



## **PUBLIC PROPERTY & HEALTH COMMITTEE**

Markesan City Hall

**November 7, 2023**

Immediately Following Streets, Buildings & Utilities Meeting

### **AGENDA**

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Discussion and Action on Skating Rink Setup
- Discussion and Action on Brush Removal Cost at the Recycling Center – Chipper Bids

Old Business

- Discussion and Action on Recycling Center Agreement Between the City and the Towns of Green Lake, Manchester and Mackford – Sections 3 and 6
- Discussion and Action on 650 N. Margaret Street Property Maintenance Update
- Discussion and Action on Bids/Painting City Garage
- Update on Reworked Specifications for:
  - Repairs – Kiwanis Park Warming Shelter (roof & electric) and Kiwanis other Shelter and Restrooms
  - Repairs to Hein Park Restroom and Restroom Roof
  - Painting – Kiwanis Park both Shelters and Restrooms
  - Repairs – Library Garage

New Business

- Discussion and Action on Electrical Pedestal at the Cemetery – Ness Electric Invoice for \$910.17
- Discussion and Action on Repositioning of Cemetery Gravestones
- Discussion and Action on Painting the Community Room

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.



## **AGREEMENT FOR RECYCLING AND COMPOSTING SERVICES**

This agreement entered into this 1<sup>st</sup> day of January, 2024 by and between the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester.

WHEREAS, the State of Wisconsin has by Act 335, 1989, established rules and regulations that are implemented to potentially reduce the amount of municipal solid waste disposed of in landfills and burned without energy recovery in the State of Wisconsin, and;

WHEREAS, a recycling program administered by the City of Markesan with the Town of Green Lake, the Town of Mackford, and the Town of Manchester participating can assist in accomplishing the goals set by the State of Wisconsin, and;

WHEREAS, the City of Markesan's Public Property & Health Committee has recommended that the City enter into this Agreement for the purpose of providing a collection program for recyclable materials from household waste, and;

WHEREAS, the Town of Green Lake, the Town of Mackford, and the Town of Manchester deem it to be in the best interest of its citizens to contract, under the authority of section 66.30 of the Wisconsin Statutes, with the City of Markesan to administer a collection program for recyclable materials from household waste.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION ONE – TERM**

The term of this agreement shall be for one (1) year from the date first above written, provided, however, that this agreement shall automatically be renewed for a one (1) year period commencing on the anniversary of the effective date given above unless any party to this agreement gives written notice of termination by certified mail to the other parties of this agreement at least sixty (60) days prior to such anniversary date.

## **SECTION TWO – SERVICE PROVIDED**

- 2.1 The City of Markesan agrees to administer a collection program for the Town of Green Lake, the Town of Mackford, and the Town of Manchester for recyclable materials from household waste, including paper, cardboard, glass of all colors, metal containers, Number 1 and 2 plastic containers, waste oil and light bulbs.
- 2.2 Pursuant to 1989 Wisconsin Act 335, the City of Markesan is responsible for recycling in the City of Markesan, the Town of Green Lake is responsible for the area encompassed by the boundaries of the Town of Green Lake; the Town of Mackford is responsible for the area encompassed by the boundaries of the Town of Mackford, and the Town of Manchester is responsible for the area encompassed by the boundaries of the Town of Manchester. Each municipality should be the responsible party for its respective municipality.
- 2.3 An Operating Guidelines document has been developed to assist the recycling attendants in the proper operation of the Recycling and Composting Center. A copy of said Guidelines will be supplied to the City of Markesan, Town of Green Lake, Town of Mackford, and Town of Manchester.
- 2.4 Recyclable materials shall be delivered by residents of the Town of Green Lake, the Town of Mackford, and the Town of Manchester to the former landfill site on County Highway A, located in Section 3, T14N, R13E, known as the Markesan-Mackford Landfill Site. All recyclable materials will be deposited in the designated dumpsters.
- 2.5 The site for recyclable materials shall be open for collection each Saturday except on holidays. The hours of operation shall be 8:00 A.M. to 2:00 P.M.
- 2.6 Upon showing proof of residency, residents of the Town of Green Lake, the Town of Mackford, and the Town of Manchester shall be allowed to deposit their properly prepared recyclable materials in the collection dumpster free of charge.

Properly prepared recyclable materials mean:

1. All plastic caps and neck rings shall be removed from all containers (glass and plastic).
2. All food containers shall be rinsed.
3. Metal cans and plastic containers shall be flattened to reduce volume.
4. No food wastes, garbage, light bulbs, window glass, ceramic or clay pottery items or other non-recyclable items shall be included in these materials.

If recyclable materials are not properly prepared, they will not be accepted and deposited.

- 2.7 As available, each Town shall provide a list of recycling guidelines to each household to ensure correct and cost efficient use of the collection facility. Each Town shall be responsible for the cost of providing said guidelines. Further, each Town shall send a copy of said guidelines to the City of Markesan for review.
- 2.8 City of Markesan residents shall not deposit recyclable materials at said County Highway A site. City of Markesan residents shall place recyclable materials at their curbs for pick-up by a contractor hired by the City.

### **SECTION 3 - COMPOST PILE AND BRUSH COLLECTION**

The City of Markesan agrees to operate and administer a compost pile and brush collection site at the Highway County A location which will be open April 1st through October 31st. This site will be available for use by the residents of the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester.

The cost of maintenance of these operations, including, but not limited to the hiring of a brush chipper or possible purchase of a brush chipper, shall be the responsibility of the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester, with said costs to be divided evenly among the responsible parties.

## **SECTION FOUR – WHITE GOODS**

Residents disposing of accepted white goods will pay the fee to the attendant. Fees and accepted items are outlined in the Operating Guidelines.

## **SECTION FIVE - COSTS**

- 5.1 The costs incurred, which include labor, electric, heat, compost pile maintenance, snow plowing and DNR fees and licenses if needed, during one year of operation for the collection facility for recyclable materials from household waste will be billed to each respective party at 25% each, to the City of Markesan, Town of Mackford, Town of Green Lake and Town of Manchester. The dumpster rent will be billed to Town of Mackford and Town of Manchester at 25% and the Town of Green Lake at 50%. These costs will vary from year to year.
- 5.2 It is projected that five 8 yard dumpsters will be emptied weekly from the site in a 12 month time period.
- 5.3 Any costs of maintaining the County A collection site to implement the recycling program shall be split equally between the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester. This includes maintenance of the premises such as road care, etc.
- 5.4 The City of Markesan shall be responsible to maintain and pay for insurance at the County A collection site.
- 5.5 Billing for all shared costs shall be sent from the City of Markesan to each Township on a yearly basis. Each Township shall promptly pay the City of Markesan for said costs.
- 5.6 If for any reason the recycling program at the County A site is closed, the parties to this agreement shall equally split all shut down and closing expenses and costs.

## **SECTION SIX – TERMINATION**

A party to this Agreement may be released from this Agreement for any reason upon 90 days (computed from the date of mailing) written notice given by U.S. Mail to the other parties. However, if the Town of Green Lake, the Town of Mackford, or the Town of Manchester wishes to terminate or to be released from this Agreement and one Town and the City of Markesan wish to continue the recycling services as provided in this Agreement, the Town which desires to be released from this Agreement shall continue to be liable for and responsible for all or any share of its costs as provided in Section 5 of this Agreement. Said Town shall be responsible for all costs as specified in all paragraphs of Section 5 as if it never had been released from the terms of this Agreement. The City of Markesan shall continue to bill said Town as provided in Section 5.5 of the Agreement.

## **SECTION SEVEN – TOTALITY OF THE AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties and supersedes any and all oral or written promises, prior to the signing of this Agreement.

## **SECTION EIGHT – SEVERABILITY**

The provisions of the Agreement shall be deemed severable and should any clause of the Agreement be held invalid by any court, the remaining clauses shall be given full force without limitation of effect by such invalid clause or clauses.

## **SECTION NINE – MODIFICATION**

Any modification to this Lease Agreement shall be in writing and executed by the parties.

## **SECTION TEN – RENEGOTIATION**

This Agreement, or any part thereof, shall be renegotiated in the event of a substantial increase or decrease in the services to be provided; changes required by Federal or State law, rules, and/or regulations; changes required by court actions; or changes available in funding which affects the substance of this Agreement. Further, this Agreement shall be null and void, if a State or Federal department or agency, or any State or Federal court makes a determination which has a material effect on the Agreement between the parties. In addition, this Agreement, or any part hereof, shall be subject to renegotiation at the option of the City of Markesan if Green Lake County implements recycling services which have an impact on the service provided pursuant to this Agreement.

ATTEST:

\_\_\_\_\_  
Elizabeth A Amend, City Clerk/Treas.  
City of Markesan

FOR THE CITY OF MARKESAN  
SIGNED BY:

\_\_\_\_\_  
Rich Slate, Mayor  
City of Markesan

ATTEST:

\_\_\_\_\_  
Katie Mehn, Town Clerk  
Town of Green Lake

FOR THE TOWN OF GREEN LAKE  
SIGNED BY:

\_\_\_\_\_  
Ben Moderow, Chairman  
Town of Green Lake

ATTEST:

\_\_\_\_\_  
Katie Mehn, Town Clerk  
Town of Mackford

FOR THE TOWN OF MACKFORD  
SIGNED BY:

\_\_\_\_\_  
Steve Davison, Chairman  
Town of Mackford

ATTEST:

\_\_\_\_\_  
Vicki Sievert, Town Clerk  
Town of Manchester

FOR THE TOWN OF MANCHESTER  
SIGNED BY:

\_\_\_\_\_  
Brian Lager, Chairman  
Town of Manchester

**Ness Electric, Inc**

380 Enterprise Dr  
Markesan, WI 53946

Phone # 9203982221

E-mail nesselectric@ymail.com

**Invoice Date**

10/31/2023

**Invoice #**

503627

**INVOICE**

**Bill To:**

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

**PLEASE PAY**  
**THIS AMOUNT** **\$910.17**

Make checks payable to: **Ness Electric, Inc**

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? \_\_\_\_\_

Ness Electric, Inc

**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**

380 Enterprise Dr  
Markesan, WI 53946

<b>Project</b> City Hall	<b>P.O. No.</b>	<b>Terms</b> Net 15	<b>Due Date</b> 11/15/2023
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Date	Qty	Description	Rate	Amount
9/29/2023	3.5	Tony: Cemetery Project	90.00	315.00
9/29/2023	3.5	Ron Jr: Cemetery Project	90.00	315.00
	1	Building Permit and Inspection Fees	75.00	75.00
	1	1/2" PVC Connector	0.38	0.38
	5	2" Rigid Conduit	14.12	70.60
	2	1/2" PVC, Sch 40	1.10	2.20
	2	Galv. grd. rod	25.605	51.21
	2	G5 Ground/ Acorn Clamp	5.86	11.72
	1	1/2" Locknut	0.36	0.36
	50	12-2UFw/Gr	0.794	39.70
	18	#4 Bare CU Solid	1.61111	29.00

Thank You for Your Business! Please Pay from Invoice.

<b>Sales Tax (5.5%)</b>	\$0.00
<b>Total</b>	\$910.17
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$910.17</b>

24% APR interest on all unpaid balances after 60 days. \$30 CHARGE FOR RETURNED CHECK.

Billing Inquiries? Call 9203982221