



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

PUBLIC PROPERTY & HEALTH COMMITTEE

Markesan City Hall

January 5, 2021

Immediately Following Streets, Buildings & Utilities Committee Meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

New Business

- Discussion and Action on Childcare Center Lease and Monthly Rent
- Discussion and Action on Ice Skating Rink at Kiwanis Park
- Discussion and Action on Community Facilities Direct Loan and Grant Program-Rural Development

Old Business

- Discussion and Action on 650 N Margaret Street Property Update
- Discussion and Action on Kiwanis MOU Agreement
- Discussion and Action on Soldier's & Sailor's Park Electrical Box Repair

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: Horicon Bank City Hall
ERGO Bank Post Office
www.markesanwi.gov

Dated January 4, 2021
Elizabeth Amend, Clerk-Treasurer

Question

1 message

Allie Henke <youngstarsallie@gmail.com>
To: Betsy Amend <bamend@markesanwi.gov>

Mon, Dec 28, 2020 at 10:23 AM

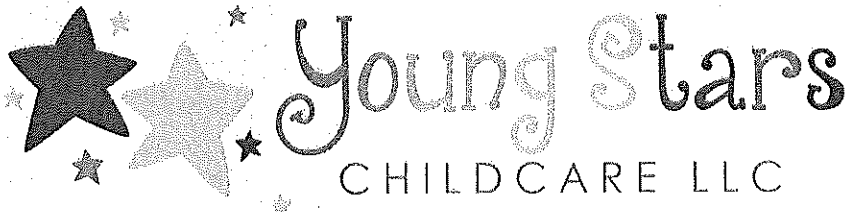
Hi Betsy,

This week is a little busy for us being the end of the year and a short week but after that, I am hoping to talk more with someone about the rental agreement? If we do not get the grant, are we still welcome to rent the space and move forward? We are hoping to regardless, the grant just determines how big we go from the start. Please let me know if there would be an opportunity to go over these details and talk about when we would like to get into the space and how everything will work.

Thank you,
Allie

--

Allie Henke
Owner/Operator/Director



444 Scott Street
Green Lake, WI 54941
(920)294-6099

Community Facilities Direct Loan & Grant

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial, or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- **Public bodies**
- **Community-based nonprofit corporations**
- **Federally recognized Tribes**

What is an eligible area?

Rural areas including cities, villages, townships, and towns including Federally recognized Tribal lands with no more than 20,000 residents according to the latest [U.S. Census Data](#) are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, to purchase equipment, and to pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars, or street improvements
- Community support services such as child care centers, community centers, fairgrounds, or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles, or equipment
- Educational services such as museums, libraries, or private schools
- Utility services such as telemedicine or distance learning equipment

- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs, or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; [7 CFR, Part 3570.62](#) for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our [loan guarantee program](#). These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

- Priority point system based on population, median household income
- Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, contact us for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area.
- There are no pre-payment penalties.
- Contact us for details and current interest rates applicable for your project.

Grant Approval:

Grant funds must be available. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:

Maximum of 75 percent when the proposed project is:

- Located in a rural community having a population of 5,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.

Maximum of 55 percent when the proposed project is:

- Located in a rural community having a population of 12,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.

Maximum of 35 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.

Maximum of 15 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

Contact your local RD office to discuss your specific project. Applications are accepted year round.

Who can answer questions?

Contact your local RD office.

What governs this program?

- Direct Loan: 7 CFR Part 1942, Subpart A
- Grant: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled "What Governs This Program?" You may also contact your local office for assistance. You will find additional forms, resources, and program information at rd.usda.gov. USDA is an equal opportunity provider, employer, and lender.

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARKESAN AND KIWANIS CLUB

WHEREAS, the City of Markesan is a Wisconsin Municipality (the “City”), with their address being 150 South Bridge Street; Markesan, WI 53946 and the Markesan Kiwanis (the “Club”, with their address being 438 S. Bridge Street; Markesan, WI, a non-profit (IRS Sec. 501(c)(4)) organization incorporated in Wisconsin

The purpose of this Memorandum of Understanding (MOU) is to have a written understanding between the above parties. Additionally, this MOU will outline any responsibility the Club has in order to use of the Park and Park facilities located in Kiwanis Park (the “Park”).

This MOU by its term is not a lease, and the City shall not accept, nor shall the Club be required to pay, any rental or other monetary payment as a result of entering into this MOU.

The City recognizes that the Club is instrumental in the development of the Park as a valuable asset to the community, providing local citizens and visitors a place to safely recreate.

THEREFORE both the City and Club agree to the following:

1. The City is the owner of the Park and assumes all responsibility for the operation and management of the Park, except as specified within this MOU.
2. The City will repair and maintain the bathroom structure and lights located on the Park property.
3. The City will pay all utility costs for the park;
4. The City will mow and rake the grounds and take whatever other action is reasonable and necessary to keep the grounds in suitable condition for Park purposes.
5. The City will allow the Club to post “Park Reserved” notices for any City approved Club function in the park, per City Ordinance 260-7 F.(7)(C) [Amended 4-14-2015 by Ord. No. 233] which states “the right to reserve any park or area for any civic function or City-sponsored event.”

6. The Club will not build, remodel, or tear down any buildings or other physical structures located on the Park Premises, without prior written consent and approval of the City.

7. The Club shall furnish the City with a copy of a suitable liability insurance policy, for any Kiwanis sponsored events to be held on the Park premises, wherein there is a possibility of injury to any person on the Park grounds attending such event as a participant or spectator.

8. The Club shall provide the City Clerk with a schedule of events, with at least one month's advanced written notice when possible and further agrees to pay for any damage to the Park as a result of special events scheduled by the Club.

9. The Club agrees to assume responsibility for the following for the Park:

- a) The Ice Skating Warming Shack and the operation of the Ice Skating Rink;
- b) The Club will pay of Flat fee of \$100.00 towards the utilities bill to cover the operation of the Ice Skating Warming Shack;
- c) The poles and nets for the volleyball courts;
- d) Will organize Club members to complete "walk through" clean-up of the park when members are available;
- e) Will organize the "Youth Service Day" clean-up of the park;
- f) Will provide sand for the volleyball and horseshoe pits;
- g) Will provide support to the City for Club approved improvements to the Park.

10. This MOU shall automatically renew annually unless either party serves notice in writing to both the City Clerk and Club Secretary forty-five (45) days of either party's intent to ratify, change, or terminate this MOU.

11. The City and the Club agree not to commit the other party to an expense without written consent.

12. The City and the Club agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party. Both parties shall have the right to participate in the defense of such claim to the extent of its interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this MOU by and through their duly authorized officers. Upon sign this MOU, each party acknowledges receipt of the signed and completed copy thereof, and admits that they have read and understood the foregoing terms and conditions and agrees thereto.

DATED THIS ____ DAY OF _____, 2020

CITY OF MARKESAN

MARKESAN KIWANIS CLUB

Mayor

President

Clerk

Secretary

Approved by City Attorney
Dan Sondalle

Dated: _____

Prepared by: Rich Slate, Mayor of Markesan

Ness Electric, Inc

380 Enterprise Dr
Markesan, WI 53946

Estimate

Date	Estimate #
11/4/2020	464

Name / Address
City of Markesan P.O. Box 352 Markesan, WI 53946-0352

Description	Qty	Rate	Project
			Soldiers and Sailors
Description	Qty	Rate	Total
Labor Charge: 1 Man to replace panel in pavillion	3	75.00	225.00
SqD QO124M100 1PH 3W 100A MB Plug on panel	1	108.42	108.42
SqD QOC24US surface cover	1	11.87	11.87
Miscellaneous Charges	1	147.70	147.70
			492.99
Add 50A Outlet to keep people out of panel			
Labor Charge: 1 Man to Install Outlet	1	75.00	75.00
4W 50A Flush Range Receptacle	1	10.22	10.22
SqD QO250 Circuit Breaker	1	13.71	13.71
Miscellaneous Charges	1	22.16	22.16
			121.09
Thank You, we appreciate the opportunity to provide an estimate!			
Subtotal			\$614.08
Sales Tax (5.5%)			\$0.00
Total			\$614.08



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December 29, 2020

Markesan Lion's Club
Attn: President
PO Box 138
Markesan, WI 53946

Dear Lion's Club:

The Public Property Committee has received an estimate to upgrade the electrical box at Soldier's & Sailor's Park. See attached. Please let the City know if you are willing to contribute to this repair? Please let the City know by February 1, 2020.

Thanks in advance.

If you have any questions, please contact our office at 920-398-3031.

Sincerely,

Elizabeth Amend
Clerk-Treasurer