



**PUBLIC PROPERTY & HEALTH COMMITTEE**  
Markesan City Hall

**June 1, 2021**  
6:00 PM

**AGENDA**

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Discussion and Action on Boiler Project Update

New Business

- Discussion and Action on Maintenance and Replacement of the Coolers in the Big Building at Soldier's & Sailor's Park
- Discussion and Action on Maintenance and Replacement of the Beach Buoy's at Soldier's & Sailor's Park

Old Business

- Discussion and Action on 650 N Margaret Street Property Update

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](http://www.markesanwi.gov)

Dated May 28, 2021  
Elizabeth Amend, Clerk-Treasurer

**A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MARKESAN AND MARKESAN LION'S 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 Lion's Club (the "Club", with their address being PO BOX 138; Markesan, WI, is 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 Markesan Lion's Club has in order to use of the Park and Park facilities at Little Green Lake Soldiers and Sailors 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 Markesan Lion's Club is instrumental in the development of the Little Green Lake Soldiers and Sailors 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 well, buildings, piers, boat docks, or other physical structures located on the Park property.
3. 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.
4. 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."

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

6. The Club shall furnish the City with a copy of a suitable liability insurance policy, for any special 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.

7. 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.

8. The Club shall have standing rights to reserve the park on the Sunday of June Dairy Days weekend in Markesan (the Sunday after the second Saturday of June).

9. The Club agrees to assume responsibility for the maintenance and operation for the Park:

- a) Will maintain, organize and schedule the use of Park shelter kitchen facilities.
- b) Will maintain and replace the flag at the Park, as needed;
- c) Will organize Lion members to complete "walk through" clean-up of the park when members are available;
- d) Will organize the "Youth Service Day" clean-up of the park;
- e) Will provide sand for the beach and various playground equipment locations;
- f) Will maintain beach buoys and setup beach swimming area;
- g) Will provide up to \$2,000 annually 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 16<sup>th</sup> DAY OF September, 2020

CITY OF MARKESAN

MARKESAN LION'S CLUB

Rich Slate  
Mayor

Terrance R Dolderen  
President

Elizabeth A. Arnold  
Clerk

James A. Sarda  
Secretary

Approved by City Attorney  
Dan Sondalle

[Signature]

Dated: 11/20/2020

Prepared by: Rich Slate, Mayor of Markesan