

CITY OF PRINCETON
COMMON COUNCIL MEETING
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, DECEMBER 27, 2011
7:00 PM

1. CALL TO ORDER AND ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. APPEARANCES FROM THE PUBLIC
4. MAYOR'S REPORT
 - A. Training opportunities for elected officials
5. ADMINISTRATORS REPORT
6. CONSENT CALENDAR
 - A. Minutes for Approval:
 - i. December 20, 2011
 - B. Licenses for Approval
 - i. Operators Licenses
 1. Benjamin L Meyer
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Discussion and/or action: Veolia Environmental Services Residential Contract
 - i. **Summary:** Veolia has a list of approximately 25 businesses in Princeton that receive garbage/recycling pick-up, but do not qualify for the service (meaning not residential customers). The Council needs to provide direction as to whether or not the City will now pay to provide business owners with waste/recycling service. Keep in mind there are 3 groups of business owners affected: (1) business owners that received free services set to expire, (2) business owners that received free services attached to a residential unit, and (3) business owners who pay for their own service. Please see enclosed 1996 contract, 2011 extension, the list of business with services set to expire, and a memo from the City Attorney. A representative from Veolia will be in attendance at the meeting on Tuesday to answer questions. In the meantime, Veolia will continue to provide service to the businesses in question until the issue is sufficiently resolved.
 - B. Discussion and/or action: Permit for Terrance Ducket's salvage business.
 - i. **Summary:** Mr. Ducket needs approval from the City Council for a salvage permit located within City limits. The intent is to store vehicles indoors until such time that the vehicles can be transported to a salvage business. The proposed location is zoned appropriately for such usage if the Common Council grants a conditional use permit for inside storage only. Please see ordinances 13-1-36(c)(1) and 13-1-39(11) for further information.
 - C. Discussion and/or action: Zoning Administrator appointment
 - i. **Summary:** the Plan Commission has recommended that the Common Council appoint Nate Mrstik as Zoning Administrator. Please see the ordinance 13-1-150.
9. COMMUNICATIONS
10. 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
SPECIAL COMMON COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, DECEMBER 20, 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 Kallas, Magnus, Hardt, Garro, Pulvermacher, Administrator Weidl, and Mayor Mosolf. Absent was Alderperson Kallenbach.
2. **PLEDGE OF ALLEGIANCE.** The Pledge of Allegiance was recited.
3. **APPEARANCES FROM THE PUBLIC**
 - Irene Carini-135 N Farmer St. She apologized if she offended anyone at the last meeting. The ambulance service is an important topic and the citizens do not feel they had enough time to grasp the topic. She hoped questions would be answered
 - Ernie Pulvermacher-321 Dover St. He was speaking to the Council as a citizen. He wondered how many Council Members spoke to any of the Ambulance personnel about the service. He felt the contract was generated without input or direction from the Council. He also felt the community was forced into this situation without information.
 - Lara Roehl-516 S Farmer St. The meeting was not correct with the ordinances. The Administrator is a biased fact finder for the Council. Minutes from meetings are not posted on the website. Ambulance members not opposed to service with Berlin, but as taxpayers they are not happy with the information being given to them. If the contract is signed with Berlin the City of Princeton is in trouble.
 - Cary Waite-611 S Fulton St. He reviewed the contract. Princeton Ambulance and Fire Departments are second to none. With the municipalities around Princeton signing with Berlin Ambulance, the City of Princeton will not be able to fund the service by itself. There is a lot of misinformation to the public. We need a viable service. He would like to see the merger going through.
4. **CONSENT CALENDAR**
 - A. **Minutes for Approval:**
 - i. December 13, 2011 Hardt motioned to approve the 12/13/2011 Council Meeting Minutes, seconded by Garro. Carried 4-1 with Pulvermacher voting against.
5. **OLD BUSINESS**
 - A. **Discussion and action regarding the reconsideration of a previous motion**
 - i. Alderperson Garro – Reconsideration of the motion “to table the contracts with the City of Berlin indefinitely until a referendum is conducted at the next available election,” made by Kallenbach and seconded by Kallas. Garro motioned to reconsider the previous motion to table the contracts with the City of Berlin indefinitely until a referendum is conducted at the next available election, seconded by Magnus. Carried 3-2 with Pulvermacher and Kallas voting against.
 - ii. Discussion and action pertaining to EMS Agreements with the City of Berlin Hardt motioned to open up the discussion and take action with the EMS Agreements with the City of Berlin, Seconded by Garro. Carried 3-2 with Pulvermacher and Kallas voting against. A discussion took place. Alderperson Magnus read answers questions that were asked last week at the meeting. Hardt motioned to ratify the ambulance contract with the City of Berlin as presented and amended with the memos from the Berlin City Administrator Jody Olson dated 12/15/2011 and 11/29/2011, seconded by Magnus. Carried 3-2 with Pulvermacher and Kallas voting against.
6. **NEW BUSINESS**
 - A. **Discussing and action pertaining to Mayoral veto of the motion “to table the contracts with the City of Berlin indefinitely until a referendum is conducted**

at the next available election," made by Kallenbach and seconded by Kallas.
Mayor Mosolf rescinded his veto due to the previous vote.

7. **COMMUNICATIONS** Alderperson Pulvermacher inquired about the money Lee Williams and Cheryle Nickel raised for the ambulance through fundraising. Administrator Weidl stated that the money was in the LGIP and is around \$26,000.00 and the Henry Bednarek Trust is about \$35,000.00. They both will remain City of Princeton funds.
8. **ADJOURN** Mayor Mosolf adjourned the meeting at 7:44 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 on the Fox
Where yesterday meets tomorrow*

CITY OF PRINCETON
OFFICE OF THE CITY ATTORNEY

MEMO

To: John Weidl, City of Princeton Administrator

From: Ludwig L. Wurtz

Dated: December 22, 2011

Subject: Veolia Contract

The question has been raised as to the interpretation of the Veolia contract concerning pickup of recyclables and solid waste in Downtown Princeton. The current contract has a definition of a residential unit and it does make reference to single family, two family, three family or four family residential dwellings. Obviously in the downtown there is a "mixed bag" of what exactly is taking place in the downtown area. Clearly there are residences that are located in the downtown that have residential waste. It certainly could be defined as residential dwellings. The first step is to determine whether the provider of the service Veolia is willing to continue to pick up trash and recyclables in the downtown. If they are still willing to make this swing and the type of materials that are being put in these residential trash containers are properly packaged and separated, it would be my position that the common council could simply define the waste from a business/residential unit in the downtown as a "residential unit". The bottom line is there needs to be uniformity in the enforcement of the contract. It is the City Attorneys position that this can be negotiated with the provider and uniformly applied to all downtown residence and/or businesses. Clearly this is a council decision because of the financial impact associated with providing garbage and recycling service to the downtown community.

Sincerely,

Ludwig L. Wurtz

LLW/jms

PRINCETON - COMMERCIAL / 2011

	<i>Name</i>	<i>Address</i>	<i>Issue</i>
1	Bednaricks	1002 Main st	Have Carts : 1 - trash / 2 - recycle - curbside
2	Gurke Construction	Sunnyview Ln.	2-3 bags - curbside
3	Feedmill	Hwy 73	1-4 yds loose trash - behind bldg
4	American Legion	853 Main st.	Bags trash / recycle - curbside
5	Vins Auto	Main st. (next to Legion)	Bags trash - curbside
6	All in good taste	725 Main st.	Bags trash - curbside
7	MC Publishing	711 Water st.	Have Carts : 1 - trash / 1 - recycle - up the drive
8			(The apts above MC put their material curbside)
9	Buckhorn	531 Water st.	Have Carts : 3 - recycle (what do they do w/garbage) - curbside
10	Whiskey on water	512 Water st.	Have Carts : 1 - recycle (what do they do w/garbage) - curbside
11	Pizza factory	504 Water st.	bags recycle (full of pizza sauce cans) - curbside
12	Rumours	508 Water st.	Has Cart : 1-trash - curbside
13	Stars - n - Strikes	435 Water st.	Have Carts : trash + loose cdbd - curbside (WM recycle carts)
14	Post Office	111 Pearl st.	loose trash - curbside (WM carts on site)
15	Law office	117 Pearl st.	loose trash / recycle - curbside
16	Chiropractor	436 Water st.	loose trash - curbside
17	Calvary Lutheran	Farmer/water st.	loose trash - curbside
18	Shed on hwy D	Hwy D (next to TTI)	loose trash - curbside (farmer brings in from out of town)
19	Jim's place	329 Fulton	Have Carts : 3 - recycle / 1 trash - plus cans - curbside
20	Jillians	Fulton/Water	Have Carts : 2 - recycle / 2 - trash - curbside on Water
21	Washkovic	Behind Piggly Wiggly	4-5 trash cans - up the drive
22	Squeaky Clean	Next to Piggly Wiggly	loose trash - curbside
23	Pulvermacher	500 Main st.	Have Carts : 2 - trash - curbside
24	American Family	610 Main st.	loose trash - curbside
25	Swanke Concrete	Mechanic st.	1-4 trash cans - curbside (they have a 6yd REL there for trash)

**EXCLUSIVE RESIDENTIAL
SOLID WASTE COLLECTION AND DISPOSAL
AND
RECYCLABLES COLLECTION AGREEMENT**

THIS CONTRACT is made and entered into this 1st day of June 2006, by and between the City of Princeton, Wisconsin (hereinafter called "City") and Onyx Waste Services Midwest, Inc., a Wisconsin corporation (hereinafter called "Contractor").

W I T N E S S E T H :

WHEREAS, the City recognizes that it is desirable that provisions be made for the regular and efficient collection of residential solid waste and recyclables within the legal boundary limits of the City; and,

WHEREAS, the City desires that an independent contractor be utilized to perform solid waste and recyclables collection services within the legal boundary limits of the City and further desires to enter into a contract granting the Contractor the exclusive right to collect residential solid waste and recyclables within the City limits.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the City hereby grants to Contractor and Contractor hereby accepts from City, the exclusive right and obligation to collect and dispose of residential Solid Waste and Recyclables accumulating in the normal course within the legal boundary limits of the City during the term hereof and subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

- A. "City" shall mean the City of Princeton, a Wisconsin City.
- B. "Bag" shall mean tied plastic bags containing Solid Waste to be collected and disposed of by Contractor pursuant to this Contract, not to exceed fifty (50) pounds in weight and which shall further not exceed 5 bags per Residential Unit per week.
- C. "Bin" shall mean an eighteen (18) gallon bin provided by Contractor to each Residential Unit serviced hereunder for deposit of Recyclables.

D. **“Contractor”** shall mean Onyx Waste Services Midwest, Inc., a Wisconsin corporation.

E. **“Solid Waste”** shall mean putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, all solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles and other food and drink containers, certain food packaging materials and other residential household solid waste items generated by Residential Units in the normal and ordinary course which shall be contained in Bags. The term Solid Waste does not include, and this Contract does not provide for, the Contractor’s obligation to collect the following items: (i) Solid Waste not properly contained inside Bags or Recyclables not properly contained inside Bins; (ii) Bins or Bags not properly set out on the curb as required herein; (iii) more than five (5) Bags set out by a Residential Unit on any one collection day; (iv) any Bag weighing in excess of fifty (50) pounds; (v) liquid paint or other quantities of waste or refuse defined, characterized or designated as toxic or hazardous by applicable law or which cannot be lawfully handled under Contractor’s license or permit or disposed of at the Contractor’s designated landfill without special treatment or handling; (vi) white goods, such as appliances or heavy furniture; (vii) medical waste; and (viii) trees (including Christmas trees), yard waste, tires or construction and demolition material, dirt, rock, concrete and brick.

F. **“Recyclables”** shall mean recyclable materials limited to plastic, glass, cardboard and newspaper.

G. **“Residential Unit”** shall mean single family, two family, three family or four family residential dwellings located within the legal boundary limits of the City. For purposes of this Contract, a two family dwelling shall equal two Residential Units, a three family dwelling shall equal three Residential Units and a four family dwelling shall equal four Residential Units.

2. **Exclusivity:** The City hereby grants to Contractor the exclusive right, and Contractor hereby accepts the obligation, to collect Solid Waste and Recyclables generated by all Residential Units in the normal and ordinary course, within the legal boundary limits of the City. No other private or public refuse collector shall be permitted by the City to provide Solid Waste or Recyclables collection to any Residential Unit

within the legal boundary limits of the City. The City shall take all actions necessary to enforce this provision.

3. **Recycling Bins and Solid Waste Bags:** Contractor shall provide and maintain, at its expense, recycling Bins to be used by Residential Units, which Bins shall remain the property of Contractor. Each Residential Unit shall be provided with one Bin. Residential Units with more recyclables than would fit in one (1) Bin may pay for the use of any one or more additional Bins at rates established by Contractor. All Recyclables subject to collection by Contractor shall be placed inside the Bins by each Residential Unit. All Solid Waste subject to collection by Contractor shall be placed inside the Bags by each Residential Unit. Bins and Bags shall be placed at the curb in front of each Residential Unit at locations that are readily identifiable and accessible to the Contractor's personnel. Residents shall take reasonable precautions to prevent damage to or theft of the Bins.

Contractor shall provide labor and equipment to maintain the Bins and shall maintain a reasonable inventory for new Residential Units and to replace damaged Bins. New Residential Units shall be given one Bin by the Contractor upon the establishment of service. Contractor shall be notified immediately by the City of all new Residential Units in order to establish service collection and likewise shall immediately notify Contractor of any Residential Units discontinued from collection service.

4. **Scheduled Pick Up:** Contractor shall provide Solid Waste collection service once a week, on Mondays, at the initial rate set forth in Section six (6) hereof. Contractor shall provide City with advanced written notice of any change in the collection schedule.

5. **Time of Pickup:** Collection of Solid Waste and Recyclables shall occur between 7:00 a.m. and 5:00 p.m., every Monday. Bins and Bags must be placed at curbside by Residential Units in such a manner as to be readily and easily accessible and identifiable to Contractor, along a road or street recognized by the City as a government maintained public road or street.

6. **Rates:** The rates for the first and second years of this Contract (June 1, 2006 through June 1, 2008) for Solid Waste and Recyclables collection shall be \$8.60 per Residential Unit (the "Per Residential Unit Rate" as may be adjusted from time to time as provided herein). The rate for the third year of this Contract (June 1, 2008 through June 1, 2009) shall be \$8.77 per Residential Unit. The rate for the fourth year of this Contract (June 1, 2009 through June 1, 2010) shall be \$8.95 per Residential Unit. The rate for the five year of this Contract (June 1, 2010 through June 1, 2011) shall be \$9.13 per Residential Unit. Thereafter, in the event this Contract is extended or renewed the rates shall be increased annually on each anniversary date (each June 1st) to reflect 100% of the change in the Consumer Price Index ("CPI") Midwest Urban – All Items as promulgated by the United States Bureau of Labor Statistics.

The rates due and payable hereunder may not be otherwise increased without the written consent of the City, except for the following: (i) rates shall be increased on a pro-rata basis to reflect any increased costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by documentation provided by Contractor to the City upon request. Contractor may petition the City for any other rate adjustments from time to time on the basis of unusual changes in its costs of doing business. In such event Contractor shall submit a written request for consideration of relief from said costs in the form of an adjustable surcharge.

7. **Fuel Surcharge:** Contractor may, on a monthly basis, add a fuel charge to the City's invoice for services rendered hereunder (the "Fuel Surcharge"). The Fuel Surcharge will be based on the national on-highway diesel prices published by the United States government, which data is available on the internet at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. The Fuel Surcharge will be based on rolling average prices over the prior month with a baseline fuel cost of \$2.80 per gallon. No Fuel Surcharge will be charged to the City if the average price as published for the prior month is less than or equal to \$2.80 per gallon. A Fuel Surcharge in the amount of ½% of the Per Residential Unit Rate for each \$0.10 increase over \$2.80 shall be applied to the City's invoice each month.

8. **Number of Units:** The Contractor and City shall use City records and a physical count of the number of Residential Units receiving Solid Waste and Recyclables collection service to determine the total number of Residential Units (official house count) the Contractor shall provide service and City shall bill. The official house count on the Commencement Date as represented by the City shall be 704, which number shall be adjusted monthly to reflect the actual number of Residential Units being serviced hereunder.

9. **Payment to Contractor:** Contractor shall submit an invoice to City on a monthly basis for all Residential Units serviced hereunder for the prior month. City shall be responsible for billing each Residential Unit for collection services provided by Contractor for the previous month. Payment for the total amount of all Residential Units serviced by Contractor, regardless of what is actually collected by the City, shall be paid to Contractor by the City no later than thirty (30) days from the date of Contractor's invoice.

10. **Collection of Material:** Solid Waste and Recyclables collected by Contractor must be properly placed at the point of collection in the proper Bin or Bag prior to 7:00 a.m. on the date of collection by the Residential Unit. The Contractor shall promptly and prior to leaving, remove from public or private property any Solid Waste or Recyclables spilled by Contractor in the course of its collection. The Contractor's drivers shall note and report any damaged Bins as an aid in the replacement and repair.

11. **Bulk Pickups:** Contractor shall provide bulk pickup service two times per contract year at no additional charge to the City. The bulk pickup service shall consist of the collection of Solid Waste and Recyclables in quantities in excess of those otherwise limited to herein and shall be at times determined by the Contractor and the City upon mutual agreement. If the City decides to eliminate bulk pickup, the unit price will be decreased \$0.25 per unit. Contractor shall further provide bulk pickup service to Residential Units at such other times as may be requested by a Residential Unit at rates to be determined by Contractor and paid directly by the Residential Unit.

12. **Equipment:** Equipment to be used in the collection of residential Solid Waste and Recyclables shall be of late model, steel body with steel covers, non-leaking and of automatic packer type. The equipment shall be in such condition that the schedule of collection can be maintained.

13. **Disposal of Solid Waste:** The Contractor shall dispose of all Solid Waste collected under this Contract in a sanitary landfill or other disposal facility approved by the Wisconsin Department of Natural Resources ("WDNR"). All charges for disposal shall be incorporated in the rates for services provided and as such shall be the responsibility of the Contractor and shall be paid by the Contractor.

14. **Service Issues:** The City will answer complaints or questions from the public concerning service issues; and as needed, will contact the Contractor for assistance in resolving the issue courteously. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receipt of notice to Contractor from the City.

15. **Assignment:** Except by operation of law, this Contract shall not be assigned or sublet, in whole or in part, without the written consent of the City, which consent shall not be unreasonably withheld or delayed.

16. **Workmen's Compensation:** During the term hereof, Contractor shall carry Workmen's Compensation Insurance coverage in compliance with applicable law.

17. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein.

18. **Indemnification and Insurance:** The Contractor shall indemnify and save harmless the City, its agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, including reasonable attorney's fees as a result of the negligence or misconduct of Contractor. Contractor shall carry the following types and minimum limits of insurance:

Bodily Injury	\$1,000,000
Accidental Death	\$1,000,000 per person per accident
Property Damage	\$1,000,000

Such policies may not be canceled without thirty (30) days written notice to the City and shall name City as an additional insured, evidence of which shall be provided in the form of insurance certificates to the City within fifteen (15) days after execution of this Contract.

19. **Term of Contract:** The term of this Contract shall be five (5) years commencing June 1, 2006 (the "Commencement Date") and terminating June 1, 2011. This Contract may be renewed for additional terms of five (5) years each upon mutual agreement between the parties.

20. **Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the City.

21. **Legal Holidays:** The following legal holidays may be observed by the Contractor, at Contractor's option ("Holiday"): New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When no collection services are provided on a Holiday, or for any other reason, the Contractor shall make arrangements immediately before or after the date of non-collection to "make-up" the day lost and return to the normal schedule within the next three working days thereafter. The Contractor may work on Saturday to accomplish this.

22. **Force Majeure:** Except for the obligation to pay for services rendered, if, and to the extent that either party is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control (a "Force Majeure Event"), such nonperforming party shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default.

23. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

24. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

If to the City:

City of Princeton

Attn: City Administrator

P.O. Box 53

Princeton, Wisconsin 54968-0053

If to the Contractor:

Onyx Waste Services Midwest, Inc.

Attn: John H. King, Area Manager

N7296 Highway V

Horicon, Wisconsin 53032

25. **Default:** If either party breaches this Contract or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract as of any date which said other party may select provided it is at least ninety (90) days after the thirty (30) days in which the defaulting party has to cure or commence curing the breach or default; or (ii) pursue any other right or remedy to which it may be entitled by law or at equity including, but not limited to, the right for all damage or loss suffered as a result of such termination. No remedy is intended to be exclusive of any other remedy but each and

every such remedy shall be cumulative. Specifically excluded from both parties' right to any damages is incidental, consequential, indirect or punitive damages.

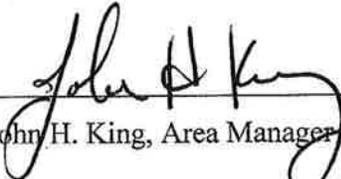
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by its duly authorized officers this 1st day of June 2006.

THE CITY OF PRINCETON
A Municipal Corporation



PHILIP RATH, Administrator

ONYX WASTE SERVICES MIDWEST, INC.



John H. King, Area Manager

**FIRST AMENDMENT TO THE EXCLUSIVE RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL AND RECYCLABLES COLLECTION
AGREEMENT**

This First Amendment to the Exclusive Residential Solid Waste Collection and Disposal and Recyclables Collection Agreement ("First Amendment"), dated June 1st, 2006 (the "Agreement"), by and between the **City of Princeton, Wisconsin**, a municipal government of the state of Wisconsin (hereinafter the "City") and **Veolia ES Solid Waste Midwest, LLC** a Wisconsin corporation (hereinafter "Contractor") is made this 11th day of May, 2011.

WHEREAS, the City and Contractor have previously entered into an Exclusive Residential Solid Waste Collection and Disposal and Recyclables Collection Agreement which is effective through June 1st, 2011; and

WHEREAS, the parties wish to extend the Agreement for three (3) additional years, through May 31st, 2014; and

WHEREAS, the parties wish to amend certain of the terms and conditions of the Agreement, all of which are effective beginning June 1st, 2011;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Recitals:** The name Onyx Waste Services Midwest, Inc. is amended to read Veolia ES Solid Waste Midwest, LLC wherever it appears.

2. **Scheduled Pick Up:** Article 4 is replaced as follows:

Contractor shall provide Solid Waste collection service once per week. Recyclables collection will occur on the same day as Solid Waste collection, once every other week. Contractor shall provide appropriate containers at both the City Hall (531 S. Fulton) and Public Works (438 Main St.) buildings and provide Solid Waste and recyclables in accordance with Article 4.

3. **Rates:** The first paragraph of Article 6 is replaced as follows:

Beginning June 1st, 2011, the monthly rate will be \$11.75 per Residential Unit (the "Per Residential Unit Rate" as may be adjusted from time to time as provided herein). The rate shall be locked through May 31st, 2012. Thereafter, the rates shall be increased annually on each anniversary date (each June 1st) by an amount equal to 100% of the change in the Consumer Price Index, Midwest Urban – All Items ("CPI") as

promulgated by the United States Department of Labor, Bureau of Labor Statistics, or its successor agency. The period of measurement used for determining the change in the CPI shall be the previous May to May of the year in which the adjustment will take effect, or the closest year over year period available should the statistics for the month of May not be available.

4. **Fuel Surcharge:** Article 7 is amended so that the baseline fuel cost shall be \$3.50 per gallon for diesel fuel through May 31st, 2014. No Fuel Surcharge shall be charged to the City if the average price as published (as provided herein), is less than or equal to \$3.50 per gallon. A Fuel Surcharge in the amount of 0.5% for each \$0.10 increase in cost over the \$3.50 baseline fuel cost will be applied to the gross amount of the City's invoice each month.

5. **Bulk Pickup:** Article 11 is replaced as follows:

Contractor shall provide bulk pickup service one time per contract year at no additional cost to the City. The specific date of the pickup shall be mutually agreed upon by the Contractor and the City. The bulk pickup service shall consist of the collection of Solid Waste and Recyclables in quantities in excess of those otherwise limited to herein, except that collection services are always limited to Solid Waste that is accumulated in the normal and ordinary course, and does not pertain to excessive waste due to storm damage, tornados, natural disaster or other acts of God or the public enemy.

6. **Term:** Article 19 is amended to provide that the term of this Agreement shall be extended through May 31st, 2014.

Except as otherwise amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

Veolia ES Solid Waste Midwest, LLC

City of Princeton, WI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____
City Clerk

**MOTOR VEHICLE SALVAGE DEALER OR RECYCLER
TWO YEAR LICENSE APPLICATION**

MV2180 10/2006 Ch. 218 Wis. Stats.

Wisconsin Department of Transportation
Dealer Section
PO Box 7909
Madison, WI 53707-7909

Amending Current License Information

FOR OFFICE USE ONLY	
Issued	Expires

Legal Name Terrance James Duke		Area Code - Telephone Number 920-361-1349	Dealer License Number
Trade Name(s) or DBAs Duke's Recycling Center Princeton		Federal Employer Identification Number	
Business Address 124 N. Fulton St	Post Office Box Number	City Princeton	State WI
Mailing Address - If Different from Business Address N9259 32nd Dr. Berlin, WI		ZIP Code 54968	County where business located Green Lake
Business Entity <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership	<input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	If Corporation or LLC, Date Licensed in Wisconsin 54963	State of Incorporation or Organization <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township Name:

Address of Additional Salvage or Recycling Location in Same Municipality, which conforms with local zoning requirement

Name and Title of Owner, Partners, Association Members, Corporation Officers and Shareholders, LLC Managers and Members
Complete an Entity/Owner Statement (Form MV2844) for each individual listed.

Completely describe other business, if any, engaged in by your firm

Same location?

No Yes

SALES TAX SELLER PERMIT NUMBER

NO YES

- Was there a licensed dealer at this same location previously this year?
If yes, Name dealer _____
- Have you, as an individual and your above-named firm, been licensed as a dealer before?
If yes, Same location? No Yes
- Has your motor vehicle dealer license ever been denied, suspended or revoked?
If yes, When and what state? _____
- Are you licensed as a motor vehicle dealer at same location?
If yes, Give license number _____

You must submit 2 letters from the WI Dept. of Natural Resources: One confirming your coverage under a storm water permit and a second confirming your registration with the refrigerant recovery program or that you have certified through another refrigerant recovery compliance method.
Type 4 - Salvage does not need a storm water permit.

Complete ONE of the following (whichever applicable):

Is business real estate owned by: YES NO
 Owner of sole proprietorship If no,
 One partner of partnership send copy
 Corporate dealership of lease.
 LLC

Check one of the following statements, which properly explains the minimum type business facilities provided and the extent of this motor vehicle salvage or recycling operation at main location. If you listed above an additional salvage business address within the same municipality, also check type of facilities and operation for such additional location, below right.

Business Type

- Type 1. Facilities include business office on or adjacent to the salvage yard where motor vehicles are dismantled and/or stored.
- Type 2. Facilities are provided and salvage business is conducted strictly within building, in which business office is provided and motor vehicles are stored and dismantled; there is no adjacent salvage yard.
- Type 3. Facilities include business office on or adjacent to the scrap metal recycling operation (shredder, baler, etc.) where salvage motor vehicles and other scrap metal commodities are reduced in size for shipment to metal producing companies.
- Type 4. Facilities do not include a salvage yard, but only a business office for maintenance of required motor vehicle salvage records. Salvage motor vehicles are purchased from vehicle owners and transported directly to salvage yards or scrap metal recyclers. The vehicle(s) used for transporting salvage metals shall be parked and stored at the following location, which has been approved by local authorities:

Anticipated Date Business Facilities Will Be Ready

I, the undersigned, certify under penalty of s.946.32 or s.345.17 Wisconsin Statutes, that the answers and statements on this application are true and correct to the best of my knowledge.

Submit this application with completed Entity/Owner Statement, financial statement on form enclosed and \$150.00 two year license fee payable to: Registration Fee Trust.

See reverse side.

X

(Authorized Dealership Agent, Title)

(Date)

Terry Dukat 92-420-4848

**Following Applies To First-time Dealer Applicant Or Application For Amended License
Because of Business Relocation or Ownership Change**

Proper local officials must sign below, BEFORE submitting this application. All applicants complete section A.
If business is located in a township, complete both sections A and B.

Attention Zoning Authorities: See front of application for type of salvage operation being conducted.

Section A

Business Name / Location	Business Type			
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
1. Operation of the salvage business, type indicated above, at the location(s) stated above is in accordance with local zoning, building code and permit requirements.				
_____	X			_____
(Print Name)				(Signature)
_____				_____
(Official Title)				(Municipality)
2. S.175.25 Wisconsin Statutes, requires a permit be issued by (1) the common council or village board, if the salvage yard is located within the corporate limits of any city or village, OR (2) the town board, if the salvage yard is located within 2,000 feet outside the corporate limits of a city or village, or within 750 feet of the center line of any county trunk, state trunk or federal highway, or within 500 feet of the center line of any town road.				
Check one box and sign below:				
<input type="checkbox"/> A local permit or license is required and has been issued.				
<input type="checkbox"/> A local permit or license is not required.				
_____	X			_____
(Print Name)				(Signature)
_____				_____
(Official Title)				(Municipality)

Section B

Business Name / Location	Business Type			
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
County Zoning Approval - required only if business is located in a township.				
Operation of the salvage business, type indicated above, at the location(s) stated above is in accordance with local zoning regulation.				
_____	X			_____
(Print Name)				(Signature)
_____				_____
(Official Title)				(County)

If business address on front does not include a specific street number, furnish directions to your business location, including highway numbers or letters and distances.

Parcel in
Zone B-2
question



If you have any questions, or need help completing the forms, please call Dealer Section's Business Licensing Unit at (608) 266-1425.



Before Mailing Your Application

Check to be sure that:

- The application form is completely filled in, signed and dated.
- The financial statement is filled in, signed and dated (or you've enclosed an original surety bond).
- An Entity/Owners Statement is completed and enclosed for all business owners.
- A copy of your lease is enclosed if the business entity (sole proprietor, partner, corporation or LLC) doesn't own the business real estate.
- Your fee check is enclosed; payable to Registration Fee Trust.

Ready to Mail

Use the return envelope provided in your application packet.

Send:

- The application form
- An entity/owner statement for each individual with an ownership interest
- The financial statement (or original surety bond)
- Fee check payable to Registration Fee Trust

To:

Wisconsin Dept. of Transportation
Dealer Section, Room 806
P.O. Box 7909
Madison, WI 53707-7909



What Happens Next?

We will review your application for completeness and conduct any necessary background investigations. As soon as the information is complete, a field investigator will contact you to set up an inspection appointment.

* * Remember * *

A complete application packet means your license can be issued sooner. Your license will be delayed if we have to return something to you or contact you for more information.

INSTRUCTIONS

FOR COMPLETING YOUR MOTOR VEHICLE SALVAGE DEALER LICENSE APPLICATION

There are four types of motor vehicle salvage dealer licenses:

- **Type 1**—facilities include an office and yard, business involves dismantling vehicles and selling parts.
- **Type 2**—same as type 1, but all business is conducted within a building (no yard).
- **Type 3**—scrap metal recycling/shredding parts sales).
- **Type 4**—picks up salvage vehicles and delivers them to a shredder or licensed salvage dealer (also called "scavengers").

Here are all the forms you need to apply for a motor vehicle salvage dealer license. First, read this brochure carefully. Then follow these instructions to complete each form.

To qualify as a salvage dealer: (1) You must provide a *permanent business location* that meets the requirements for one of the types of salvage businesses listed on the application, and (2) You must file a financial statement which shows a net worth of at least \$5,000.

Your license will be issued as soon as all forms and fees are complete and our field investigator has conducted an on-site inspection of your business. We will contact you by letter or phone if we need more information to complete your application.

To get your license issued as soon as possible, make sure you complete *all* requested forms and include fees. Don't forget your phone number and mailing address — your license will be delayed if we can't reach you.

Your application packet contains:

- ✓ An application form.
- ✓ An entity/owner statement.
- ✓ Financial statement forms and instructions.
- ✓ A Buyer Identification (BID) card application.
- ✓ A return envelope.

- (4) Golf courses and clubs.
 - (5) Ski hills and trails.
 - (6) Yacht clubs and marinas.
 - (7) Recreation camps.
 - (8) Public and private campgrounds.
 - (9) Riding stables.
 - (10) Sewage disposal plants.
 - (11) Governmental, cultural and public buildings or uses.
 - (12) Utilities.
 - (13) Hunting and fishing clubs.
 - (14) Farm structures.
 - (15) Grazing.
 - (16) Residential and agricultural uses existing at the time of the creation of this District.
 - (17) Other uses consistent with the purpose of this District and approved by the City Plan Commission and Common Council.
- (d) **Area, Height and yard Requirements.**
- (1) **Lot.**
 - a. Area: Minimum one (1) acre.
 - b. Width: Minimum one hundred (100) feet.
 - c. Residential Dimensional Requirements: Single-family dwelling units shall comply with the R-1 standards. No other dimensional standards are applicable in the Conservancy District.
 - (2) **Building Height.** Maximum thirty-five (35) feet.
 - (3) **Other Structures Height.** Maximum one-half (1/2) the distance from the structures nearest lot line.
 - (4) **Yards.**
 - a. Street: Minimum twenty (20) feet.
 - b. Rear: Minimum twenty (20) feet.
 - c. Side: Minimum twenty (20) feet except structures used for the housing of shelters of animals must be one hundred (100) feet from lot lines.
 - (5) **Special Procedures.** Proceedings before the Board of Zoning Appeals that involve DNR-designated wetlands are found in NR 117, Wis. Adm. Code, and are acknowledged herein as governing City regulatory activities in the Conservancy District where NR 117 regulations are more restrictive than those in this Chapter.

Sec. 13-1-36 B-1 Central Business District.

- (a) **Purpose.** The B-1 District is intended to provide an area for the business, financial, professional, and commercial needs of the community, especially those which can be most suitably located in a compact, centrally located traditional business district. The B-1

District is intended to establish and preserve an intensive business district that serves as a retail, entertainment and service center. The Central Business District should be conducive to pedestrian movement in addition to accommodating vehicular traffic.

(b) **Permitted Uses.** The following uses of land are permitted in the B-1 District:

- (1) Paint, glass and wallpaper stores. [523]
- (2) Hardware stores. [525]
- (3) Department stores, variety stores, general merchandise stores. [53]
- (4) General grocery stores, supermarkets, fruit and vegetable stores, delicatessens, meat and fish stores and miscellaneous food stores. [54]
- (5) Candy, nut or confectionery stores. [544]
- (6) Dairy products stores, including ice cream stores. [545]
- (7) Retail bakeries, including those which produce some or all of the products sold on the premises, but not including establishments which manufacture bakery products primarily for sale through outlets located elsewhere or through home service delivery. [546]
- (8) Clothing and shoe stores. [56]
- (9) Furniture, home furnishings, floor covering and upholstery shops/stores. [57]
- (10) Restaurants, lunch rooms and other eating places, except drive-in type establishments. [5812]
- (11) Taverns, bars and other drinking places with permit by Common Council. [5813]
- (12) Drug stores and pharmacies. [591]
- (13) Liquor stores. [592]
- (14) Antique stores and secondhand stores. [593]
- (15) Sporting goods stores and bicycle shops. [5941]
- (16) Bookstores, not including adult books. [5942]
- (17) Stationery stores. [5943]
- (18) Jewelry and clock stores. [5944]
- (19) Camera and photographic supply stores. [5946]
- (20) Gift, novelty and souvenir shops. [5947]
- (21) Florist shops. [5992]
- (22) Tobacco and smokers' supplies stores. [5993]
- (23) News dealers and newsstands. [5994]
- (24) Wholesale merchandise establishments, only for retail items listed above; e.g., #19 would allow wholesale camera sales.
- (25) Banks and other financial institutions. [60-62]
- (26) Offices of insurance companies, agents, brokers and service representatives. [63-64]
- (27) Offices of real estate agents, brokers, managers and title companies. [65-67]
- (28) Miscellaneous business and professional offices.
- (29) Heating and plumbing supplies.
- (30) Retail laundry and dry cleaning outlets, including coin-operated laundries and dry cleaning establishments, commonly called laundromats and laundrettes. Tailor shops,

- dressmakers' shops, and garment repair shops, but not garment pressing establishments, hand laundries, or hat cleaning and blocking establishments. [721]
- (31) Photographic studios and commercial photography establishments. [722]
- (32) Barbershops, beauty shops and hairdressers. [723-4]
- (33) Shoe repair shops and shoe shine parlors. [725]
- (34) Trade and contractor's offices (office only).
- (35) Advertising agencies, consumer credit reporting, news agencies, employment agencies. [731-2, 735-6]
- (36) Duplicating, blueprinting, photocopying, addressing, mailing, mailing list and stenographic services; small print shops. [733]
- (37) Computer services. [737]
- (38) Commercial parking lots, parking garages, parking structures. [752]
- (39) Watch, clock and jewelry repair services. [763]
- (40) Motion picture theaters, not including drive-in theaters. [7832]
- (41) Miscellaneous retail stores. [5999]
- (42) Offices/clinics of physicians and surgeons, dentists and dental surgeons, osteopathic physicians, optometrists and chiropractors, but not veterinarian's offices. [801-4]
- (43) Law offices. [811]
- (44) The offices, meeting places, churches, and premises of professional membership associations; civic, social, and fraternal associations; business associations, labor unions and similar labor organizations; political organizations; religious organizations; charitable organizations; or other non-profit membership organizations. [86]
- (45) Engineering and architectural firms or consultants. [891-3]
- (46) Accounting, auditing and bookkeeping firms or services. [8721]
- (47) Professional, scientific, or educational firms, agencies, offices, or services, but not research laboratories or manufacturing operations. [899]
- (48) The offices of governmental agencies and post offices. [91-92, 431]
- (49) Public transportation passenger stations, taxicab company offices, taxicab stands, but not vehicle storage lots or garages. [411-14]
- (50) Telephone and telegraph offices. [481-2]
- (51) Residential units located on the second story of a commercial structure, provided proper living area, sanitary facilities and adequate means of ingress/egress exist.

2007-01 ** (c)

Conditional Uses. The following are permitted as conditional uses in the B-1 District; provided that no nuisance shall be afforded to the public through noise, the discharge of exhaust gases from motor-driven equipment, unpleasant odors, smoke, steam, harmful vapors, obnoxious materials, unsightly conditions, obstruction of passage on the public street or sidewalk, or other conditions generally regarded as nuisances; and provided that where operations necessary or incident to the proper performance of these services or occupations would tend to afford such nuisances, areas, facilities, barriers, or other devices

shall be provided in such a manner that the public is effectively protected from any and all such nuisances. These uses shall be subject to the consideration of the Common Council with regard to such matters.

- (1) Miscellaneous repair shops and related services. [769]
 - (2) Garment pressing establishments, hand laundries, hat cleaning and blocking shops and coin-operated dry cleaning establishments. [721]
 - (3) Establishments engaged in the publishing and printing of newspapers, periodicals or books. [2711]
 - (4) Residential units which are secondary to the principal use and located on the second story of a commercial structure, provided proper living area, sanitary facilities and adequate means of ingress/egress exist. [5191]
 - (5) Farm supplies, wholesale trade. [551-2, 556]
 - (6) Establishments engaged in the retail sale of automobiles, trailers, mobile homes, or campers. [553]
 - (7) Stores for the sale and installation of tires, batteries, mufflers or other automotive accessories. [5541]
 - (8) Gasoline service stations; provided, further, that all gasoline pumps, storage tanks and accessory equipment must be located at least thirty (30) feet from any existing or officially proposed street line. [703]
 - (9) Establishments engaged in the daily or extended-term rental or leasing of house trailers, mobile homes or campers. [751]
 - (10) Establishments engaged in daily or extended-term rental or leasing of passenger automobiles, limousines or trucks, without drivers, or of truck trailers or utility trailers. [754]
 - (11) Establishments for the washing, cleaning or polishing of automobiles, including self-service car washes. [70]
 - (12) Hotels, motor hotels, motels, tourist courts, tourist rooms, etc.
 - (13) Mini-shopping malls.
 - (14) Multi-family dwelling units.
 - (15) Light manufacturing or assembly.
- (Note: Drive-in facilities; wholesale, farm implement, building supply establishments; and similar uses are not permitted and are more appropriate to the B-3 District.)

(d) **Lot, Yard and Building Requirements.**

- (1) **Lot Frontage.** No minimum.
- (2) **Lot Area.** No minimum.
- (3) **Principal Building.**

- a. **Front Yard:** The required setback shall be determined by the setback of the majority of the existing buildings on the block.
- b. **Side Yard:** None.
- c. **Rear Yard:** Fifteen (15) feet shall be provided for the purpose of loading/unloading where the rear yard abuts a public or private street or alley. If there is no alley, there is no minimum rear setback.

- (4) **Building Height.** Maximum sixty (60) feet. .

Sec. 13-1-37 B-2 General Commercial District.

- (a) **Purpose.** The B-2 District is intended to provide additional locations for businesses which are similar to the permitted uses in the B-1 Central Business District but are more likely to rely on automobile access. The District is also established to ensure that such uses are grouped together for greater convenience to residents and to lessen the inefficiencies and costs of scattered development.
- (b) **Permitted Uses.** Uses permitted under B-1 Central Business District.
- (c) **Conditional Uses.**
- (1) Conditional uses permitted under B-1 Central Business District.
 - (2) Retail sales of building supplies.
- (d) **Lot, Yard and Building Requirements.**
- (1) **Lot Area.** Seven thousand two hundred (7,200) square feet.
 - (2) **Lot Width.** Sixty (60) feet.
 - (3) **Principal Building.**
 - a. Front Yard. The required setback shall be determined by the setback of the majority of the existing buildings on the block.
 - b. Side Yard. Eight (8) feet.
 - c. Rear Yard. Twenty-five (25) feet.
 - (4) **Lot Coverage.** No requirement provided setback requirements are met.
 - (5) **Building Height.** Three (3) stories or thirty-five (35) feet, whichever is less.

Sec. 13-1-38 B-3 Highway Commercial District.

- (a) **Purpose.** The purpose of the B-3 District is to encourage the growth and development of business activities and establishments which require highway frontage and exposure due to their automobile and vehicular orientations. The B-3 District is established to provide areas for general business opportunities, highway service businesses, and businesses requiring automobile access or large land areas which are not appropriate or feasible in the B-1 Central Business District and other commercial areas.
- (b) **Permitted Uses.** All uses within this District are conditional, requiring a public hearing and consideration of specific site factors and impacts on surrounding land uses. All conditional uses must be approved in accordance with the procedures established in Article E.
- (c) **Conditional Uses.** The following are specific conditional uses in this Chapter:
- (1) Amusement activities.
 - (2) Automobile and truck sales and services; non-salvage automotive parts stores.

- (2) **Building Height.** Maximum thirty-five (35) feet.
- (3) **Yards.**
 - a. Street: Minimum thirty-five (35) feet (may include parking); the required setback shall be determined by the setback of the majority of the existing buildings on the block where such buildings exist.
 - b. Rear: Minimum twenty (20) feet.
 - c. Side: Minimum fifteen (15) feet.
- (4) **Minimum Lot Coverage.** Fifty percent (50%).
- (e) **Screening Required.** Where the B-3 District boundary adjoins a residential district, a screen or buffer yard appropriate to the location shall be required, as determined by the Plan Commission.
- (f) **Access Reviews.** Access for new commercial usage onto state highways shall be reviewed and approved by the Department of Transportation District Office prior to the issuance of a zoning permit.

Sec. 13-1-39 I-1 Industrial District.

- (a) **Purpose.** The I-1 Industrial District is intended to provide an area for manufacturing, marketing, and industrial and agribusiness activities. It is also intended to provide an area for a variety of uses which require relatively large installations, facilities or land areas, or which would create or tend to create conditions of public or private nuisance, hazard, or other undesirable conditions, or which for these or other reasons may require special safeguards, equipment, processes, barriers, or other forms of protection, including spatial distance, in order to reduce, eliminate, or shield the public from such conditions.
- (b) **Permitted Uses.** No uses are permitted as a matter of right within the I-1 District. All uses within this District are conditional, requiring a public hearing and consideration of specific site factors and impacts on surrounding land uses. All conditional uses must be approved in accordance with the procedures established in Article E.
- (c) **Conditional Uses.** The following are examples of conditional uses within the I-1 District. Such use shall be subject to the consideration of the Common Council and Plan Commission with regard to such matters as the creation of nuisance conditions for the public or for the users of nearby areas, the creation of traffic hazards, the creation of health hazards, or other factors:
 - (1) Manufacturing establishments, usually described as factories, mills or plants, in which raw materials are transformed into finished products, and establishments engaged in assembling component parts of manufactured products. [20, 23-28, 30, 32-39]
 - (2) Other industrial or commercial activities which possess the special problem characteristics described above relating to the creation of hazards or nuisance conditions.

- (3) The outdoor storage of industrial products, machinery, equipment, or other materials, provided that such storage be enclosed by a suitable fence or other manner of screening. [50, 51]
- (4) Railroads, including rights-of-way, railroad yards, and structures normally incident to the operation of railroads, including station houses, platforms, and signal towers, but not including warehouses owned by companies other than railroad companies or road terminal companies.
- (5) Wholesale establishments and warehouses. [50-51]
- (6) Building construction contractors. [15-17]
- (7) Highway passenger and motor freight transportation. [41-42]
- (8) Light Industry and Service Uses.
 - a. Automotive body repair.
 - b. Automotive upholstery.
 - c. Cleaning, pressing, dyeing.
 - d. Commercial bakeries (retail or wholesale).
 - e. Commercial greenhouses (retail or wholesale).
 - f. Distributors.
 - g. Food locker plants.
 - h. Printing and publishing.
 - i. Trade and contractor's facilities.
 - j. Offices.
 - k. Painting services.
 - l. Retail sales and service facilities such as retail and surplus outlet stores, and restaurants and food service facilities when established in conjunction with a permitted manufacturing or processing facility.
 - m. Recreation vehicle, boat and miscellaneous storage.
- (9) Public Facilities and Uses.
 - a. Governmental, cultural and public buildings or uses, such as fire and police stations, community centers, libraries, public emergency shelters, parks, playgrounds and museums.
 - b. Schools and churches.
 - c. Airports, airstrips and landing fields.
- (10) Agriculture Related Industry and Service Uses.
 - a. Production of natural and processed cheese.
 - b. Production of shortening, table oils, margarine and other edible fats and oils.
 - c. Production of condensed and evaporated milk.
 - d. Wet milling of corn.
 - e. Drying and dehydrating fruits and vegetables.
 - f. Preparation of feeds for animal and fowl.
 - g. Creameries.

Article L: Administration

Sec. 13-1-150 General Administrative System.

This Chapter contemplates an administrative and enforcement officer entitled the "Zoning Administrator" to administer and enforce the same. Certain considerations, particularly with regard to granting of permitted conditional uses, planned unit development conditional uses, changes in zoning districts and zoning map, and amending the text of this Zoning Chapter require review and action by the Common Council. A Zoning Board of Appeals is provided to assure proper administration of the Chapter and to avoid arbitrariness.

Sec. 13-1-151 Zoning Administrator.

- (a) The Common Council shall designate a City official to serve as the Zoning Administrator and as the administrative enforcement officer for the provisions of this Chapter. The duty of the Zoning Administrator shall be to interpret and administer this Chapter and to issue, after on-site inspection, all permits required by this Chapter. The Zoning Administrator shall further:
- (1) Maintain records of all permits issued, inspections made, work approved and other official actions.
 - (2) Record the lowest floor elevations of all structures erected, moved, altered or improved in the floodland districts.
 - (3) Establish that all necessary permits that are required for floodland uses by state and federal law have been secured.
 - (4) Inspect all structures, lands and waters as often as necessary to assure compliance with this Chapter.
 - (5) Investigate all complaints made relating to the location of structures and the use of structures, lands and waters, give notice of all violations of this Chapter to the owner, resident, agent or occupant of the premises and report uncorrected violations to the City Attorney in a manner specified by him.
 - (6) Prohibit the use or erection of any structure, land or water until he has inspected and approved such use or erection.
 - (7) Request assistance and cooperation from the Zoning Administrator, Building Inspector and City Attorney as deemed necessary.
- (b) Due to the size of the City of Princeton it may not be feasible to find a suitable person willing to take on the responsibility of being Zoning Administrator on a part-time basis. It is therefore provided that the function of the Zoning Administrator can be delegated to a committee of the Council or a single member of the Council or the Mayor. An officer other than a Council member or another employee of the City may also be designated to handle the duties of Zoning Administrator on part-time basis in addition to the other duties

performed by such person. In the absence of a different appointment being made, the City Clerk shall serve as the Zoning Administrator.

Sec. 13-1-152 Role of Specific City Officials in Zoning Administration.

- (a) **Common Council.** The Common Council, the governing body of the City, subject to the holding of public hearings by said Council, has ultimate authority to grant permitted conditional uses, planned unit development conditional uses, make changes and amendments in zoning districts, the zoning map and supplementary floodland zoning map and to amend the text of this Chapter.
- (b) **Zoning Board of Appeals.** A Zoning Board of Appeals is established to provide an appeal procedure for persons who deem themselves aggrieved by decisions of administrative officers in enforcement of this Chapter. See Article N of this Chapter for detail provisions.

Sec. 13-1-153 Zoning Permit.

- (a) **Zoning Permit Required.** No new structure, new use of land, water or air or change in the use of land, water or air shall hereafter be permitted and no structure or part thereof shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted or structurally altered without a zoning permit. The zoning permit may be issued as part of issuance of a building permit; there shall be a charge for only one (1) permit under such circumstances.
- (b) **Application.** Applications for a zoning permit shall be made to the Zoning Administrator and shall include the following where pertinent and necessary for proper review:
 - (1) Names and addresses of the applicant, owner of the site, architect, professional engineer and contractor.
 - (2) Description of the subject site by lot, block and recorded subdivision or by metes and bounds; address of the subject site; type of structure; existing and proposed operation or use of the structure or site; number of employees; and the zoning district within which the subject site lies.
 - (3) Plat of survey prepared by a land surveyor registered in the State of Wisconsin or other map drawn to scale and showing such of the following as may be required by the Zoning Administrator: the location, boundaries, dimensions, uses, and size of the following: subject site; existing and proposed structures; existing and proposed easements, streets and other public ways; public utilities; off-street parking, loading areas and driveways; existing highway access restrictions; high water; channel, floodway and floodplain boundaries; and existing and proposed street, side and rear yards.

- (4) Fee receipt from the City Treasurer in an amount as prescribed in Section 1-3-1 per application to cover the cost of notices and processing.
 - (5) Additional information as may be required by the Zoning Administrator or Common Council.
- (c) **Action.**
- (1) A zoning permit shall be granted or denied in writing by the Zoning Administrator within thirty (30) days of application and the applicant shall post such permit in a conspicuous place at the site.
 - (2) The permit shall expire within six (6) months unless substantial work has commenced or within eighteen (18) months after the issuance of the permit if the structure for which a permit is issued is not substantially completed, in which case of expiration, the application shall reapply for a zoning permit before commencing work on the structure.
 - (3) Any permit issued in conflict with the provisions of this Chapter shall be null and void.

Sec. 13-1-154 Violations and Penalties.

- (a) **Violations.** It shall be unlawful to use or improve any structure or land, or to use water or air in violation of any of the provisions of this Chapter. In case of any violation, the Common Council, the Zoning Administrator or any property owner who would be specifically damaged by such violation may cause appropriate action or proceeding to be instituted to enjoin a violation of this Chapter or cause a structure to be vacated or removed.
- (b) **Remedial Action.** Whenever an order of the Zoning Administrator has not been complied with within thirty (30) days after written notice has been mailed to the owner, resident agent or occupant of the premises, the Common Council, the Zoning Administrator or the City Attorney may institute appropriate legal action or proceedings.
- (c) **Penalties.** Any person, firm or corporation who fails to comply with the provisions of this Chapter or any order of the Zoning Administrator issued in accordance with this Chapter or resists enforcement shall, upon conviction thereof, be subject to a forfeiture and such additional penalties as provided for in Section 1-1-7 of this Code of Ordinances.

Sec. 13-1-155 through Sec. 13-1-159 Reserved for Future Use.