



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

April 4, 2023

Immediately following Streets, Buildings & Utilities Meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Discussion and Action on Ness Electric Quote for the Cemetery Light for \$579.52
- Discussion and Action on Ness Electric Quote for the Kiwanis Park Bathroom Repairs for \$1,606.25

New Business

- Discussion and Action on Kiwanis Park – June Dairy Days
- Discussion and Action on Community Garden – Zanto Park

Old Business

- Discussion and Action on Dog Park Site Plan
- Discussion and Action 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 650 N. Margaret Street Property Maintenance Update
- Discussion and Action on Brush/Wood Chipper at Recycling Center

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 31, 2023
Elizabeth Amend, Clerk-Treasurer

RECEIVED MAR 30 2023

Ness Electric, Inc
 380 Enterprise Dr
 Markesan, WI 53946

Estimate

Date	Estimate #
3/23/2023	967

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

Project
Maintenance

Description	Qty	Rate	Total
Labor for one man to install light at cemetary.	1	90.00	90.00
LITH ESXF4ALO SWW2 UVOLT YS DDBM2 AREA LIGHT	1	489.52	489.52
			579.52
Labor for 2 men to install lights and hand dryer in Kiwani's Park bathroom.	3	180.00	540.00
2G Bell with 3/4" Holes	1	23.04	23.04
1G Bell Box 1/2" Hubs	1	12.28	12.28
WP 1G Blank Cover	1	10.51	10.51
2G WIU box cover	1	40.16	40.16
GFCI/TR Outlet	1	24.85	24.85
120V Swivel Mount Photo Eye	1	24.40	24.40
UWPLd3 140R9- 4' LED Wrap Light	4	184.9475	739.79
Miscellaneous Charges	1	191.22	191.22
			1,606.25

We appreciate the opportunity to provide an estimate!

Subtotal \$2,185.77

Sales Tax (5.5%) \$0.00

Total \$2,185.77

****Please note that prices and availability are subject to market changes.****

Rental Offices— Municipal Building



Physical Description

This main floor office space in the west wing of the Markesan Municipal Building is roomy, well lit, and gives tenants an opportunity to design their office space to fit their needs. Each office has been newly carpeted and painted. This wing has four single offices and six double suites with private baths. The single offices are approximately 15'10" x 16'3.5" and the double suites are 15'10" by 29'6". Restrooms are 7' by 6'6" with double entry doors. The single offices have one large picture window, while the double office suites have two.

Key Contact Information

For more information about leasing office space, please contact:

920.398.3031

Utilities

Water, sewer, electricity, and heat are included in the rental prices. Due to the current energy cost increases, the City reserves the right to charge a monthly surcharge to cover these increases. Telephone services and wiring is the tenant's responsibility.

Remodeling

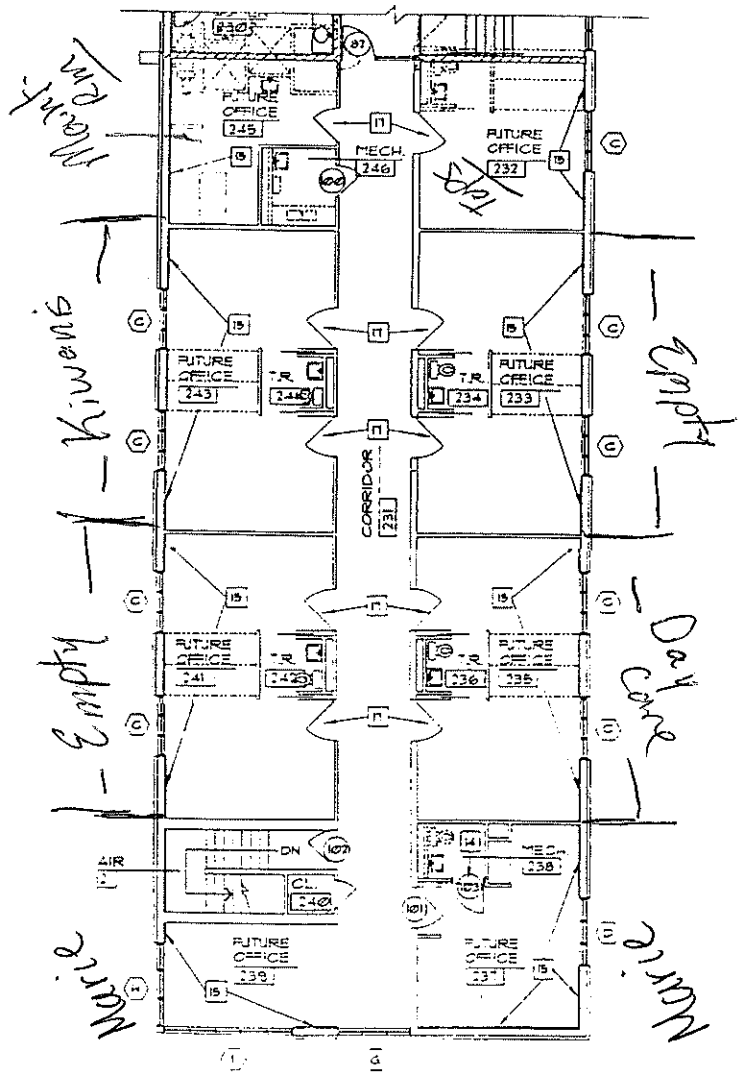
Any remodeling project or planned structural changes to the office space must be pre-approved by the City Council. The value of approved remodeling projects will be credited up to three month's rental value.

Keys

Upon signing the lease agreement, tenants will be given one set of keys to the Municipal Building front door and the west wing door. The tenant will be responsible for obtaining locks and keys for the leased offices.

Parking

Parking is available to the east of the Municipal Building and gives direct access to the front door and the west wing of the building.



TLB Wood Products LLC

N5624 County Road C
Seymour, WI 54165

Proposal

Proposal Number: 23-106
Proposal Date: January 18, 2023

Voice: 920-833-9031
Fax: 920-833-9032

Quoted To:

City of Markesan
Attn: Todd Zamzow
150 S Bridge St
PO Box 352
Markesan, WI 53946

Work to be performed at:
City of Markesan Recycle Center
N2298 Co Rd A
Markesan, WI 53946

Customer ID	Good Thru	Payment Terms	Sales Rep
MARKE	3/31/2023	Net 15	DSO

Description
<p>Fixed Estimate is as follows.</p> <ul style="list-style-type: none"> Grinding based on pile sizes on 1/10.2023 (Brush Pile per Todd Zamzow) w/ B66 1000HP Horizontal Grinder, Excavator or Front-End loader and Operator, with a little room for growth of pile until Grind this winter . <ul style="list-style-type: none"> Support of Front-end loader / operator from City of Markesan for pushing pile and material while grind is ongoing. Mobilization Move/ load & unload overweight/size Grinder & Excavator or Frontend loader to & From Site. Grinding to be done, Winter 2023, will coordinate with City for dates that work for all parties All ground material will reman at recycle yard All Fuel Included Plus Fuel Surcharge based on DOE \$2.85 per gallon base Pricing is very discounted for ongoing relationship for grinding services with City of Markesan Total Fixed estimate = \$9,975.00 (Plus Fuel surcharge) <p align="center">PROOF OF INSURANCE REQUIRED. ANY REPAIRS NEEDED ON MACHINE TO BE PAID FOR BY City of Markesan, WI (SEE BELOW)</p> <p>Materials to be ground are certified by owner to be free of contaminants, including but not limited to: metal, large objects, any foreign items that may cause damage to TLB Wood Products LLC equipment. Owner certifies that any damage to TLB Wood Products LLC equipment by said materials is at the cost of owner and/or his insurance. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over & above this estimate. All agreements contingent on accidents or delays are beyond our control. This proposal may be revoked if not accepted within 15 days. We reserve the right to recall this estimate within 5 business days in the event of an error.</p> <p>Term is Net 15. Service charges on amounts past due computed at 1.5% per month (18% per year)</p> <p>TLB Wood Products' acceptance of waste materials is conditioned on such material not constituting hazardous waste and/or subject to special treatment or disposal requirements as a result of hazardous constituents. Customer warrants and represents that the waste material provided to TLB Wood Products for processing is not contaminated in any fashion with hazardous materials and/or would not otherwise constitute hazardous waste under state or federal environmental laws. Customer agrees to indemnify and hold TLB Wood Products harmless from any costs and damages that may result if such waste material is non-conforming with the foregoing warranty and representation.</p>

Acceptance of Proposal (must be signed/dated and returned before work begins). The above is satisfactory and is hereby accepted.

Signature: _____ Date: _____

AGREEMENT FOR RECYCLING AND COMPOSTING SERVICES

This agreement entered into this 1st day of January, 2004 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 THREE – COMPOST PILE AND BRUSH COLLECTION

This agreement does not affect in any way the City of Markesan's compost and brush collection operations.

The City of Markesan will continue to operate a compost pile and brush collection site which will be open the same hours as the recycling center from April 1st through October 31st.

The costs of maintenance of these operations shall be the responsibility of the City of Markesan.

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 projected to be incurred during one year of operation for the collection facility for recyclable materials from household waste and each party's respective share are as follows:

<u>Item/Desc.</u>	<u>Projected Annual Cost</u>	<u>Markesan %</u>	<u>Mackford %</u>	<u>Green Lake %</u>	<u>Manchester %</u>
Labor	3800.00	25	25	25	25
Dumpster Rent	1800.00	0	25	50	25
DNR Fees	200.00	25	25	25	25
Phone/Electric	500.00	25	25	25	25
Heat	400.00	25	25	25	25
Snowplowing	300.00	25	25	25	25
License	<u>200.00</u>	25	25	25	25
TOTAL	7200.00				

- 5.2 It is projected that seven 30 yard dumpsters will be removed 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 Any costs which exceeds the projections in paragraph 5.1 above will be assessed against each party based on the percentage as indicated in paragraph 5.1 above.

5.7 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 make 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:

Patricia A. Prill
Patricia A. Prill, City Clerk
City of Markesan

FOR THE CITY OF MARKESAN
SIGNED BY:

Rich Slate
Rich Slate, Mayor
City of Markesan

ATTEST:

Nancy J. Zastrow
Nancy J. Zastrow, Town Clerk
Town of Green Lake

FOR THE TOWN OF GREEN LAKE
SIGNED BY:

James Fox
James Fox, Chairman
Town of Green Lake

ATTEST:

Delores Van Doren
Delores Van Doren, Town Clerk
Town of Mackford

FOR THE TOWN OF MACKFORD
SIGNED BY:

Orville Biesenthal
Orville Biesenthal, Chairman
Town of Mackford

ATTEST:

Corrine Krueger
Corrine Krueger, Town Clerk
Town of Manchester

FOR THE TOWN OF MANCHESTER
SIGNED BY:

Wallace Williams
Wallace Williams, Chairman
Town of Manchester



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



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

NON-PROFIT ORGANIZATION OCCUPANCY AGREEMENT

MARKESAN KIWANIS CLUB, 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: _____.

MARKESAN KIWANIS CLUB, 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. MARKESAN KIWANIS CLUB

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.

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

MARKESAN KIWANIS CLUB 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.

MARKESAN KIWANIS CLUB 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, MARKESAN KIWANIS CLUB 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

MARKESAN KIWANIS CLUB AGREES TO NOT STORE THEIR EQUIPMENT AND SUPPLIES IN SUCH A MANNER THAT COULD DAMAGE OR DESTROY CITY OF MARKESAN'S FURNISHINGS, FIXTURES OR ROOM SURFACES.