Alderpersons Kallenbach, Garro, Bednarek, Pulvermacher, Hardt, and Magnus, Administrator Weidl and Mayor Mosolf.
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. January 25, 2011**
   - **B. Licenses for Approval**
     - **i. Operators License-Jon J Maldazys (new)** Garro motioned to approve Consent Calendar items 4Ai and 4Bik, seconded by Magnus. Carried 6-0.
5. **OFFICER REPORTS:**
   - **A. Mayor.** Mayor Mosolf thanked Lee, George, and Ernie for cleanup of the snow in the downtown area.
   - **B. City Administrator/Clerk/Treasurer**
     - **i. Ambulance Contract Acceptance Township of Princeton** Administrator Weidl and Alderperson Pulveramacher met with the Townships of Brooklyn and Princeton on 2/2/11, about the ambulance service and contracts. The Town of Princeton signed the contract for ambulance service with Princeton Ambulance Service.
   - **C. Police Chief.** Nothing at this time.
   - **D. Ambulance Director.** Director Roehl handed out to the Council the 2010 Ambulance Report, he explained the report and answered questions from the Council. The EMT's will be starting refresher training on 2/12/11 and will continue into March. The new radios and pagers are in the process of being programmed and installed. The Operational Plan is being sent for signatures and then be sent to the state. A credit card for the Ambulance Service was discussed and Administrator Weidl will get more information. Herb Wachholz recently passed and Director Roehl thought it was important to mention how important Herb Wachholz was to Emergency Services for Princeton. He was past Director for the Ambulance Service and Fire Chief, and he worked for the Fire Department for over 50 years. He was also one of the first EMT's for the Princeton Ambulance Service that started in 1976.
   - **E. Emergency Government.** Nothing at this time.
   - **F. Zoning Administrator /Building Inspector.** Nothing at this time.
   - **G. Library Director** A report was handed out to the Council and Director Duhr asked if there were any questions from the Council. No questions were asked.
6. **NEW BUSINESS**
   - **A. Princeton School District Referendum Update** School Board President Dan Kuglin and Administrator Jeff McCartney were present to answer questions and discuss the School Referendum that will be on the 2/15/11 ballot.
   - **B. Mayoral Proclamation** Mayor Mosolf proposed a Proclamation to the Council to support a change in the detour route proposed by the WI Dept of Transportation for the Highway 23/73 Reconstruction that will take place from April through October

2011. The State proposed detour would bypass Princeton and the route would be through Berlin, Wautoma, and Neshkoro. The proposed alternate route would be County Road T West to County Road D North to Princeton. The Council had questions for Mayor Mosolf: If there was a different alternate route, this was the only alternate, they asked if the alternate route met the weight restrictions, yes it did, and were these roads safe. Magnus motioned to approve the Mayoral Proclamation, seconded by Garro. Carried 5-1 with Pulvermacher voting against.

C. 2009 Wisconsin Act 86 The State of Wisconsin passed a law that Automobile Engine Oil, Oil Filters, Oil Absorbent Materials, and Waste Oil be recycled. Francis Garro was present to discuss the possibility of the Township of Princeton, the City of Princeton, and the Fire Department getting a drum and recycling oil filters together. It would be for the City, Town and Fire Department vehicles only; it would not be for the citizens to recycle these items. This was tabled until the next agenda so the City Administrator could inquire with local companies so see if they would collect the items.

7. COMMUNICATIONS Alderperson Pulvermacher inquired if the 2/8/11 Agenda was posted at the Council Chambers. Administrator Weidl stated the Police Department is now posting agendas and delivering Council Packets, and there was a misunderstanding and that will not happen again. Alderperson Pulvermacher stated he would like to see the minutes from meetings being published in the newspaper before they are approved. Alderperson Garro received complaints about the ice on the sidewalk by the medical clinic on Water Street and that the snow on the roof drips and creates ice, she also received complaints about The Pizza Factory sign on the sidewalk it was not allowing pedestrians a five foot walk way. She talked with Officer Jole and he would talk to the medical clinic and The Pizza Factory.

8. ADJOURN Mayor Mosolf adjourned the meeting at 7:51 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.

A ULANCE SERVICE AGREEMEN

This AGREEMENT for AMBULANCE SERVICE is made and entered into this 15 day of February, 2010, by and between the CITY OF PRINCETON, a Wisconsin municipality with its principal offices located at 531 S Fulton ("CITY"), and the TOWN OF BROOKLYN, Green Lake County, a Wisconsin municipality with its principal office located at N5988 Cty Rd A, (TOWN).

WHEREAS, TOWN desires to provide emergency medical services to their citizens, pursuant to Wisconsin Statutes §256.15, as amended from time to time, as may be applicable herein, through contract with CITY; and

WHEREAS, CITY has indicated a desire and willingness to provide such services to TOWN.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, CITY and TOWN agree as follows:

1. DESCRIPTION OF SERVICES: CITY shall provide emergency ambulance service for TOWN. For purposes of this agreement, "emergency ambulance service" shall be defined as that ambulance service which is necessary to respond to a condition that in the opinion of the person, his/her family or whoever calls for and/or attend the person, requires immediate medical attention, but shall specifically exclude non-emergency transfer calls. All ambulances shall be equipped to provide Advanced Life Support Services.

2. TERM: The term of this agreement shall commence at 12:00 a.m. on January 1, 2011, and shall continue until 11:59 p.m. on December 31, 2011, unless terminated as provided in this agreement.

3. EQUIPMENT AND STAFFING OF AMBUALNCE: CITY agrees to possess, house and maintain a fully equipped and staffed ambulance within the City of Princeton to assure response. For purposes of this Agreement, a one-level system of emergency ambulance service, staffed by emergency medical technicians- basic and emergency medical technicians – IV Tech, as defined by Sec.256.15, Wis. Stats, shall apply.

4. PAYMENT AND BILLING: Ambulance Services. The CITY shall be solely responsible for invoicing and collection of all fees for ambulance service pursuant to its schedule of costs, including mileage.

Per Capita Fee for Town. The Town of Brooklyn shall pay to CITY the fee of $2,845.00,which is coverage for 25% of the Town. All fees are based on a per capita fee of $5.00 and $5.00 per run from 2009. Payments shall be made to CITY on a semi-

annual basis with the 1st payment being due no later than July 31st and the final payment being due no later than November 30th.

CITY shall annually submit to TOWN a listing of the number of runs to the TOWN.

5. HOLD HARMLESS CLAUSE: The parties each shall indemnify and hold the other parties hereto harmless from all liabilities, judgments, costs, damages and expenses, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation which may be asserted against, be charged to, or recovered by reason of or on account of damage to the property of any person; injury to or death of any person; misrepresentation; violation of any law, regulation, requirement or demand of any governmental authority; or any breach of any contractual provision of whatever kind with any third party, arising from that party's performance of its duties under this agreement. It is the intention of the parties that each party shall be solely responsible for its own acts, actions and activities under this Agreement.

6. SERVICES AND SUPPLIES: CITY shall provide services and supplies for emergency use as hereinafter defined as necessary, and may establish a reasonable charge to the ambulance user for providing such services and supplies. For purposes of this agreement, supplies for emergency use shall be defined as those medical supplies which are essential for the personnel who are staffing ambulances use by Provider to provide adequate care for the critical emergency scene and during transport to medical facilities, including, but not limited to the following: (a) Intravenous, (b) Drugs, (c) Heart Monitoring, (d) Oxygen, (e) Disposable blankets, (f) Universal dressing, (g) Sterile gauze pads, (h) soft roller-type bandages, (f) adhesive tape.

CITY shall replace those supplies used by first responders to treat patients. CITY shall bill patients for such supplies.

7. RE-EVALUATION OF CONTRACT, TERMINATION: The parties understand that this is a contract of definite term. It is understood that in the event of non-renewal, the parties may need time to make alternative arrangements. The parties shall evaluate services provided under this Agreement no later than September 30th of each year. Agreed upon changes would commence on January 1 of the following year contingent upon present year charges with payment received no later than November 30th. Any party may terminate this Agreement by written notice to all other parties delivered by first class mail to the Town and Municipal Clerks, postmarked no later than September 1 of any year. Termination of this agreement by any of the undersigned parties shall terminate this agreement as to all parties.

8. AMENDMENTS, FULL TEXT OF AGREEMENT: All agreements and understandings have been embodied in this Agreement and no changes will be made herein except in writing and duly signed by the authorized representatives of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CITY OF PRINCETON

City Administrator

TOWN OF BROOKLYN

Town Chairperson
2-15-11

CenturyLink

144 N Pearl Street
Berlin WI 54923

January 14, 2010

Mr. Joshua Schoemann
City of Princeton
P O Box 53
Princeton, WI 54968-

Re: APPLICATION / NOTIFICATION FOR 2010/2011 CONSTRUCTION

Dear Mr. Schoemann:

Enclosed please find a form regarding construction in your area for the 2010 and 2011 seasons. The "Application for Telephone Company Construction" is for the Telephone Company to construct telephone cable in your municipality.

We anticipate construction beginning May 1, 2010, therefore, it is important that you complete, sign and return the attached form by April 20, 2010. Your signature on the "Application for Telephone Company Construction" will grant CenturyTel permission to construct and maintain telephone facilities in your Town or Village for the years 2010 and 2011. We understand that signing a blanket permit may vary within a municipality. If you do not authorize this blanket permit, please advise us as to the procedures you wish us to follow.

If you no longer hold this office, please forward these forms to the appropriate individual or return and advise us as to who is holding this office at this time.

As in the past, we appreciate your cooperation and thank you. If there are any questions, please call me at (920) 361-8425.

Sincerely,

CenturyTel

Ross Hartwig / JTS

Ross Hartwig
Plant Facilities Engineer

Enclosures

APPLICATION FOR TELEPHONE COMPANY CONSTRUCTION PERMIT

APPLICATION TO THE – City of Princeton

FOR CONSENT TO AND PERMIT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF TELEPHONE LINES ON OR ALONG TOWN ROADS AND OR HIGHWAYS.

The telephone company CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC. with headquarters located at 333 North Front Street, La Crosse, Wisconsin requests consent to construct, operate, and maintain certain transmission lines for the purpose of providing telecommunications services along, across, or within the limits of the town roads or highways in accordance with Section 123, Volume No. 1 of the Wisconsin State electrical code.

THIS IS A BLANKET PERMIT FOR THE YEARS 2010 AND 2001.

APPROVAL AND CONSENT OF THIS APPLICATION IS HEREBY GIVEN:

DATE: 2/03/11

SIGNATURE: _____
Administrator

Return to: CenturyLink
144 N. Pearl Street
Berlin WI 54923

ATTN: Laura Stagg
PHONE: (920) 361-0041

February 9, 2011

City of Princeton
531 S Fulton Street
PO Box 53
Princeton, WI 54968

To whom it may concern:

On Saturday, January 29, 2011 my father passed away at his home in Upper Michigan. I left at 4:30 that morning to be with my mother and to help her make the necessary arrangements for my father's funeral. I didn't return to Princeton until late Friday, February 4th.

Due to the above circumstances (coupled with the fact that I have been unemployed since June, 2010), I am respectfully requesting you waive the $50 fee for having the city shovel my sidewalk. In the six years I have lived in town, there has only been one time I was unable to shovel my own sidewalk. I was out of town then also, but I did pay the fine.

Thank you for your consideration in this matter.

Sincerely yours,

Janice White

Culver's of Marinette. Stop in today!!

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Straight Stitch Custom Canvas 528 10 AVE. MENOMINEE, MI 906.424.4341

1/31/2011 8:00:00 AM

John T. "Jack" White

John T. "Jack" White, 77, of Stephenson, Mich., passed away on Saturday, January 29, 2011, at home. Jack was born on November 30, 1933, in Chicago, Ill. to the late John J. and Mary Ellen (Finn) White. On September 3, 1955, Jack married the former Patricia LaChance in Chicago, Ill. Jack proudly served his Country in the United States Army from 1956 until being honorably discharged in September of 1962. Jack worked as the director of security for Quaker Oats, Palmer House Hotel, and St. Joseph's Hospital all of Chicago, Ill. Jack also served as Police Commissioner and volunteer police officer in Woodridge, Ill. Jack's passion in life was music. He had his own music group, called "The Coachmen", in which he played guitar and could often be found playing for many benefits. Jack was the director of music at St. Scholastica Catholic Church in Woodridge, Ill. Jack also enjoyed horseback riding and giving riding lessons. One of the things Jack will be remembered for most was his love of debating politics. His numerous articles will be missed by many. Jack was the recipient of the American Hometown Leadership award from Wal-Mart with which he donated the money to Holmes Township for the purchase of a War Memorial. Jack was a member of Precious Blood Catholic Church where he played guitar and sang in the choir. He was also a past Holmes Township Supervisor.

Jack is survived by his wife, Patricia of Stephenson, Mich.; four daughters: Janice White of Princeton, Wis., Julie White of Sarasota, Fla., Brenda (James) Duka of Homer Glen, Ill., and Connie (Dennis) Atkinson of Montello, Wis.; two sons: John (Kari) of Plainsfield, Ill. and Brian (Jessy) White of Stephenson, Mich.; and 16 grandchildren. Jack was preceded in death by his son, Vincent; brother, James; and sister, Lorraine Bradley.

Family and friends may call at Anderson Diehm Funeral Home, Stephenson, Mich., on Tuesday, February 1, 2011, after 4 p.m. with Military Rites at 7:15 p.m. followed by Parish Prayer Service. Visitation will continue on Wednesday at the funeral home from 9 a.m. until 9:45 a.m. Mass of Christian burial will be celebrated at 10 a.m. at Precious Blood Catholic Church. Father Corey Litzner officiating. Burial will be in Holy Rosary Cemetery, Banat, Mich.

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Formal Affair Your Event Destination

CITY OF PRINCETON
531 S FULTON ST
PO BOX 53
PRINCETON, WI 54968
(920)295-6612

ACCOUNT NUMBER
002-0207-11

ENTER AMOUNT PAID

ACCOUNT ID: 002-0207-11
WHITE, JANICE
328 S CLINTON ST
PRINCETON WI 54968

BILLING DATE	AMOUNT DUE
2/07/2011	$50.00

DUE DATE
3/09/2011

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT

BILLING DATE	DUE DATE	ACCOUNT NUMBER
2/07/2011	3/09/2011	002-0207-11

DESCRIPTION		AMOUNT
SNOW SHOVELING	SHOVELED SIDEWALK	50.00
AMOUNT DUE		50.00

CLAIMS SUBMITTED TO MEDICARE.
PRINCETON AMBULANCE DOES NOT SUBMIT
CLAIMS TO PERSONAL INSURANCE COMPANIES.
FEDERAL ID # 39-6005579

SERVICE ADDRESS
328 S CLINTON ST

SERVICE DATE
2/03/2011

CITY OF PRINCETON
531 S FULTON ST
PO BOX 53
PRINCETON, WI 54968
(920)295-6612

12075 Corporate Pkwy
Suite 200
Mequon, WI 53092
Tel 262-241-4466
Fax 262-241-4901
www.bonestroo.com

Bonestroo

December 14, 2010

Invoice No: 184468
Invoice Amt: $18,774.39

City of Princeton
438 W Main Street
Princeton, WI 54968

Professional Services from September 22, 2010 to December 4, 2010

Project 004747-09002-0 Princeton WI-Phase II ESA and Brownfields Grant Application Assistance-Former Stock Lumber Co Proper

Site Location:
Former Stock Lumber Company Property
101 Mechanic Street
Princeton, WI

SAG Grant Reimbursement Submittal Assistance

	Hours	Rate	Amount	
Senior Registered Geologist	3.75	125.00	468.75	
Senior Project Geologist	6.50	114.00	741.00	
Engineer	16.75	89.00	1,490.75	
Administrative Aide	.50	59.00	29.50	
Total Labor	27.50		2,730.00	
		Total this Phase		$2,730.00

SAG Funded Environmental Assessment

	Hours	Rate	Amount	
Senior Registered Geologist	2.00	125.00	250.00	
Graduate Engineer	3.00	89.00	267.00	
Total Labor	5.00		517.00	
Mileage			46.00	
Total Direct Project Expenses			46.00	
		Total this Phase		$563.00

Meetings & Project Management

	Hours	Rate	Amount

Associate Geologist	4.75	140.00	665.00
Senior Registered Geologist	12.25	125.00	1,531.25
Graduate Engineer	8.50	89.00	756.50
Administrative Aide	3.25	59.00	191.75
Total Labor	28.75		3,144.50
Mileage			122.50
Total Direct Project Expenses			122.50

Total this Phase $3,267.00

Soil Beneficial Reuse Permitting

	Hours	Rate	Amount
Associate Geologist	4.50	140.00	630.00
Senior Registered Geologist	7.50	125.00	937.50
Graduate Engineer	60.00	89.00	5,340.00
Administrative Aide	.75	59.00	44.25
Total Labor	72.75		6,951.75

Total this Phase $6,951.75

Soil Stock Pile Removal Bid Specs & Bidding

	Hours	Rate	Amount
Associate Geologist	1.50	140.00	210.00
Senior Registered Geologist	3.00	125.00	375.00
Graduate Engineer	10.50	89.00	934.50
Total Labor	15.00		1,519.50

Total this Phase $1,519.50

Soil Stock Pile Removal Oversight

	Hours	Rate	Amount
Associate Geologist	1.50	140.00	210.00
Senior Registered Geologist	8.25	125.00	1,031.25
Senior Project Geologist	1.00	114.00	114.00
Graduate Engineer	18.00	89.00	1,602.00
Administrative Aide	.25	59.00	14.75
Total Labor	29.00		2,972.00
Field Supplies			334.82

Project	004747-09002-0	Princeton WI-Phase II ESA and Brownfields Grant Application Assistance-Former Stock Lumber Co Proper	Invoice	184468

Total Direct Project Expenses	334.82	
	Total this Phase	$3,306.82

Interest

1.5% of 29,087.99	(balance over 30 days)	436.32
	Total this Invoice	**$18,774.39**

Outstanding Invoices

Number	Date	Balance
179969	7/1/10	11,986.78
181697	9/2/10	16,705.25
182260	9/23/10	876.68
Total		29,568.71

All invoices are due and payable within 30 days. Interest will be charged at an annual rate of 18% on all amounts not paid within 30 days.

Please remit all invoice payments to our lockbox:

Bonestroo
PO Box 1521, Dept. #1156
Minneapolis, MN 55480-1521

All other correspondence should continue to be sent to your local Bonestroo office.

19551.09

12075 Corporate Pkwy
Suite 200
Mequon, WI 53092
Tel 262-241-4466
Fax 262-241-4901
www.bonestroo.com

Statement

Please remit payment to:
Bonestroo
PO Box 1521
Dept # 1156
Minneapolis, MN 55480-1521

Bonestroo

February 1, 2011

City of Princeton
438 W Main Street
Princeton, WI 54968

Outstanding Invoices

	Invoice Number	Invoice Date	Invoice Amount	Interest	Balance Due
Project: 004747-09002-0 Princeton WI-Phase II ESA and Brownfield					
	179969	7/1/10	$11,861.92	$124.86	$11,986.78
	181697	9/2/10	$16,527.32	$177.93	$16,705.25
	182260	9/23/10	$698.75	$177.93	$876.68
	184468	12/14/10	$18,338.07	$436.32	$18,774.39
Total for 004747-09002-0			**$47,426.06**	**$917.04**	**$48,343.10**
Statement Totals			**$47,426.06**	**$917.04**	**$48,343.10**

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	Over 150 Days
	18,774.39			**876.68**	**28,692.03**

This is a statement of amounts due - not an invoice. If payment has already been sent, please disregard this statement.

Bonestroo Questions:

1) What is the purpose of the SAG grant? The BEBR grant?
2) Please give the council an overview of the project to date including the total expenditures for the project and the total expenditures from the City not covered under the SAG and BEBR grants.
3) Upon approval and payment of this latest invoice, the City of Princeton has fulfilled its financial obligations to Bonestroo to date, correct?
4) Does the City have any outstanding actions from any contractors that will result in additional payments from the City to the contractor? Specifically, I am thinking of the soil that was transported to the industrial park.
5) How much money, reimbursable under the SAG Grant, is available for future assessment purposes on the eligible property?
6) What about the BEBR Grant? How much money is available for reimbursable remediation activities through already fulfilling the obligations of the BEBR grant match?
7) It is my understanding that Bonestroo is under contract for the future assessment and remediation activities, but as of today, no direction has been set by the council for specific assessment and remediation projects. Is this true?
8) What is the next step? How do you suggest that the City proceed with assessment and remediation activities, keeping in mind the limited availability of future funds paid out directly by the City?
9) In what areas do you believe that the City can reduce direct expenditures or increase the profitability of developing the area? How can the City best maximize its dollars moving forward?

Oil Filter Recycling
City Of Princeton

It has been brought to our attention in 2011 it is now mandated to recycle our used oil filters. The DPW personnel were sent to find prices for such recycling. We went to numerous places in town and received the following answers

Fox River Auto: Utilizes Moore Oil but due to the size of our filters stated he would be unwilling to take them as they do not fit in his crusher

Mike's Payless Auto: Also utilizes Moore Oil and said "it would be cheaper for you to do your own"

Vin's Auto: stated he would be unable to help us

Gagne: stated they did not want to begin recycling our filters because they were unsure of paperwork that would be needed.

Alliant Energy: utilizes waste management and will not pick our filters up

Waste Management: Goes through a third party and says their company is more expensive than our Moore oil price

Mashuda: Crushes their own filters and stated after researching the situation they recommend utilizing a different company. They also stated they were looking at utilizing Rock and Moore oil companies.

Moore Oil will deliver a Filter barrel and come pick it up when we call for $25 Per barrel of uncrushed filters with no barrel delivery charge.

Research was done by Lee Williams and Ernest Schmidt