



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

March 7, 2023
6:00 PM

AMENDED AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Discussion and Action on Waste Management Trash/Recycling Pick Up Dates – WM Representative
- Discussion and Action on Waste Management Bulky Trash
- Discussion and Action on Kiwanis Bathroom Repairs

New Business

- Discussion and Action on Request for a Separate Bank Account for the Dog Park Fund Raising
- Discussion and Action on Updated Park Plan

Old Business

- Discussion and Update on Status for Available Space in City Hall
- Discussion and Action on Occupancy Agreement for Non-Profit Organization's Use of Rooms at City Hall
- Discussion and Action on Memorandum of Understanding with the Lions Club for Soldier's & Sailor's Park – Include June Dairy Dates, both Saturday and Sunday in Agreement
- Discussion and Action on Shelters at Soldiers & Sailors Park – Rental History
- Discussion and Action on 650 N. Margaret Street Property Maintenance Violation Update
- Discussion and Action on Update of Multiple Purpose Bicycle and Pedestrian Trail Between the City of Markesan and Soldier's & Sailor's Park

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

Dated March 6, 2023
Elizabeth Amend, Clerk-Treasurer



Betsy Amend <bamend@markesanwi.gov>

Bulky Trash

1 message

Wed, Feb 22, 2023 at 9:24 AM

Todd Zamzow <tzamzow@markesanwi.gov>

To: Betsy Amend <bamend@markesanwi.gov>, Rachel Heiling <rheiling@markesanwi.gov>

I received a response from Waste Management about Bulky Trash pick-up. They have us scheduled for Friday April 28th (7am - 3 pm) and Saturday April 29th (8am - 2pm). I will stay in contact with them for deliveries and switch outs. I do believe that they will also have 1 employee on Saturday only.

Thanks Todd



Betsy Amend <bamend@markesanwi.gov>

Fwd: Re: Markesan Bulk Pick-up

1 message

Thu, Feb 9, 2023 at 12:06 PM

Todd Zamzow <tzamzow@markesanwi.gov>
To: Betsy Amend <bamend@markesanwi.gov>

Here is the response that I just received from Waste Management. I'm guessing that I will just plan a Friday and Saturday at the end of April.

----- Forwarded message -----

From: **Koehler, Chad** <ckoehler@wm.com>
Date: Thu, Feb 9, 2023 at 11:51 AM
Subject: RE: Re: Markesan Bulk Pick-up
To: Todd Zamzow <tzamzow@markesanwi.gov>

There would not be a reduction in price. The last 2 or 3 curbside cleanups were not charged to the City, so there has already been a savings of \$5,300 to \$7,200.

Chad Koehler
Senior Account Executive – Public Sector
Upper Midwest
ckoehler@wm.com

C: 262-307-9368
5509 Fuller St.
Schofield, WI 54476



Access WM 24/7
with My WM



From: Todd Zamzow <tzamzow@markesanwi.gov>
Sent: Thursday, February 9, 2023 11:48 AM
To: Koehler, Chad <ckoehler@wm.com>
Subject: [EXTERNAL] Re: Markesan Bulk Pick-up

Do we get a reduction in the price of the roll off? Fact being that if we were to order 8 roll off containers(\$2656), plus provide staffing and equipment we are over the cost of curbside pick-up(\$2700+). Our pick-ups varies between 10 and 12 ton and we are being told that each container can hold between 1.5 and 2 ton which brings us to minimum of 8 containers.

Thank you

Todd

On Wed, Feb 8, 2023 at 2:21 PM Koehler, Chad <ckoehler@wm.com> wrote:

Hi Todd,

We should be able to deliver roll offs prior to Friday and we could switch some out during the day on Friday. This way you would have empties available for Saturday as well. The cost would be \$332.00 per roll off, per haul. I am not sure how many containers you would need. In years past, the bulk events happened curbside. These were heavily abused and we often went back to the same address multiple times. Last year, Markesan averaged around 12 tons per event. Usually we would figure 1.5-2 tons per roll off container (varies based on density of material). It helps to smash the contents down with an end loader. WM may be able to assist with the event if we know the dates/times beforehand.

Thanks,

Chad Koehler
Senior Account Executive – Public Sector
Upper Midwest
ckoehler@wm.com

C: 262-307-9368
5509 Fuller St.
Schofield, WI 54476



Access WM 24/7
with My WM



From: Todd Zamzow <tzamzow@markesanwi.gov>
Sent: Wednesday, February 8, 2023 11:51 AM
To: Koehler, Chad <ckoehler@wm.com>
Cc: Guerrero, Marie <mguerre8@wm.com>; Wandling, Sarah <swandlin@wm.com>
Subject: [EXTERNAL] Markesan Bulk Pick-up

Good afternoon Chad,

I've been tasked with organizing bulk pick up here in Markesan. It is my understanding that you are transitioning away from trucks and going to roll off. According to our contract curbside pick up was at a cost of 2760 for this year or 332 for roll off dumpsters. My question(s) to you is during Covid or the last time roll offs were used, how many were used here in Markesan? If roll offs are used Friday and Saturday, would the full dumpsters on Friday be emptied Friday and returned that day? Also would WM provide an employee to help Friday and/or Saturday? If so is that an additional cost? Date(s) that we could have our bulk pick? As the city will need to provide staff both Friday and Saturday.

Thank you

Todd (Markesan Public Works Director)



Betsy Amend <bamend@markesanwi.gov>

Kiwains Bathroom

1 message

Todd Zamzow <tzamzow@markesanwi.gov>
To: Betsy Amend <bamend@markesanwi.gov>

Wed, Mar 1, 2023 at 11:59 AM

Here is the update for the Kiwains Bathroom.

Outside: will need to be painted, a vent added to the women's restroom, replace some fascia and update lighting under the awning. Replace some of the roof with new sheathing and shingles.

Inside: MENS sign for outside of door, enclosed light fixtures for both restrooms, paper towel dispensers for both restrooms and a deep cleaning.



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NON-PROFIT ORGANIZATION OCCUPANCY AGREEMENT

_____, acknowledges that the organization is storing items on City of Markesan property located at 150 S. Bridge Street, Markesan, Wisconsin, 53946.

The City is not charging a fee for said storage and the items being stored by the organization consist of the following: _____.

_____, agrees to indemnify and hold harmless the City of Markesan, and its employees, agents and representatives from any and all liability, loss or damage from the organization storing said items at said location. _____

acknowledges and agrees that the City of Markesan, its employees, agents and representatives, are not responsible in any way for any insurance on any personal property or items being stored at said premises.

_____ shall maintain an insurance policy to cover fire, theft, vandalism, on all items stored on the premises. If _____ does not have insurance _____ shall be considered "self-insured", and is responsible to itself for any losses that may occur.

_____ shall not store any of the following items: improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, any property which would result in the violation of any governmental laws.

_____ agrees that the City of Markesan and its employees, agents and representatives (including police and fire departments) shall have the right to enter the premises for the purposes of examining the unit, making repairs, and taking any action for the safety and preservation of the unit, and to secure compliance with any laws.

Either party may terminate this agreement at any time by giving written notice to the other party at least 15 days prior to the termination of the agreement.

Upon termination, _____ shall remove all personal property from the rental unit and immediately deliver possession of the unit to the City of Markesan in the same condition as originally used, reasonable wear and tear excepted.

Dated this ____ day of _____, 2023.

Organization

City of Markesan



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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 for both Saturday and Sunday of June Dairy Days weekend in Markesan.

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 ____ DAY OF _____, 2023

CITY OF MARKESAN

MARKESAN LION'S CLUB

Mayor

President

Clerk

Secretary

Approved by City Attorney
Dan Sondalle

Dated: _____

Prepared by: Rich Slate, Mayor of Markesan

2015 - 2022 Park Rentals

	2022	2021	2020	2019	2018	2017	2016	2015
Big Building Rent	21 \$1,725.00	27 \$2,050.00	11 \$555.00	23 \$1,570.00	16 \$880.00	20 \$1,280.00	18 \$1,280.00	20 \$1,180.00
Scout Cabin Rent	2 \$75.00	5 \$350.00	2 \$85.00	9 \$375.00	4 \$205.00	2 \$85.00	5 \$400.00	3 \$180.00
	\$1,800.00	\$2,400.00	\$640.00	\$1,945.00	\$1,085.00	\$1,365.00	\$1,680.00	\$1,360.00