

**CITY OF PRINCETON
CITY COUNCIL MEETING
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, APRIL 24, 2018 – 6:00 p.m.**

1. **CALL TO ORDER AND ROLL CALL.**
2. **PLEDGE OF ALLEGIANCE.**
3. **APPROVAL OF AGENDA**
4. **APPEARANCES FROM THE PUBLIC (3 minute limit)**
5. **MAYOR'S REPORT**
6. **ADMINISTRATORS REPORT**
 - A. City Administrators Report – Current and upcoming activities
 - B. Budget Comparison
7. **CONSENT CALENDAR**
 - A. **Minutes for Approval**
 - 1) March 27, 2018 City Council meeting and April 17, 2018 Reorganizational Meeting
 - B. **Liquor License Transfer through period ending 6/30/2018**
 - 1) Class “B” Intoxicating Liquor and Class “B” Malt Beverage
Horseradish Kitchen & Market LLC operating as Horseradish Kitchen & Market, L.
Matthew Trotter (Agent), for property at 505-509 W Water Street, Princeton effective
May 1, 2018
 - 2) **Temporary Class “B” Special Event License**
Princeton Area Community Fund, 4th of July Celebration in City Park for June 30,
2018.
8. **OFFICER REPORTS**
 - A. Public Works Department Report – Recent and upcoming activities
 1. Latest snow event & removal
 - B. Police Department Report – Recent and upcoming activities
 - C. Library Report – Recent and upcoming activities (verbal)
 - D. Building Inspection Report (attached)
 - E. Zoning Administrator Report (attached)
 - F. Community Development Authority (attached)
9. **COMMUNICATIONS**
10. **OLD BUSINESS**
11. **NEW BUSINESS**
 - A. **W. Water Street Reconstruction Project**
RECOMMENDATION: Review information and award bid and authorization of Mayor and Clerk
to sign documents relating to street contract
 - B. **Land Lease Renewal – Charter Communications**
RECOMMENDATION: Renew land lease for a five year term 10-1-2018 – 9-30-2023 for parcel of
city owned land on Cty Trk T which houses Charter Cable & Telecommunications equipment.
Approve lease renewal as presented.
 - C. **Hiestand Park – Boat Dock**
RECOMMENDATION: Update on Hiestand Park, discussion and action on installation of a
floating boat dock in the park (vs. the stationary pier we presently have) along with funding
update.

12. MEETING SCHEDULE

A. Regular City Council Meeting May 22, 2018 6:00 p.m.

13. CLOSED SESSION

A. Pursuant to Wisconsin Statutes Section 19.85 (1)(g) Conferring with legal counsel for the government 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. (Zoning Ordinance Violations property at 900 Sunnyview)

14. RECOVENE INTO OPEN SESSION and take formal action on any item from Closed Session discussions as appropriate.

15. 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. **The City now offers digital audio recording equipment for records purposes. If you have any questions please contact the City Clerk.**

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CITY OF PRINCETON

531 S Fulton Street · Princeton, Wisconsin 54968
920-295-6612 · Fax: 920-295-3441

An equal opportunity/affirmative action employer

Mayor
Charlie Wielgosh

City Alderpersons

Dave Bednarek
Mary Ernest
Patti Garro
Dan Kallas
Jasper Kallenbach
Lara Roehl

City Administrator
Mary Lou Neubauer

COUNCIL REPORT

To: City Mayor, Common Council
From: Mary Lou Neubauer, City Administrator/Clerk/Treasurer
Date: April 24, 2018
RE: Activity Report

Following you will find an overview of some of the areas I have been working on since my last Council report of March 27, 2018

- *Spring election and reporting was completed – next election will be an August 14 Primary
- *Audit was finalized with end of year adjusting entries completed. Audit presented 5/22
- *Working on Code Compliance issues
- *Library expansion grant worksheet for USDA
- *County Quarterly report for Sr. Transportation program
- *Water Street - Quarterly reports completed, spoke with property owners regarding use of the CDBG funding for water lateral replacement
- *Continued providing notification to owners on the recent ordinances adopted
- *Working on inclusion of Fee Schedule in the Municipal Code – once put together, this will annually be adopted by Council
- *CDA Historic Plaque project – 5 new plaques planned for 2018
- *Hiestand Park projects and funding

UPCOMING

April 23 – 3:30	Library Building Committee meeting
April 24 – 6:00	Council
April 25 – 8:00-10:00	Blood Born Pathogens Training (Randolph)
April 25 – 1:00-3:00	County Emergency Management Damage Assessment recertification *Course ensures in case of an emergency the city has done due diligence to keep on top of certifications to received disaster funding
April 26	Treasurer Annual Conference, Kohler - Best Borrowing Practices (GO Notes/Revenue Bonds) & Financial End of Year Activity
April 27 morning	Arbor Day in Park is weather allows
May (TBD)	Lakeside Municipal Court annual meeting in FDL
May 1 – 4:00	CDA meeting at Warnke Building (Visitors Center)
May 2 – 10:00-noon	Open Book
May 7 – 6:00	Library Board
May 14	City Bulk Pick-up and Electronic Recycling (12-4)
May 15 – 1-3 p.m.	Board of Review
May 17	League Insurance Mtg, WI Dells-Safety, Loss Prevention & Disasters

CITY OF PRINCETON
CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – 431 W. MAIN STREET
TUESDAY, MARCH 27, 2018 – 6:00 p.m.

1. **CALL TO ORDER AND ROLL CALL.** Mayor Wielgosh called the meeting to order at 6:00 PM. In attendance were Alderpersons Kallenbach, Ernest, Bednarek, Garro, and Kallas, Administrator Neubauer, Mayor Wielgosh, and Attorney Sondalle. Absent was Alderperson Roehl.
2. **PLEDGE OF ALLEGIANCE.** The Pledge of Allegiance was recited.
3. **APPROVAL OF AGENDA** Bednarek motioned to Approve the Agenda, seconded by Garro. Carried 5-0.
4. **APPEARANCES FROM THE PUBLIC (3 minute limit)** Nothing at this time.
5. **MAYOR'S REPORT** Mayor Wielgosh stated he had nothing to report and that "No News Was Good News".
6. **ADMINISTRATORS REPORT**
 - A. **City Administrators Report – Current and upcoming activities** Administrator Neubauer stated there will be an Election on 4/3/2018, The 2017 Audit will be presented at the April Council Meeting, and there is going to be an indoor Flea Market in part of the former Stock Lumber Building on weekends and there will be a port-o-pottie there for the season.
 1. **Water Street Project Update** The private water laterals were televised on Water Street and the results given to the homeowners, with the hope all homeowners would have their laterals replaced, there is some funding for low income residents on Water Street to have their laterals replaced. The project will be on the April Council Agenda for approval to be sent out for bid. The Water Street Project is expected to be completed by September or October.
 2. **Update on Golf Cart Ordinance & Registration process** The Golf Cart Ordinance was approved last month and there are application forms at City Hall.
 - B. **Budget Comparison** It is early in the year and the numbers on close to last year and revenues are consistent.
7. **CONSENT CALENDAR**
 - A. **Minutes for Approval**
 - 1) **February 27, 2018 City Council meeting** Kallas motioned to approve the 2/27/2018 Council Meeting Minutes, seconded by Bednarek. Carried 5-0.
 - B. **Operators Licenses for Approval**
 - 1) **Sebana M. Angle (new)** Garro motioned to approve the Operator's License for Sebana M Angle, pending no bills are owed to the City of Princeton/Princeton Utilities, seconded by Ernest. Carried 5-0.
 - C. **Liquor License Transfer through period ending 6/30/2018**
 - 1) **Class "A" Intoxicating Liquor and Class "A" Malt Beverage** Detjen Enterprises Inc., Piggly Wiggly Supermarket #305, Alan Detjen (Agent) for property at 101 E. Main Street, Princeton effective April 22, 2018 Garro motioned to approve the Liquor License Transfer through 6/30/2018, for the Class "A" Intoxicating Liquor and Class "A" Malt Beverage to Detjen Enterprises Inc, Piggly Wiggly Supermarket #305, Alan Detjen (Agent) for 101 E Main Street, Princeton, effective 4/22/2018. seconded by Bednarek. Carried 5-0.
 - D. **Temporary Class "B" Picnic License,**
 - 1) **PACF for June 30, 2018 for City Park Independence Day Celebration** No action was taken, the application was not returned to City Hall.
8. **OFFICER REPORTS**
 - A. **Public Works Department Report – Recent and upcoming activities** A report was in the Council Packets.
 - B. **Police Department Report – Recent and upcoming activities** Nothing at this time.

C. **Library Report – Recent and upcoming activities (verbal)** Director Sommersmith gave a report to the Council of recent and upcoming activities.

D. **Building Inspection Report (attached)** A report was in the Council Packets.

E. **Zoning Administrator Report** No change from last month's activities, hopefully a revised report will be presented in April as it is presently being updated by the PD.

F. **Community Development Authority (attached)** More Historic Plaques will be put up in Spring and, the group will be doing a Flea Market Food Booth, and the group wants to be a sponsor of the 2023 Celebration for Princeton's 175th Anniversary.

9. **COMMUNICATIONS** Alderperson Garro inquired about a painted curb and no parking signs by the ramp by Martha's, 404 W Water Street, so the Ambulance can park and pick up patients. Cheryle Nickel stated there will be Cemetery Clean-up Day on April 12th, rain date is April 30th. Dog Licenses are due by the end of March.

10. **OLD BUSINESS** Nothing at this time.

11. **NEW BUSINESS**

A. **Presentation by Joan Ballweg, 41st State Assembly Representation**

RECOMMENDATION: Listen to presentation, questions and answers as appropriate. Representative Joan Ballweg gave a presentation.

B. **Presentation by Bob Schweder on the Public Library Expansion project**

RECOMMENDATION: Listen to presentation, questions and answers, authorization to apply for a USDA grant for the project, action as appropriate. Bob Schweder gave an update on the library expansion. Kallenbach motioned to have the City Administrator apply for the USDA Grant for the Library, seconded by Bednarek. Carried 5-0.

C. **Appointment of City Council Representation to Library Building Committee**

RECOMMENDATION: Action on appointment to the Library Board Building Committee Garro motioned to appoint Mayor Wielgosh as the Council Representative to the Library Building Committee, seconded by Ernest. Carried 5-0.

D. **Proclamation designating April as Fair Housing Month**

RECOMMENDATION: Acknowledge and accept the Proclamation as presented. Kallenbach motioned to approve and accept the Proclamation Designating April as Fair Housing Month, seconded by Garro. Carried 5-0.

E. **Property and Liability Insurance for 2018-2019.**

RECOMMENDATION: Review proposals submitted for renewal of property insurance effective 4/1/2018, discussion and action as appropriate on renewal. Ernest motioned to approve the Property and Liability Insurance for 2018-2019, for Baer Agency, Wisconsin League of Municipalities, seconded by Kallenbach. Carried 5-0.

F. **Fire Department Bill for Mechanical Improvements relating to Washer/Dryer Installation**

RECOMMENDATION: Discussion and action on request for payment from Fire Association Al Weckwerth, President of the Fire Association was present to ask the Council to pay for the bill from Pulvermacher Enterprises Inc., for the installation of the donated washer and dryer. The Fire Association stated it was a City owned building so the City should pay the bill. There were no estimates and the project was not sent out to bid. Weckwerth stated the Fire District meets quarterly and if the bill is not paid interest will accrue and that he was told to bring the bill to the City of Princeton since the City owns the building. Alderperson Garro stated no one asked permission before the work was done, no estimates were given, the project was not sent out to bid, this was not the first time this has happened, and they to expect the City to pay the bill. Alderpersons Ernest and Kallenbach stated they agreed with Alderperson Garro. Weckwerth stated that if the District pays the bill, if there is ever a new station, the equipment and materials will go with the building Kallenbach motioned to deny paying the bill to Pulvermacher Enterprises Inc for the installation of the washer and dryer, seconded by Bednarek. Carried 5-0.

G. **Design Team Project Overview**

RECOMMENDATION: Presentation to Council on implementation of some of the projects included in the Design Team Report: Biking and Trails; Kayak Launch and use of the River;

Downtown-Warnke building; Triangle Parking Lot; Street Art – Medallions Kallenbach motioned to approve the project concept, seconded by Garro. Carried 5-0.

12. MEETING SCHEDULE

April 17, 2018 (Organizational Meeting) and April 24, 2018 Regular City Council meeting - 6:00 p.m. The next meeting will be 4/17/2018-Reorganizational Meeting and then on 4/24/2018 will be the Council Meeting, both meetings will start at 6:00 PM

13. CLOSED SESSION

A. Pursuant to Wisconsin Statutes Section 19.85 (1)(g) Conferring with legal counsel for the government 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. (Ordinance Violations property at 517-519 W Water Street) Garro motioned to go into Closed Session pursuant to WI State Statutes 19.85 (1)(g): Conferring with legal counsel for the government 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. (Ordinance Violations property at 517-519 W Water Street), seconded by Kallenbach. Carried 5-0.

14. RECOVENE INTO OPEN SESSION and take formal action on any item from Closed Session discussions as appropriate. Kallas made the motion to go into open session, 2nd by Garro Motion carried on a roll call vote of 5 Ayes 0 Nays 1 Absent. Motion carried. Kallas then motioned to proceed with filing a public nuisance claim in circuit court for the property at 517-519 W Water Street, 2nd by Garro. Roll call vote was taken with 5 Ayes 0 Nays 1 Absent Motion carried.

15. ADJOURN Meeting was then adjourned on a motion at 8:15 p.m. by Kallas, 2nd by Kallenbach. Carried 5-0

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ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 1 20 18
 ending June 30 20 18

TO THE GOVERNING BODY of the: Town of
 Village of
 City of } PRINCETON

County of GREEN LAKE Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):

HORSEMANSHIP KITCHEN + MARKET LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>L. MATTHEW TROTTER</u>	<u>521 W. WATER ST. PRINCETON WI 54908</u>	
Directors/Managers	<u>ALEX PEARSON</u>	<u>521 W. WATER ST. PRINCETON WI 54908</u>	

3. Trade Name HORSEMANSHIP KITCHEN + MARKET Business Phone Number 920-980-2572
 4. Address of Premises 505 W. WATER ST. Post Office & Zip Code PRINCETON 54908

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 7/18 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) ENTIRE PROPERTY OF 505/507/509 + DECK

10. Legal description (omit if street address is given above):
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? WHITTEMORE + CO LLC
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 18th day of April, 20 18

[Signature]
 (Clerk/Notary Public)

My commission expires 7-24-2020

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 4-18-18

Town Village City of Princeton

County of Green Lake

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6-30-18 and ending 6-30-18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

2pm → 12 midnight

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Princeton Area Community Fund

(b) Address PO Box 70, Princeton
(Street) Town Village City

(c) Date organized 2005

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
President Roger V Swanson
Vice President _____
Secretary Carol A Siddall
Treasurer Robert Messel

(g) Name and address of manager or person in charge of affair: Roger V Swanson
15431 St Rd 73, Princeton 920-948-3668

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Princeton City Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event 4th of July celebration

(b) Dates of event 6-30-18

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Roger V Swanson 4-18-18
(Signature/date)

Princeton Area Community Fund
(Name of Organization)
Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 4/18/2018

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Public Works Report April 2018

Lead Service inspection done only about 120 properties left. Those with Lead services will then be contacted about replacement through the WDNR Grant

Unexpected snowfall

Cemetery clean-up day was April 12

All the trees are down on Water Street

Arbor Day with the School kids, City Park, on Friday April 27th at 9:00 – Council Members are welcome to attend

Spring bulk pick-up will be Monday, May 14

Electronic Recycling Event May 14 12:00 noon – 4:00 p.m. City Garage

April 25th all day Annual Safety Training for DPW employees in Randolph

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COUNCIL REPORT

To: City Mayor, Common Council
From: Mary Lou Neubauer, City Administrator/Clerk/Treasurer
Date: April 24, 2018
RE: Large snow event

To say the least, this last snow event was a hard snowfall for everyone. The DPW went out several times to keep ahead of the snow and kept our streets passable for our residents. Most of the streets were down to the clear pavement by end of day Monday. We did receive a call regarding the roughness of Farmer Street on Monday. This street was the exception because throughout the storm it was traveled on more and an ice base was created. It took time for the salt to work through the ice and Farmer Street was cleared on Tuesday. There will always be areas where people have concern, but all in all the snow event was handled efficiently and productively. I would like to point out in comparison, I was in two other cities larger than Princeton Monday night and their handling of the snow was not even close to how clean our city was.

As part of the clean-up the DPW was hauling some of the snow away from the Farmer Street parking lot. This is being done for a three-fold reason – vision clearance for vehicles, keeping salt away from the newly planted Christmas tree (there was lots of salt in the snow that was plowed and dumped there), and to deter kids from sliding down the piles of snow. The safety factor is the primary reason the snow is hauled as the kids don't watch when they play on these piles and can be in the traffic path very quickly.

DATE	PERMIT #	OWNER	ADDRESS	PROJECT	CONTRACTOR	FEE	COMPLETED	CLOSED OUT
1/5/2018	1-18-1B	Princeton School	604 Old Green Lake Rd	HVAC Replacement	J & H Controls	\$100.00		
2/20/2018	2-18-2B	Jason Brantner	110 S. Fulton Street	Windows	Zrinsky Const	\$50.00		
2/22/2018	3-18-3B	Cody Otto	227 S Howard	Siding, windows, S&F	OK Builders	\$50.00		
3/5/2018	4-18-3B	Owen Purvis	309 E South St	Shed	self	\$50.00		
3/2/2018	5-18-3Z	Tony Kuka	224 S Fulton Street	Fense	self	\$25.00		
3/9/2018	6-18-3B	John Marfilus	329 Canal Street	Electrical	Grasse Electric	\$50.00		
3/9/2018	7-18-3B	Ron Gurke	413 S Second St	Roof	Dutchboy Handy	n/c		
3/13/2018	8-18-3B	Eric Koehn	128 Harvard Street	Roof	Self	n/c		
3/14/2018	9-18-3B	Ryan Jingst	307 Tassler St	Complete renovation	self	\$300.00		
4/13/2018	10-18-4B	James Winchell	523 S Howard St	Roof-siding-windows		\$50.00		
4/13/2018	11-18-4B	Brad Phelps	135 N Farmer St	Plumbing work	Watters Plbg	\$50.00		
4/16/2018	12-18-4B	Jerry Brown	713 S Farmer St	Storage Shed	Self	\$75.00		

8/10/2017

Letter Sent = homeowner was notified of new inspector and need to contact JB for inspections

E-Mail Date	Address	Name	Notice mailed to	Violation noted	Officer	Letter Sent
5/31/2017	210 N. Farmer St	William Gutche	same	vehicle	Downs	6/1/2017
5/31/2017	400 N Farmer	Robert Stohowiak	same	vehicle	Downs	6/1/2017
5/31/2017	401 N Clinton	John Kallie	same	vehicle	Downs	6/1/2017
5/31/2017	514 N Clinton	Carrie Sowjia	same	vehicle	Downs	6/1/2017
6/2/2017	471 N Fulton	Stacy Kline	same	vehicle (2)	Bargenquast	6/2/2017
6/2/2017	413 N Fulton	Melissa Wielgosh	445 Canal Street	vehicle	Bargenquast	6/2/2017
6/2/2017	335 N Fulton	Edward Ballwanz	same	vehicle(s) & debris	Bargenquast	6/2/2017
6/2/2017	458A N Fulton	Peter Carpenter	same	vehicle & debris	Bargenquast	6/2/2017
6/2/2017	540 N Fulton	Kenneth Longsine	same	vehicle/snowmobile	Bargenquast	6/2/2017
6/2/2017	225 N Fulton	Kelly Fox	same	debris	Bargenquast	6/2/2017
6/2/2017	302 S Fulton	Ashley Sullivan/ANIS Sully Trust	same	debris	Bargenquast	6/2/2017
6/2/2017	128 S Fulton	Rob Schlichter	same	vehicles (2)	Bargenquast	6/2/2017
6/2/2017	126 E Water St	Val Vliwoc	N 7698 Radio Road	vehicle	Bargenquast	6/2/2017
6/2/2017	131 E Water St	Jasper Kallenbach	P O Box 466	vehicle(s)/junk/wood	Bargenquast	6/2/2017
6/6/2017	616 S Howard	Roger Steinike	same	vehicle	Wendt	6/8/2017
6/6/2017	523 S Clinton	Jason Hlavacek	same	vehicle/mower/debris	Wendt	6/8/2017
6/6/2017	503 S Clinton	Greg King	same	vehicle (2)	Wendt	6/8/2017
6/6/2017	502 S Farmer	Nicole Kopins	same	vehicle	Wendt	6/8/2017
6/7/2017	205 W Water St	Jarice Buckley	same	vehicles (2)	Downs	6/8/2017
6/7/2017	629 S Clinton St	Gary Seett Van Norman	390 Arlington Ave	camper, porch junk	Downs	6/8/2017
6/7/2017	601 S Clinton St	On hold - remodeling in home	Ford du Lac 54935	mattresses on porch	Downs	
6/8/2017	502 S Farmer	Wanda Jessen	P O Box 344	vehicle	Wendt	6/12/2017
6/13/2017	329 S Clinton	Edmund Swisher	same	TV/monitor/trash in ROW	Neubauer	6/13/2017
6/9/2017	444 W Water St	American House	123 S Pearl St	Bulk trash by dumpster	Neubauer	6/7 & 6/9/17
6/26/2017	302 Tassler St	ONGOING WITH MANY ISSUES	Berlin WI 54923	Building issues	Neubauer	6/26/2017
6/26/2017	517-519 W Water	Larry Smeling	336 Scott St/Ripon	Building issues	Neubauer	6/26/2017
	439 W Water St	Seett Seltner	439 W Water St	Building issues	Neubauer	Court 7/12
	441 W Water St	Dan Fremark	verbal	Backyard furniture	Neubauer	
	514 W Water	Kallenstaed	P O Box 396	Sheet glass broken	Neubauer	
	313 Dodge Street	David Beadl / Roger Porter	313 Dodge St	Items by Roadway	Neubauer	8/28/2017
	317 S Farmer St	Michael Rooker	Sunland CA	Deteriorating Building	Neubauer	8/30&9/15
	224 S Fulton St	Russell Shurpitt	W650 Rover Rd	Items by Roadway	Neubauer	9/20/2017
	225 N Fulton St	Kelly Fox/ Barb Bobzein	225 N Fulton & owner	Need for Building Permit	Neubauer	9/21/2017
	N5999 Canal St	Sidney Stamper	N 5999 Canal St	Smoke/odor from burning	Neubauer	9/21/2017
	439 N Fulton St	Tuinstra/Abhold	verbal	odor from dumping	Neubauer	9/12/2017

Green -
Campbell

Orange -
Gurt

White -
Ongong

Response

6/6/2017	obtained information about a fence - no mention of vehicles-
COURT 10/11/2017	
COURT 12/13/2017	
6/5/2017	- came in - some of debris may be neighbors due to lot layout COURT 12/13/2017
6/5/2017	Kart called 920 481 0146 vehicles being removed; 6/7 Kart said they complied; 6/7 Wendt did re check; 6/8 Owner requesting written confirmation they complied LET MAF KNOW
6/7/2017	Val called 920 748 5555 being licensed today
6/5/2017	Jasper called 2 vehicles removed by end of week/timbers will be gone
6/13/2017	Owner came in and will have it moved Monday 6/19/2017
COURT 10/11/2017	
6/12/2017	King came in and said both vehicles are operable and are both registered-
6/12/2017	Notification sent to wrong person - VOID this one - see below
8/17	If violations continue, discussion by staff required prior to proceeding
6/13/2017	Stuff on property is the renters and he has court order for 30 days for renter to get items. Will be cleaned up by 6/30/17 ITEMS GONE
6/12/2017	Matresses removed OWNER COMPLETED WITH
6/13/2017	Owner was notified COMPLETED WITH
Property owner did not comply - TICKET HIM 8/17	September 21, 2017 items gone
Porch has new supports on it which have been recently installed. I will watch this - do nothing at this time	
Property owner did not comply - TICKET HIM 7/21	Court January 2018 - Circuit Court April 2018
Inspection on 7/21	Scott has complied Dan/Brad will recheck prior to Court on 8/9 and dismiss if condition remains as is
8/15	items are gone
8/15	items are gone
9/20	items are gone
2	notification letters sent, 10/17/17 neighbors have indicated there have been activity on property but no notification has been made to city hall - 1/18 trying to put a devp pkg together
The owner contacted a Contractor (Glen Schultz) in 2/2018 that he will be doing building tuck pointing; 4/10 Rooker met on site with contractor-repair contract in place	Work will begin in May, some trees will be removed - contractor keeping in contact with DPW on project progress
Tenant applied for a building permit 11/16 - has compliance issues regarding need for a variance - no contact from 11/17/2017 letter to tenant and owner;	
4/2018	owner and tenant completing a request for variance.
Owner is in township and law enforcement has been on property and said there is no violation	
9/13	said they would clean up

10/12/2017	108 Dover St	Gordon Goretzke	108 Dover Street	Interior trash	Bargenquest	10/12/2017
	627 W. Water St	Cheryl-Alexander	627 W. Water St	Board of Appeals variance	Neubauer	11/9/2017

County Health Nurse Inspector tagged the property for no occupancy until cleaned up. Building Inspector cleared the property on 10/30/2017
Meeting on compliance 11/20 Indicated building is occupied by Derek Kavanaugh and his business Fox River Aerial Photography

10/19/2015	307 Tassler	Ann Macee	307 Tassler	Building Code-	Neubauer	10/19/2015
10/27/2017	415 S Farmer St	Stanwich Mortgage				NONE
10/27/2017	432 S Farmer	Lynn Thompson/Todd Colburn	432 S Farmer St	Vehicle	Downs	11/1/2017
10/27/2017	346 S Farmer	Shawn Burke	346 S Farmer St	Campers	Downs	11/1/2017
10/27/2017	128 W Water St	Terese Pace	128 W Water Street	Vehicle	Downs	11/1/2017
10/27/2017	213 Short Street	Bruce Dreger	213 Short Street	Junk/debris	Downs	11/1/2017
10/31/2017	122 W Main St	Geraldine Reyes	122 W Main St	Campers	Downs	11/1/2017
10/31/2017	324 W Main St	Barbara Vernon	1714 S Crosby Ave- Janesville WI 53546	Debris/Trees	Downs	11/1/2017
	324 W Main St	Tenant	324 W Main St			
10/31/2017	211 W Main St	Robert Edgerton	211 W Main St	Truck/Porch	Downs	11/1/2017
10/31/2017	205 W Main St	Jason Jakubowski	205 W Main St	Vehicle	Downs	11/1/2017
10/31/2017	117 First St	Ricky Reyes/Gale Hylstek	P O Box 163	Debris	Downs	11/1/2017
10/31/2017	240 River Rd	Jamie Corrigan	240 River Road	Debris-	Downs	11/1/2017
10/31/2017	373 River Rd	Richard Tidyman	373 River Road	Camper	Downs	11/1/2017
10/31/2017	400 River Rd	Bruce Dreymler	108 W Brown St Waupun 53963	Camper	Downs	11/1/2017
11/9/2017	1104 W Main St	William Marshall	NONE	vehicle	Downs	NONE
11/9/2017	220 S. Second St.	Kelly Southworth	220 S. Second St	camper	Downs	11/16/2017
11/9/2017	428 Canal St	Mary Dabb	428 Canal St	car	Downs	11/16/2017
11/9/2017	1016 Harris St	Kelly Naparala	1016 Harris St	car	Downs	11/16/2017
11/9/2017	261 Canal St	Scott Olds	261 Canal St	Construction stuff/debris	Downs	11/16/2017
11/15/2017	1002 W Main St	Dave Bednarek	1016 Wilson St	Vehicles	Wendt	11/16/2017
11/15/2017	329 Canal St	David Marfilus	329 Canal St	Vehicle	Wendt	11/16/2017
11/15/2017	244 Canal St	Allen Zalesky	244 Canal St	Boat	Wendt	11/16/2017
10/31/2017	240 River Rd	Richard Labumbarb III	240 River Road	Debris, wood, etc	Wendt	11/16/2017
11/20/2017	257 First St	Allen Boesad	122 1st Street	Vehicle	Bargenquest	11/21/2017
11/20/2017	1114 W. Main St	John Seidling	1114 W. Main St	Vehicles	Bargenquest	11/21/2017
11/20/2017	320 South St	Robert O'Claire	320 South St	Vehicle	Bargenquest	11/21/2017
11/20/2017	333 N Clinton St	Mitchell Rowley	333 N Clinton St	Vehicles	Bargenquest	11/21/2017
11/20/2017	320 N Clinton St	Crystal Gutche	320 N Clinton St	Vehicles	Bargenquest	11/21/2017
11/20/2017	200 N Howard St	Glenn Rietelmann	200 N Howard St	Boats	Bargenquest	11/21/2017
11/20/2017	223 N Howard St	Walter Belfeuil	223 N Howard St	Boat	Bargenquest	11/21/2017
12/6/2017	223 Short Street	Shawen Properties	POBox 167 Westfield	Building Code	Neubauer	12/6/2017
12/14/2017	992 W Main St	Montelle 260 LLC-Whitemarsh	POBox 177 Montelle	Building Code	Neubauer	12/14/2017
12/18/2017	518 W Water St	Papi LLC	3858 Pittsburg Chicago	Building Code	Neubauer	12/18/2017
1/18/2018	607 W Main St	Josh Tunnha	N5426 Edgewood Rd N4	Building Code	Neubauer	1/18/2018
4/4/2018	329 S Clinton St	Swisher/Rymus	329 S Clinton St	Boat/camper/yard debris	Neubauer	4/5/2018
4/12/2018	900 Sunnyview	Peterson	900 Sunnyview	Zoning Use	Neubauer	4/12/2018

<p>Court default judgment 12/14/2016. Foreclosed home on 12/2017. Lakeside Court submitted to State Debt Collection. New owner as permit to remodel. NO Further action required</p> <p>Long grass violation - this is in a mortgage company and this late in the year we won't get compliance (and our guys won't be out mowing). Snowshoveling done by city</p> <p>4/2018 being a forclosed property the city will most likely be mowing the property this spring</p> <p>COURT MAY 2018</p> <p>11/6 Came in Office - said campers are functional, titled, tires are intact and can be used at any time. Feels he is in compliance and if not would like follow up on the</p> <p>Geraldine just died (3/2018)</p>
<p>11/10 Owner called and said he will have the vehicle removed by the end of November. He is an over the road trucker and won't be back in the area until Thanksgiving week Court May 2018</p> <p>COURT MAY 2018</p> <p>11/15 Letter resent to owner 11/16/2017. Jamie is not the owner of the property</p> <p>COURT MAY 2018</p> <p>Marshall is deceased, to the best of our knowledge no one is at the property. If you run the plates and they come back to someone else</p> <p>Stepped in Office January 2018 and said vehicle will be licensed</p> <p>Came in and cited these are hobbist vehicles under Statutes 341.268 (4) and feels he is in compliance.</p> <p>12/5 boat still runs, being worked on but runs fine, may not be registered, boat is his sons from Green Bay. Told him to register it. PD watching this one - just giving a bit more time</p> <p>COURT MAY 2018</p> <p>Vehicle being fixed right now and will be gone called 11/29</p> <p>COURT MAY 2018</p> <p>Came back undeliverable</p> <p>Came in office and showed registration information that the boat is registered</p> <p>County Health Department requested attention by the owner for repairs in the building</p> <p>Items taken care of which were in violation</p> <p>The building is not being remodeled per owner e-mail of 2/6/2018</p> <p>Building was sold - new owner will be making improvements</p>

**CITY OF PRINCETON
COMMUNITY DEVELOPMENT AUTHORITY**

Tuesday, April 17, 2018 – 4:00 p.m.

City Council Chambers

431 W. Main Street, Princeton WI

1. **Call to Order.** Meeting was called to order by President Garro. Attendance was Patti Garro, Vickie Wielgosh, Leann Holland, Mary Lind, and Matt Schneider arrived at 4:10p.m.
2. **Pledge of Allegiance** was recited.
3. **Approval of Agenda** on a motion by Leann, 2nd by Vickie. 4 Ayes 0 Nays 2 Absent 1 Vacancy
4. **Approval of Minutes** – February 27, 2018 minutes were approved on a motion by Vickie, 2nd by Leann, 4 Ayes 0 Nays 2 Absent, 1 Vacancy Motion carried.
5. **Update on Group projects**
 - A) Historic Plaque project. Update, action as appropriate. Presently there are 5 plaques which will be installed for 2018. Twigs (building mounted), Sue Gerald-former Marla Janes home (free standing); St. John's Church (free standing); Methodist Church (building mounted), and the Canadian Club (free standing)
 - B) CDA Food Booth July 14, 2018 – mark your calendar. Helpers will be Patti, Leann & Kendra, Vickie & Charlie, and Mary Lou. Mary Lind will check. ALSO if anyone is available to help out on July 7th, the Design Team will welcome some assistance. Patti said she could help out and Charlie & Vickie too.
 - C) Design Wisconsin Team Project – Visitors (Warnke) building discussion and action as appropriate. Tim Warnke said the building is ours to use for Chamber type activities. We cannot hang anything on the outside of the building. We talked about getting some feather flags and Mary Lou will get some prices. Looking at Open/Welcome; Visitors Center type flags. We will ask Tim if we could have a bracket on the building for a US Flag. Matt made the motion to approve spending \$500.00 on flags, 2nd by Mary. 5 Ayes 0 Nays 1 Absent 1 Vacant Motion carried. Vickie mentioned a digital kiosk (touch screen) and would definitely be a goal to work toward. Print materials are not used as much, however for right now we have a lot which we can distribute so putting the building together with some table/chairs along with interior racks will be a way for us to go for 2018. Matt mentioned a company Ad Lit from Wi Dells is a promotional company that we can keep in mind. Leann mentioned Sarah Giestard was interested in manning the building. There may be interest from others for Saturday hours.
 - D) 2023 Celebration activity/donation – schedule of donation levels attached. Although 2023 is a ways out, the CDA said they would provide sponsorship for the event at the Kidman Level. Matt made the motion to donate at the Kidman Level, 2nd by Mary. 5 Ayes 0 Nays 1 Absent 1 Vacancy.

Vickie then mentioned a thank you to Paul from all the groups who have had the advantage of working with him and his deliveries to the food booth. Each group will be asked for a donation (\$50.00 recommended). It was motioned by Mary, 2nd by Vickie to give a donation of \$50.00 as a thank you to Paul and have a check cut from the funds that the Chamber has under the CDA account line. 5 Ayes 0 Nays 1 Absent 1 vacancy

6. **Next Meeting Date Established.** We will meet on May 1st at the Visitors building at 4:00 p.m. to go over what needs to be done to make the building functional.
7. **Adjourn.** Meeting adjourned on a motion by Vickie, 2nd by Leann at 4:55 p.m. Motion carried

MISSION STATEMENT

“The goal of the Princeton Community Development Authority is to focus on enhancing the quality of life through economic and community growth”

CITY OF PRINCETON

531 S Fulton Street · Princeton, Wisconsin 54968
920-295-6612 · Fax: 920-295-3441

An equal opportunity/affirmative action employer

Mayor
Charlie Wielgosh

City Administrator
Mary Lou Neubauer

City Alderpersons

Dave Bednarek
Mary Ernest
Patti Garro
Dan Kallas
Jasper Kallenbach
Lara Roehl

COUNCIL REPORT

To: City Mayor, Common Council
From: Mary Lou Neubauer, City Administrator/Clerk/Treasurer
Date: April 24, 2018
RE: Water Street Construction Bids

Information will be provided at the meeting as bid submittal can take place until 10:00 a.m. Monday 4/23. Engineers will be present at the meeting and provide the bid tabulations.

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COUNCIL REPORT

To: City Mayor, Common Council
From: Mary Lou Neubauer, City Administrator/Clerk/Treasurer
Date: April 24, 2018
RE: Charter Communications Lease

In August 1999 the City entered into an agreement with Charter Communications for use of a city parcel on Cty Trk T for their communications equipment. This lease is coming up for renewal and have forwarded a contract extension (attached). Over the years, the City has not had any problem with Charter using the land for this purpose.

LAND LEASE

This Land Lease (this "**Lease**") is made and entered as of _____, 2018 (the "**Effective Date**"), by and between Landlord and Tenant (as described in Section 1.1 below). Landlord and Tenant hereby agree as follows:

ARTICLE 1 -- BASIC LEASE INFORMATION

1.1 **Defined Terms.** In addition to the terms which are defined elsewhere in this Lease, the following terms shall have the following meanings:

- (a) **Landlord:** City of Princeton.
- (b) **Landlord's Address:** 438 W Main Street, Princeton, WI 54968.
- (c) **Tenant:** Charter Cable Partners, LLC, successor-in-interest to Marcus Cable Partners, LLC.
- (d) **Tenant's Address:** c/o Charter Communications
6399 S. Fiddlers Green Circle
Suite 600
Greenwood Village, Colorado 80111
Attn: Corporate Real Estate
File ID No.: WI0064
leaseadmin@charter.com
- (e) **Land:** The land legally described on **Exhibit A** attached hereto, and located at N5776 County Road T, Green Lake County, City of Princeton, State of Wisconsin, together with any other portion of land necessary to run cable, utility and other communications lines from a public right-of-way to the Land.
- (f) **Permitted Use:** The Land may be used for Tenant's cable and telecommunications business, including, but not limited to, constructing, maintaining, repairing and operating the Improvements (as defined in Section 2.2 below) on the Land, and for purposes incidental thereto.
- (g) **Term:** Five (5) years, beginning on the Commencement Date and expiring on the Expiration Date.
- (h) **Commencement Date:** October 1, 2018.
- (i) **Expiration Date:** September 30, 2023.
- (j) **Annual Rent:** \$500.00 per year.

(k) **Broker:** None.

(l) **Renewal Terms:** One (1) renewal term of five (5) years.

1.2 **Exhibits.** The following exhibits are attached to this Lease and are made part of this Lease:

Exhibit A: Legal Description of the Land

Exhibit B: Memorandum of Lease

ARTICLE 2 -- AGREEMENT AND USE

2.1 **Lease.** Landlord hereby demises and leases to Tenant the Land, and Tenant leases the Land from Landlord, according to the terms and conditions of this Lease.

2.2 **Use.** Tenant shall use the Land only for the Permitted Use. Tenant shall not allow the Land to be used for any unlawful purposes. Tenant shall have the right to make any alterations, additions or improvements (collectively, the "**Improvements**") to the Land as Tenant shall desire; provided, however, that Tenant will not make or allow to be made any Improvements upon or under the Land that violate any applicable law. Any Improvements constructed, placed or maintained upon or under any part of the Land shall be and remain during the Term, including any Renewal Terms, the property of Tenant or Tenant's successors or assigns. Pursuant to Section 5.1 below, Tenant shall have the right, but not obligation, to remove any such Improvements from the Land. Tenant will maintain the Improvements constructed by Tenant and keep the Improvements in good repair; provided, however, that Tenant shall have no obligation to make any such repairs or replacements during the last 180 days of the Term. Tenant will keep the Land free from all trash, debris, and waste. Landlord will provide Tenant with vehicular access to the Land 24 hours per day, seven days a week, 365 days a year.

2.3 **Interference.** Landlord will not construct or install, nor permit the construction or installation by third parties of, improvements or equipment on land owned by Landlord located in the vicinity of the Land that interferes with the operation of the Improvements or Tenant's equipment or business operations. Tenant shall have the right to clear trees or other vegetation from the Land or other land owned by Landlord located near the Land that interferes with the operation of the Improvements or Tenant's equipment or business operations.

2.4 **Term.** The duration of the Lease shall be the Term. The Term will commence on the Commencement Date and will expire on the Expiration Date.

ARTICLE 3 -- RENT AND TAXES

3.1 **Rent.** Tenant shall pay Annual Rent to Landlord as rent for the Land. Annual Rent will be paid in advance, at Landlord's Address, on or before the first day of each calendar month of the Term, without written notice or demand, except as provided herein. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Annual Rent will be appropriately prorated based on the actual number of days in that month. Landlord agrees that Tenant may make its Annual Rent payments via ACH

transfer or any other form of direct deposit (and Landlord will provide Tenant with all bank instructions and other information needed for such ACH transfer or other direct deposit payment).

3.2 Taxes. Landlord will pay when due all real property taxes and assessments assessed, levied, or imposed during the Term on the Land. Tenant will pay when due all personal property taxes on Tenant's personal property on the Land.

ARTICLE 4 -- INSURANCE AND INDEMNITY

4.1 Tenant's Insurance. At all times during the Term of this Lease, Tenant will carry and maintain, at Tenant's expense, the following insurance from insurers authorized to do business in the state where the Land is located:

(a) Commercial General Liability insurance with an occurrence limit of not less than \$1,000,000 and an aggregate of \$2,000,000. Tenant shall name Landlord as an additional insured and provide Landlord, upon written request, with certificates evidencing such coverage.

(b) Employer's Liability with a limit of \$500,000 and Statutory Worker's Compensation pursuant to the Worker's Compensation laws of the state where the Land is located.

Further, Tenant will assume all risk for Tenant's trade fixtures, equipment and other personal property. Tenant shall have the right to satisfy its obligations under this section through a program of self-insurance.

4.2 Indemnification, Waiver, and Release.

(a) Tenant's Indemnification. Except in cases of negligence or intentional misconduct of Landlord, its employees or agents, Tenant will indemnify and hold harmless Landlord, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Tenant or any person claiming under Tenant; (2) any activity, work, or thing done or permitted by Tenant in or about the Land; or (3) any injury, loss or damage to the person, property or business of Tenant, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) Landlord's Indemnification. Landlord will indemnify and hold harmless Tenant, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Landlord or any person claiming under Landlord; (2) any activity, work, or thing done or permitted by Landlord in or about the Land; or (3) any injury, loss or damage to the person, property or business of Landlord, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Landlord. If any action or proceeding is brought against Tenant or its employees or agents by reason of any such claim for

which Landlord has indemnified Tenant, Landlord, upon written notice from Tenant, will defend the same at Landlord's expense with counsel reasonably satisfactory to Tenant.

(c) In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to any loss of use, loss of business, or loss of profit.

ARTICLE 5 -- END OF THE TERM

5.1 Surrender. Tenant shall have the right, but not the obligation, for 60 days after the expiration or termination of this Lease (the "**Removal Period**"), to remove all or any portion of Tenant's equipment or the Improvements constructed or installed by Tenant. If Tenant fails to remove all or any portion of Tenant's equipment or the Improvements from the Land within the Removal Period, then the same shall revert to and become the property of Landlord in its "AS-IS" present condition, without any representations, warranties, costs or liabilities of any kind whatsoever by or against Tenant or the necessity of further documentation or of payment by Landlord therefor, and Tenant shall have no further liability with regard to the Improvements or Tenant's equipment remaining on the Land. Tenant's rights under this section shall survive the expiration or other termination of this Lease.

5.2 Holdover. If, after expiration of this Lease, Tenant remains in possession of the Land and continues to pay rent without a written agreement as to such possession, then such tenancy will be regarded as a month to month tenancy, terminable by either party upon 30 days' notice to the other, at a annual rental, payable in advance, equivalent to the last Annual Rent paid under this Lease, and subject to all the terms and conditions of this Lease.

ARTICLE 6 -- DEFAULT

6.1 Events of Default by Tenant. The occurrence of any one of the following events shall constitute an "**Event of Default**" hereunder by Tenant:

(a) The failure by Tenant to make any payment required to be made by Tenant hereunder within 15 days after receipt of written notice from Landlord of such failure.

(b) The failure by Tenant to observe or perform any of the covenants or other provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after receipt of written notice thereof from Landlord to Tenant; provided that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

6.2 Remedies of Landlord.

(a) On the occurrence of an Event of Default, Landlord shall have the following rights:

(1) To terminate this Lease, in which case Tenant's right to possession of the Land will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term of this Lease.

(2) To lawfully reenter and take possession of the Land, expel Tenant and remove the effects of Tenant, using such force for such purposes as may be reasonable. In such case, Landlord shall use reasonable efforts to relet the Land for the account of Tenant on market conditions and terms, and Landlord may collect and receive the rent. Tenant will pay to Landlord Annual Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Land after deducting all of Landlord's reasonable expenses in connection with such reletting.

(3) To cure any Event of Default and to charge Tenant for the cost of effecting such cure, provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

(b) Upon any Event of Default hereunder by Tenant, Landlord shall be required to use commercially reasonable efforts to mitigate its damages.

6.3 Event of Default by Landlord. In the event of any default by Landlord in the performance of its obligations under this Lease, Tenant will deliver to Landlord written notice of such default. If Landlord fails to cure such default within three business days after receipt of written notice of such default (the "**Cure Period**"), Tenant shall have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to cure Landlord's default. Any costs and expenses incurred by Tenant to cure such default shall, at its option, be: (a) reimbursed by Landlord upon demand, or (b) offset against Annual Rent due or becoming due. If Landlord fails to cure any default within 30 days after receipt of written notice of such default, Tenant shall have the right to terminate this Lease, without penalty, upon written notice to Landlord, such termination to be effective as of the termination date designated on Tenant's termination notice. Whether or not Tenant exercises its self-help right, Annual Rent shall be abated from the date following expiration of the Cure Period until the date the specified default is cured by Landlord.

6.4 Remedies Not Exclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or at law or in equity.

ARTICLE 7 -- GENERAL

7.1 Quiet Enjoyment. So long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land upon reasonable notice for the purpose of inspecting the Land and to exhibit the Land to prospective purchasers or lenders.

7.2 Liens.

(a) Tenant will keep the Land free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

(b) In no event shall Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any Improvements, furniture, trade fixtures, signage, equipment, wiring, systems or other personal property of Tenant located on or about the Land.

7.3 Environmental Matters.

(a) Tenant's Obligations.

(1) Tenant will not cause or affirmatively allow the storage, treatment or disposal of any Hazardous Materials (as defined in Section 7.3(c) below) in, on, or about the Land by Tenant, its agents, employees or contractors in violation of Environmental Laws (as defined in Section 7.3(c) below). Tenant will not affirmatively allow the Land to be used or operated in a manner that causes the Land or any part of the Land to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(2) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents and employees harmless from and against all direct claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this section.

(3) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's introduction of Hazardous Materials to the Land. Tenant's obligations under this section shall survive the expiration or other termination of this Lease.

(b) Landlord's Obligations.

(1) Landlord hereby represents and warrants to Tenant that:

(A) The Land is not contaminated by any Hazardous Materials;

(B) No portion of the Land is being used for the treatment, storage, or disposal of any Hazardous Waste (as defined in Section 7.3(c) below);

(C) No Hazardous Materials are being used, generated, or disposed of on or about the Land except in compliance with all applicable Environmental Laws; and

(D) The Land is not on any governmental list of contaminated properties, nor is any investigation, administrative order or notice, consent order, or agreement for litigation in existence or anticipated with respect to the Land.

(2) Landlord covenants that, during the Term of this Lease, it will not cause or permit the treatment, storage, or disposal of any Hazardous Waste in, on or about any part of the Land by Landlord, its agents, employees, or contractors, and it will permit the introduction of other Hazardous Materials to the property only in compliance with all Environmental Laws.

(3) Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against all direct claims, costs, liabilities and penalties, including attorney's fees and costs arising out of or in connection with Landlord's breach of its obligation under this subsection (b). Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including attorney's fees and costs, arising out of or in connection with the removal, CERCLA (as defined in Section 7.3(c) below) or other cleanup, or restoration of the Land, except for any cleanup caused by Tenant's introduction of Hazardous Materials to the Land. Landlord's obligations under this subsection (b) will survive the expiration or other termination of this Lease.

(4) If removal, cleanup or restoration work materially interferes with Tenant's use of the Land for a period in excess of three days then, without limiting Tenant's other available rights and remedies, Tenant may terminate this Lease without penalty, upon notice to Landlord, such termination to be effective as of the termination date specified in such notice.

(c) Definitions. "**Hazardous Materials**" means asbestos, petroleum products, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9657 ("**CERCLA**"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Section 651, et seq.; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "**Environmental Laws**"). "**Hazardous Waste**" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

7.4 Assignment and Subletting. Tenant shall have the right to (a) assign, mortgage, hypothecate, pledge or transfer all or any part of this Lease or Tenant's interest under this Lease; or (b) sublet all or any portion of the Land at any time and from time to time. If Landlord sells or otherwise transfers or assigns its interest in this Lease or the Land, such purchaser, transferee or assignee shall be deemed to have assumed all of Landlord's obligations hereunder, and this Lease shall remain in full force and effect and be binding upon and enforceable against such party. Landlord and its successors and assigns, shall upon request from Tenant, execute, acknowledge and promptly deliver to Tenant (or Tenant's lender) a statement in writing certifying that (1) that this Lease is in full force and effect and the date to which the rental and other charges are paid in advance; (2) that there are not any cured defaults on the part of Tenant; and (3) such other matters as Tenant (or Tenant's lender) may request.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent, to grant another company or entity (the "Co-locator") to collocate antennas or other equipment on, about, in or around Tenant's facilities on the Land.

7.5 Binding Effect. This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators and assigns, except as otherwise provided in this Lease.

7.6 Notices. Any notice or other communication required or permitted under this Lease must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1.1. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the other party in the manner prescribed in this section.

7.7 Tenant's Name. Landlord is prohibited from using Tenant's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

7.8 Time of the Essence. Time is of the essence for each and every provision of this Lease.

7.9 No Waiver. The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

7.10 Disputes. (a) Any claim, controversy or dispute arising out of or relating to this Lease, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Lease shall control. This arbitration provision shall not limit the right of Landlord prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. Within 10 calendar days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by Landlord and one shall be selected by Tenant. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within 15 business days, then either party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the

arbitrator(s) shall be rendered within 60 calendar days after the date of the selection of the arbitrator(s) or within such period as the parties may otherwise agree. Each party shall be responsible for the fees, expenses, and costs incurred by the arbitrator appointed by each party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

(b) Notwithstanding the foregoing, at Landlord's option, the following claims, controversies or disputes need not be resolved by arbitration: (1) any action by Landlord that seeks repossession of the Land and/or past due and unpaid Annual Rent as part of Landlord's remedy, (2) any action by Landlord seeking an injunction or temporary restraining order, and (3) any action by Landlord seeking any prejudgment remedy. Further, the parties may cancel or terminate this Lease in accordance with its terms and conditions without being required to follow the procedures set forth in this Section.

7.11 Authority. Landlord and Tenant each respectively represent to the other that the party executing this Lease on its behalf is authorized to do so by requisite action of the party to this Lease.

7.12 Governing Law. This Lease will be governed by and construed pursuant to the laws of the state in which the Land is located without reference to its conflict of laws principles.

7.13 Entire Agreement; Amendment. This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

7.14 Ownership of Land; Zoning.

(a) Landlord represents and warrants to Tenant that it owns the Land free and clear of all liens and encumbrances other than those previously disclosed to Tenant in writing. Within 30 days after execution of this Lease, Landlord shall provide Tenant with a current title report showing the status of title (including all exceptions thereto) to the Land, along with a copy of a survey of the Land. Should Landlord fail to provide such a title report and survey to Tenant within such time period, Tenant shall have the right to terminate this Lease, without penalty, upon notice to Landlord. Landlord shall use best efforts to obtain a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from the holder of any mortgage or deed of trust encumbering the Land as of the Commencement Date. Should Landlord fail to provide such a non-disturbance agreement to Tenant within 30 days after the Commencement Date, Tenant shall have the right to terminate this Lease upon notice to Landlord.

(b) Landlord warrants and represents to Tenant that the current zoning of the Land allows Tenant to use the Land for Tenant's intended purposes.

(c) This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien or encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of such Superior Lien, now or after the date of this Lease affecting or placed,

charged or enforced against the Land or any interest of Landlord in the Land or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). Notwithstanding the foregoing, such subordination shall not be effective unless the holder of such Superior Lien shall deliver to Tenant a written agreement reasonably satisfactory to Tenant that Tenant's rights under this Lease shall not be disturbed by such holder so long as Tenant has paid all amounts then owing (subject to applicable notice and cure periods) and is otherwise not in default under this Lease. Tenant will execute, acknowledge and deliver to Landlord within 20 days after written demand by Landlord such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination, priority, or non-disturbance, provided that any such subordination agreement contains a non-disturbance agreement as set forth above.

(d) Landlord agrees to pay Tenant a fee of, or allow an offset against Rent in the amount of, \$500.00 for each subordination agreement requested from Tenant.

7.15 Estoppel Certificates. Within 30 days after receipt of written request by either Tenant or Landlord, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Annual Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered by the certifying party, which default has not been cured, except as to defaults specified in said certificate; and (d) to the certifying party's actual knowledge without duty of investigation or inquiry, there is no Event of Default under this Lease, or an event which, with notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser, lease assignee or sublessee, or existing or prospective mortgagee or beneficiary under any deed of trust of the Land. If the requested party fails to deliver such a certificate within such time, the statements contained in such certificate will conclusively be deemed made and admitted by the requested party. Landlord agrees to pay Tenant a fee of, or allow an offset against Annual Rent in the amount of, \$500.00 for each estoppel certificate requested from Tenant.

7.16 Memorandum of Lease. Upon execution of this Lease, the parties shall execute a Memorandum of Lease, in the form set forth on **Exhibit B** attached hereto, which Tenant shall then have the right to record in the real property records of the county in which the Land is located.

7.17 Signs. Tenant shall be entitled to install, at its sole cost and expense and in compliance with all applicable laws, signs on the Land containing Tenant's name, logo, and other pertinent business information.

7.18 Condemnation. In the event of a condemnation or other taking by any governmental agency of all or any portion of the Land, Tenant shall have the right to terminate this Lease upon notice to Landlord. Any such condemnation award shall be paid to Landlord, except that Tenant will have the right to assert a claim for moving expenses, business interruption, leasehold improvements paid for by Tenant, and the value of Tenant's unexpired Lease Term.

7.19 Antenna, Satellite Dish, or Other Communications Equipment. Without limiting Tenant's right to install the Improvements, Tenant may construct, install, and operate, at Tenant's sole cost and expense, one or more antennae and satellite dishes or other communications equipment on the Land. Tenant shall obtain any and all permits, consents, or governmental approvals as may be reasonable or necessary for the installation or operation of such communications equipment, antennae or satellite dishes.

7.20 Casualty. If any casualty damage to the Improvements or Tenant's equipment on the Land (a) is such that 50% or more of the Improvements or Tenant's equipment are damaged or rendered substantially unusable by Tenant by reason of law or otherwise, for the use then being made of the Land; (b) is caused by casualty not required to be insured against hereunder; or (c) occurs at a time when there are fewer than 12 months remaining in the Term (including any Renewal Terms for which Tenant has then elected to extend the Term hereunder), Tenant may elect to terminate this Lease. Tenant shall notify Landlord of its election to terminate within 30 days after the occurrence of the casualty, and this Lease shall terminate upon the giving of such notice; in that event, any rent or other monies paid in advance by Tenant under the terms of this Lease for the period from and after the casualty (or, if later, from and after the date Tenant ceases to conduct its business on the Land as a result of such casualty) shall be refunded by Landlord. In the event of such termination, Tenant shall be entitled to the insurance proceeds related to such casualty and Tenant shall be entitled to any insurance proceeds applicable to the Improvements, Tenant's trade fixtures, equipment and personal property, and any proceeds of Tenant's business interruption insurance. If Tenant does not terminate this Lease, the rent and other charges payable by Tenant hereunder shall, during the period of such repairs, be reduced in proportion to the space not usable during the time of making such repairs.

7.21 Confidentiality. Except to the extent such disclosure is required by applicable Laws, Landlord shall not disclose, and shall ensure that its partners, joint venturers, members, managers, and employees do not disclose, the Annual Rent and other terms of this Lease to any person or entity other than Landlord's lenders, partners, joint venturers, members, managers, employees, and professional advisors. Before any such disclosure to Landlord's lenders or professional advisors, Landlord shall notify such lenders and professional advisors of the confidential nature of the terms of this Lease and prohibit further disclosure of same by such lenders and professional advisors.

7.22 Severability. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

7.23 Captions. The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

7.24 Drafting. This Lease has been prepared by Tenant and its professional advisors and reviewed by Landlord and its professional advisors. Landlord, Tenant and their separate advisors believe this Lease is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in preparing it.

7.25 Counterparts. This Lease may be signed and delivered by facsimile or electronically and the same facsimile or "pdf" signatures shall constitute original signatures hereof with all force and effect of law. This Lease may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one and the same document.

ARTICLE 8 -- EARLY TERMINATION

Tenant will have the right to cancel this Lease at any time for any reason or no reason whatsoever upon 90 days' prior written notice to Landlord ("**Tenant's Termination Notice**"). Upon Tenant's compliance with the terms of this Article, Section 5.1 of this Lease, and Tenant's payment of all amounts owed to Landlord under this Lease to the date of termination, this Lease will terminate as of the date set forth in Tenant's Termination Notice, and neither Landlord nor Tenant will have any further rights or obligations under this Lease, except with respect to those matters in this Lease which expressly survive the termination of this Lease.

ARTICLE 9 -- OPTION TO RENEW

Tenant will have the option to renew the Term of this Lease for the Renewal Terms, subject to the further provisions of this section. Tenant must exercise the option with respect to each Renewal Term, if at all, by giving notice of exercise to Landlord on or before the date that is 90 days prior to the then applicable expiration date. Each Renewal Term will be on the same terms and conditions as this Lease.

ARTICLE 10 -- RIGHT OF FIRST REFUSAL

As further consideration for this Lease, Landlord hereby grants Tenant a right of first refusal (the "**First Refusal Right**") to purchase the Land, or any portion thereof, in the event Landlord receives a bona fide offer to purchase the Land, or any portion thereof, which it desires to accept. Landlord shall immediately notify Tenant of any such offer, and enclose a copy of the offer, and Tenant shall have 30 days after receipt of such notice to elect to purchase the Land, or the applicable portion thereof, for the same consideration and upon the same terms and conditions contained in the offer. If Tenant fails to respond to Landlord's notice during the 30-day period, Tenant's First Refusal Right shall expire at the end of such 30-day period and Landlord shall be free to sell in accordance with the specific terms specified in the offer. If the transfer is not completed as provided in the offer, or if any of the terms and conditions of the offer are changed, Landlord shall notify Tenant in the same manner specified above as if a new bona fide offer had been received by Landlord. Tenant's First Refusal Right shall expire on the last day of the Term of this Lease, as extended by any Renewal Terms, or upon any earlier termination thereof. The First Refusal Right shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the Effective Date set forth above.

LANDLORD:

TENANT:

CITY OF PRINCETON

CHARTER CABLE PARTNERS, LLC

By: _____
Name: _____
Title: _____

By:

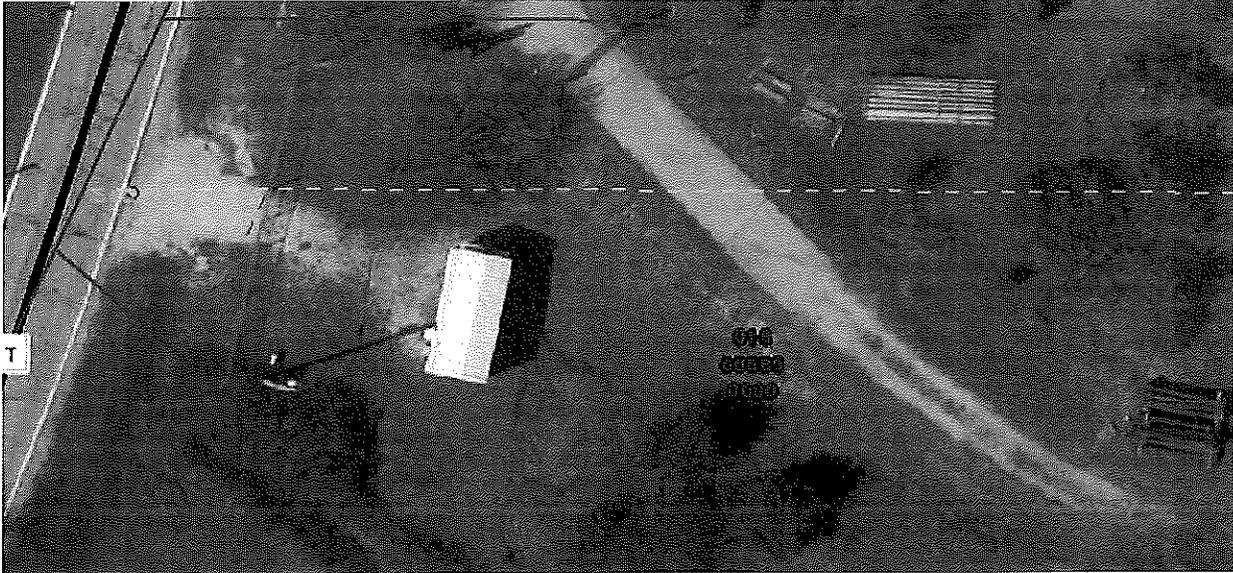
By: _____
Name: Holly Dolzani
Title: Director – Real Estate

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

COM INTER BEND & MARKESAN RD SE TO E LN SEC 25 THENCE N 27R; W 11R; S 4R; W 13R; SW TO BEG
EXC N 33' BUT INCL S 33' OF CERTIFIED SURVEY MAP 6; ALSO EXC PAR 689.1 SEC 25

SITE PHOTO



Parcel
016-001689-0000

EXHIBIT B

MEMORANDUM OF LEASE

When Recorded Return To:

_____, a _____ (“Landlord”), leases to _____, a _____ (“Tenant”), pursuant to a written lease agreement between the parties dated _____ (the “Lease”), the real property located in _____, as more particularly described on Exhibit A attached hereto. The term of the Lease is _____ years, commencing _____ and expiring on _____. Tenant has the right to extend the term of the Lease for _____.

The provisions set forth in the Lease are incorporated into this Memorandum of Lease, by this reference. This Memorandum of Lease is executed solely for the purposes of giving record notice of the agreement between the parties and shall not be deemed to modify or affect the Lease between the parties hereto.

Dated this _____ day of _____.

LANDLORD:

TENANT:

CITY OF PRINCETON

CHARTER CABLE PARTNERS, LLC

By:

By: _____
Name: _____
Title: _____

By: _____
Name: Holly Dolzani
Title: Director – Real Estate

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____ as Manager of _____.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

COM INTER BEND & MARKESAN RD SE TO E LN SEC 25 THENCE N 27R; W 11R; S 4R; W 13R; SW TO BEG
EXC N 33' BUT INCL S 33' OF CERTIFIED SURVEY MAP 6; ALSO EXC PAR 689.1 SEC 25

CITY OF PRINCETON

531 S Fulton Street · Princeton, Wisconsin 54968
920-295-6612 · Fax: 920-295-3441

An equal opportunity/affirmative action employer

Mayor
Charlie Wielgosh

City Administrator
Mary Lou Neubauer

City Alderpersons

Dave Bednarek
Mary Ernest
Patti Garro
Dan Kallas
Jasper Kallenbach
Lara Roehl

COUNCIL REPORT

To: City Mayor, Common Council
From: Mary Lou Neubauer, City Administrator/Clerk/Treasurer
Date: April 24, 2018
RE: Hiestand Park Update

The Hiestand Park project, kayak launch and other improvements should be completed in the next couple months. Staff has discussed the option of installing a floating pier vs. utilization of the permanent pier that is presently used at the park. We have checked with our DNR project coordinator and under our Urban Rivers Program and we would be eligible for 50% of the funding for a docking/fishing pier if we wish to install one.

The income and expenses for this project are shown on the attached sheet. To date we have spent \$50,785 of which 50% will be reimbursed by the WDNR. City funding and Green Lake County match dollars have made up our 50% required match.



MAX SYSTEMS
@MAXDOCK.COM

Please visit maxdock.com to locate your authorized MAX Dealer and to see our complete line of dock and lifts. Products and specifications are subject to change without notice. Your MAX dealer can answer any questions you may have. Please check local and state regulations and codes before installing any dock, lift, or canopies.

Hiestand Park

Income	Funding Sources		
	DNR/Urban Rivers	Maximum OR	\$ 43,150.00
		50% of project	
	Green Lake County		\$ 6,300.00
	City Budget		
		2015	\$ 9,000.00
		2016	\$ 6,000.00
		2017	\$ 6,000.00
		2018	\$ 6,000.00
			\$ 27,000.00
		Total Available	\$ 76,450.00

Expenses		Payment	Projects	Bid
Washkovich	1/11/2017	\$ 3,867.22	Rip Rap	\$ 21,185.38
	1/31/2017	\$ 2,432.78	Path	\$ 2,010.00
	8/22/2017	\$ 16,895.38		
	Total Pd.	\$ 23,195.38	Total	\$ 23,195.38

EZ Dock	4/10/2018	\$26,193.38	Kayak	\$26,193.39
Tree Top	12/20/2017	\$1,397.04	Message Board	\$1,397.04
		Total	Spent	\$ 50,785.81

4/24/2018	pending	Floating Pier	\$9,300
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TOTAL FUNDS RECEIVED	TO DATE
Source: County funds	\$ 6,300.00
City Budget	\$ 27,000.00
DNR \$ Received	\$ 11,597.69
	\$ 44,897.69