



CITY OF MARKESAN COMMON COUNCIL
Markesan City Hall

AGENDA

August 8, 2023
7:00 PM

1. Preliminaries
 - 1.1. Call to Order
 - 1.2. Roll Call by the Clerk-Treasurer
 - 1.3. Pledge of Allegiance
 - 1.4. Citizen's Comments
2. Approval & Review of Minutes, Reports, & Correspondence
 - 2.1. Approve Common Council Minutes – July 11, 2023
 - 2.2. Approve Keep Markesan Grand Minutes – July 25, 2023
 - 2.3. Approve Planning Commission Minutes – July 18, 2023
 - 2.4. Approve July Police Report & August Schedule
 - 2.5. Approve Finance, Personnel & Safety Minutes – June 6, 2023
 - 2.6. Approve COW Finance, Personnel & Safety Minutes and Finance COW Closed Session Minutes – August 1, 2023
 - 2.7. Public Property & Health Minutes – August 1, 2023
 - 2.8. Streets, Buildings & Utilities Minutes – August 1, 2023
 - 2.9. July Library Director's Report and Markesan Library Board Minutes – July 20, 2023
3. Approval of Claims:
 - 3.1. City Checks #37898-37935, Electronic Payments #EFT 100, 1390-1402, Direct Deposits # 5776-5825, and Utility Checks #13174-13184
 - 3.2. File July 2023 Treasurer's Report for Audit
4. New Business
 - 4.1 Discussion and Action to Approve the 2023 Deer Management Program
 - 4.2 Discussion and Action on Corn Roast Donation of \$750.00
 - 4.3 Discussion and Action on Malcahy Shaw Water Invoice for \$5,629.00 for WWTP Flow Meter System
 - 4.4 Discussion and Action on the GFL Solid Waste Midwest, LLC Contract for Residential Municipal Solid Waste and Recycling Collection Services Starting January 1, 2024
 - 4.5 Approval of Operator License for the period ending 6/30/24: Thalia N. Leffel, Nicole M. Walker and Michael L. Werth
5. Closed Session: Public Works Assistant Position
The Common Council may, by roll call vote, convene in Closed Session, pursuant to Wis. Stats. 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of a public employee over which the governmental body has jurisdiction or exercises responsibility, after which they will immediately reconvene in Open Session pursuant Wis. Stats. 19.85(2)
6. Schedule Future Meetings and Agenda Items
7. Adjournment

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen's Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

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.

CITY OF MARKESAN COMMON COUNCIL
Markesan City Hall

July 11, 2023

MINUTES

1. Preliminaries

- 1.1 Meeting was called to order by Mayor Rich Slate at 7:00 pm.
- 1.2 Present were Ald. Abendroth, Ald. Prill, Ald. Lager, Ald. Thiem, Mayor Slate, Ald. Glisch and Ald. Triemstra. Kirsten Radtke from Berlin Journal and Clerk-Treasurer Betsy Amend.
- 1.3 Pledge of Allegiance
- 1.4 Citizen's comments: None

2. Approval & Review of Minutes, Reports & Correspondence

- 2.1 After review, motion Triemstra/Prill to approve the June 13, 2023 Common Council minutes as presented; motion carried 6-0.
- 2.2-2.6 After review of all items, motion Triemstra/Glisch to approve the Joint Review Board Minutes of June 13, 2023, June Police Report & July Schedule, Streets, Building & Utilities minutes of July 6, 2023, Public Property & Health minutes of July 6, 2023, June Library's Director's Report and Markesan Library Board minutes of June 15, 2023; motion carried 6-0.

3. Approval of Claims:

- 3.1 The Finance, Personnel & Safety Committee reviewed City and Utility checks and recommended approval to the Council. Motion Prill/Triemstra to approve the following vouchers as presented: City Checks #37857-37897, electronic payments #EFT 1381-1389, and direct deposits #5725-5775 in the amount of \$625,681.76, and Utility Checks #13160-13173 in the amount of \$41,033.62; motion carried 6-0 on a roll call vote.
- 3.2 After review, by consensus the June 2023 Treasurer's Report was filed for audit.

4. New Business

- 4.1 Motion Thiem/Lager to approve the Skid Steer quote of \$5,100 from Mid-State Equipment; motion carried 6-0 on a roll call vote.
- 4.2 Repair benches at Kiwanis Park, not to exceed \$500: No action taken.
- 4.3 Motion Abendroth/Glisch to approve Ordinance No. 272 Amendment to allow golf carts in the city cemeteries; motion carried 6-0 on a roll call vote.
- 4.4 Motion Prill/Lager to waive the reading and approve Resolution No. 02-2023 CMAR Report for the year 2022 correcting the resolution number; motion carried 6-0 on a roll call vote.
- 4.5 Motion Triemstra/Thiem to approve the new machine maintenance technician position to John Huhndorf and to allow up to 50 hours for the remaining of year 2023 only; motion carried 6-0 on a roll call vote.
- 4.6 Motion Thiem/Triemstra to approve Nick Buwalda as the authorized grave digger for the cemetery; motion carried 6-0.
- 4.7 Motion Abendroth/Thiem to approve Jeff Heberer's review and raise of \$1.00 effective June 1, 2023 with retro pay issued; motion carried 6-0 on a roll call vote.
- 4.8 Motion Prill/Glisch to approve hiring Heather Hamer as a crossing guard at the current rate; motion carried 6-0 on a roll call vote.
- 4.9 Motion Triemstra/Thiem to approve Mayor Slate to have the Dog Days of Summer Fundraising event downtown on July 14, 2023; motion carried 6-0.
- 4.10 Motion Prill/Triemstra to accept Chris Wolf's resignation and to thank him for his time with the City; motion carried 6-0.
- 4.11 Motion Triemstra/Abendroth to approve the advertising of the Public Works Assistant position in the Berlin Journal, Ripon Commonwealth and Indeed and to publish until the position is filled; motion carried 6-0.

4.12 Following discussion, motion Prill/Lager to grant Soda Water licenses to the Lake House ending June 30, 2024; motion carried 6-0.

4.13 Motion Prill/Thiem to grant Operator's License for the period ending 6/30/24 per the recommendation of Chief Pflum to Jared M Schreiber; motion carried 6-0.

Schedule Future Meetings and Agenda Items. The following meetings were scheduled: Finance, Personnel & Safety – August 1, 2023 at 6:00 PM at City Hall; Streets, Building & Utilities – August 1, 2023 immediately following Finance, Personnel & Safety meeting at City Hall; Public Property & Health – August 1, 2023 immediately following Streets, Buildings & Utilities meeting; and Common Council – August 8, 2023, 7:00 PM at City Hall. The Finance Committee of the Whole meeting – August 22, 2023 at City Hall to discuss the 2024 budget.

5. **Adjournment.** Motion Triemstra/Glisch to adjourn; motion carried 6-0. The meeting adjourned at 7:23 PM.

Respectfully submitted,

Elizabeth A. Amend, Clerk-Treasurer

KEEP MARKESAN GRAND COMMITTEE

July 25, 2023
10:30 a.m.

The **Keep Markesan Grand Committee** meeting was called to order by Chairman Will Pflum on July 25, 2023 at 10:39 a.m. at City Hall. Members in attendance were Chairman Pflum, Betsy Amend, Rachel Heiling and Pat Prill.

Old Business:

Follow-up to Property Maintenance letters sent to:

- a. 325 E John St – Previous response from property owner indicated property is to be sold. Follow-up letter will be sent requesting update on status of property sale, including timetable of when sale will be and who is contact person in the future.
- b. 210 N Margaret St – We will do a review of the property to see whether broken windows have been repaired, and weeds/tall grass removed.
- c. 651 W John St – Previous correspondence with property owner has not been accepted. Additional letter will be hand delivered to property owner indicating ordinance violations.
- d. 75 N Main St – Streets & Building Committee gave property owner until August 1, 2023 to rectify concerns at property. We are referring this back to Streets & Building for further action.
- e. 14 W Water St – It was noted the building permit for this property has expired. Property will be re-evaluated to see what has been done and what needs to be done to address ordinance violations.

Update Regarding Previous Areas of Concern – No action.

New Business:

New Areas of Concern – An updated list of concerns throughout the City was presented and discussed. Letters will be sent to property owners.

Punch List of City Owned Areas of Concern - Discussion was held regarding whether additional items should be included on the list. The Committee is requesting that the large pothole in the driveway on the north side of City Hall leading to the front door of City Hall be addressed immediately.

As there was no further business to come before the Committee, motion was made by Pat/Rachel to adjourn. Motion carried. Meeting adjourned at 11:20 a.m.



Pat Prill, Secretary

Planning Commission Meeting

July 18, 2023 @ 6:00 PM

Markesan City Hall

With a Quorum present, the meeting was called to order at 6:00 PM and Roll Call completed by sign in.

Motion to recommend approving Kent and Jessica Kastenschmidt proposed CSM combining Hollander Street lots 495 and 505 by Dolgner/Triemstra. Motion passed.

With no other business before the committee, the meeting adjourned at 6:15 PM.

Respectfully submitted by

A handwritten signature in black ink that reads "Rich Slate". The signature is written in a cursive, slightly slanted style. Below the signature is a horizontal line.

Rich Slate, Chairperson

Finance, Personnel & Safety Committee
City Council Chambers
June 6, 2023

Chairperson Mayor Slate called the meeting to order at 7:08 pm.

Roll call completed by sign-in.

No Citizen's Comments.

No Emergency Management Director report.

Motion to approve vouchers and forward them to Council for payment by Abendroth/Glisch. Motion carried.

Reviewed Police Report - no action.

Motion to hire Heather Hamer as a crossing guard at the customary wage by Abendroth/Prill. Motion carried.

Motion to accept Chris Wolf's resignation by Prill/Glisch. Motion carried.

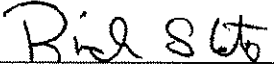
Motion to allow the Mayor to hold a fundraiser on the downtown district on July 14, 2023 from 4:30 pm to 8 pm. Motion carried.

Motion to approve creating a Machine Maintenance Position with up to 50 hours of time allotted to the position by Abendroth/Glisch. Motion carried.

Motion to go into closed session per WI Statute 19.85(1)(c) to complete performance evaluations after which the committee will immediately adjourn by Prill/Abendroth.

Meeting adjourned at 7:54 pm.

Respectfully submitted by



Rich Slate, Chairperson

Finance, Personnel & Safety Committee
"Committee of the Whole"
City Council Chambers
August 1, 2023

Chairperson Mayor Slate called the meeting to order at 6:00 pm.

Roll call completed by sign-in.

No Citizen's Comments.

Mike gave an update on the last storm as his director's report.

Motion to approve vouchers and forward them to Council for payment by Abendroth/Prill. Motion carried.

Reviewed Police Report - no action.

Motion to send the Recycling Center Township Agreement to Public Property with direction to include adding brush removal costs to the contract by Prill/Treimstra. Motion carried.

Motion to recommend the GFL Solid Waste and Recycling contract to Council by Abendroth/Prill. Motion carried.

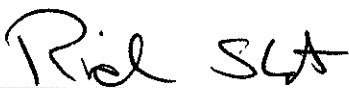
[Note: question as to when the City received the WM bid and if a late bid disqualifies them from consideration.]

Motion to approve a \$750 donation to the corn roast by Treimstra/Lager. Motion carried.

Motion to go into closed session per WI Statute 19.85(1)(c) to consider employment after which the committee will reconvene into open session Treimstra/Prill. Motion carried by roll call vote.

Motion to adjourn at 7:54 pm by Treimstra/Thiem. Motion carried.

Respectfully submitted by



Rich Slate, Chairperson

PUBLIC PROPERTY & HEALTH COMMITTEE
Markesan City Hall
August 1, 2023
Immediately Following Streets, Building & Utilities Committee

MINUTES

Call to Order at 7:03 p.m.

Roll Call by Sign-in – Adam, Clint, Pat, Mike, and Rich.

Public Works Report
No report

Old Business:

- **650 N. Margaret Street Property Maintenance Update - Following discussion regarding additional maintenance issues at the property, a motion was made by Adam/Mike to contact the property owner via correspondence to thank her for the painting of the house, and inquire how she will be addressing the additional items of concern. Motion carried.**
- **Update on Public Works Punch List – No action.**

New Business:

- **Items for Bidding on Public Works Punch List – Motion was made by Rich/Clint to have Todd bid out the following projects for 2024:
Repair/replace driveway at old cemetery
Removal of tree stumps (east side old cemetery, City Hall, Kiwanis Park)
Repairs to Kiwanis warming shelter (roof, & electric)
Painting of Kiwanis Park 2 shelters and restrooms
Repair of garage adjacent to Library
Painting of City Garage**
- **Air Conditioning and Heat Zoning in City Hall – Motion was made by Rich/Adam to have Todd inspect the City Hall to determine why there is such a great discrepancy and temperature variation throughout the building. Motion carried.**

As there was no further business to come before the Committee, motion was made by Rich/Adam to adjourn. Motion carried. Meeting adjourned at 7:18 p.m.

Respectfully Submitted

Pat Prill, Chairman

STREETS, BUILDINGS & UTILITIES COMMITTEE
Markesan City Hall

August 1, 2023

Immediately Following Finance, Personnel & Safety Committee

MINUTES

Call to Order - At 6:50 pm.

Roll Call – All members present.

Citizen's Comments – None.

Public Works Report

Water & Sewer Department Report – Jeff provided 2 quotes for an Effluent Flow Meter. Motion by Rich & 2nd by Dennis to accept the bid from MSW for \$5,629.00. Motion passed all ayes.

New Business

- Discussion and Action on Raze Order for 111 S. High Street Barn – Motion made by Rich & 2nd by Dave to contact the owner and get copy of contract with date of work to start, if not received the city will get bids for the raze. Motion passed.
- Discussion and Action on Timeline for Sidewalk Assessments – No action moved to next meeting.

Old Business

- Discussion and Update on 531 W. John St., Lot 3 Property Maintenance – New Owner – After discussion, motion by Rich & 2nd by Clint to have Betsy send a letter to correct the problems and report by September 2023 to council.
- Motion passed all ayes.

Review Land Use Permits

Adjournment – Motion by Dennis & 2nd by Rich to adjourn at 7:02 pm.

Respectfully Submitted

Dave Abendroth

Markesan Public Library Report – July 2023

Our Summer Reading events have been very well attended! Rebecca Weiss of AVES Wildlife Alliance led a program, “Aerial Predators” on Tuesday, June 13th at 4:30 pm. She brought in an eastern screech owl, a peregrine falcon, a red-tailed hawk, and a kestrel. It was a fascinating presentation about the special adaptations that set apart raptors from other birds. We had 27 adults and 25 children in attendance. Dinosaur Dimensions on Tuesday, June 20th was a big hit with children. Kids were able to meet lifelike dinosaur puppets of a baby Tyrannosaurus rex, a triceratops, a velociraptor and a pteranodon. 30 adults and 16 children were there.

The school group story times are doing very well, thanks to the efforts of Karen Jensen, our library assistant. They will wrap up with the end of summer school. She’s also been doing special story times for Young Stars Child Care, which will continue through August. Between these groups, there were 231 participants! There were 20 new library cards created, too. Besides supporting a lifelong love of reading, hopefully this will also increase our circulation totals. Val Glover conducted another afternoon storytime on July 13th at 4:30 pm, about bees and honey. Between adults and children, there were 28 participants!

“The Wacky World of Wesley Waffles” was a musical program for children on Monday, July 17th at 11:30 am. There were 15 children and 7 adults in attendance. While lower than hoped, I would consider it as having done well, considering that 2 different churches had VBS programs running on the same day. Older children will get to make tie-dye shirts, bags, and pillowcases on Thursday, July 20 at 3:30 pm. We’ll also have a day on Tuesday, June 25 where patrons can drop in to help make tie blankets that we’ll donate to local nursing homes. The Book Club will meet on Wednesday, July 26 at 6:00 pm to talk about “After You” by Jojo Moyes, the sequel to last month’s selection.

I’m leaning towards Martin Systems for our fire alarm maintenance company. Their annual inspection fee would be \$331.50 to inspect both fire extinguishers and alarms. I reached out to Johnson Controls, but haven’t heard back. From what I can gather, they were only doing inspections and not actually monitoring our equipment.

Since the last board meeting, we’ve received donations from the Francis R. & Ruth E. Oberreich Foundation, the Kiwanis Club of Markesan, and special giveaway prizes from the Mike Glod Agency, American Family Insurance. The library is so grateful for the community’s generosity and support of the Summer Reading Program!

Sincerely,

Vanessa Meyer—Markesan Public Library

Markesan Public Library
Board of Trustees
July 20, 2023

Draft Minutes

I. Call to Order: The meeting was called to order at 4:15 p.m. by Jill Worden. Trustees present: Jill Worden, Beth Kazda, Joan Slate, Nancy Kirst, Pat Prill, and Director Vanessa Meyer.

II. Approval of Minutes: Motion was made by Kirst/Kazda to approve the minutes of June 15, 2023. Motion carried.

III. Input from Public: None

IV. Financial Report: Beth presented the financial report. Motion was made by Slate/Prill to approve payment of this month's bills as presented along with the bill from the City of Markesan in the amount of \$1269.47 for accounting services, supplies & maintenance. Motion carried.

Motion was made by Prill/Worden to proceed with the filing of appropriate authorization to include Vanessa on all accounts at Horicon Bank. Motion carried.

Discussion was held regarding online banking vs. paper statements after which a motion was made by Slate/Prill to pay the \$5.00 month service charge to receive paper statements. Motion carried.

V. President's Report: Jill indicated she had received an inquiry regarding an ad for the hiring of a library director position. Since no ads should still be running to fill this position Vanessa will check on where this ad may be appearing and remove it.

VI. Director's Report: Vanessa reported that attendance at "The Wacky World of Wesley Waffles" was less than anticipated. – possibly because it was scheduled too early in the day.

Vanessa is working on the preliminary budget – wage increases, utilities, etc. still need to be determined.

Discussion was held on the maintenance of our fire alarms and extinguishers. More information needs to be obtained. Pat will supply Vanessa with information relating to a company used by the Historical Society. No action.

Motion was made by Prill/Slate to replace the 2 exhaust fans in the 2 restrooms at a cost of \$325. Motion carried,

VII. Committee Reports: Nancy presented several ideas the committee is suggesting – paint the west wall in the Children’s Area to match the rest of the area; guidance on the size of the new table and whether it will be permanent or removable, types of seating needed; possible stencil “wording” on the wall by the Circulation Area; possibility of building a Demco Reading Nook; placement of bulletin boards by the circulation desk; and the return of the new rug to the upstairs (with the use of rug tape to hold the sides down).

VIII. Old Business: No Action.

IX. New Business: Motion was made by Slate/Kazda to contact Monte Drager of New Beginnings, to paint the west wall of the Children’s Area to just past the entryway. Motion carried,.

As there was no further business to come before the Board, motion was made by Worden/Slate to adjourn. Motion carried. Meeting adjourned at 5:10 p.m. Next meeting will be Thursday, August 17, 2023 at 4:15 p.m.

Respectfully Submitted,



Pat Prill, Secretary

August 1, 2023

TO: CLERK-TREASURER
FROM: FINANCE, PERSONNEL & SAFETY COMMITTEE

Please be advised we have reviewed the following vouchers, found them to be in order, and recommend to the Common Council that authorization for payment be approved:

CITY CHECKS: 37898 - 37935	\$	94,823.90
DD #5776 - 5825	\$	34,344.35
EFT #1390 - 1402 AND EFT 100	\$	46,293.39
TOTAL	\$	175,461.64
UTILITY CHECKS: #13174 - 13184	\$	35,347.81
TOTAL	\$	35,347.81

With the exception of:

Signed:

**City of Markesan
Voucher List
July 6 - 31, 2023**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>
100	07/18/2023	WINDYWARES-JBL AWARDS LLC	Dog Park plaque grand champion	-45.00
EFT-1390	07/06/2023	WISCONSIN DEPT. OF REVENUE	6/30/23 PR	-1,961.86
EFT-1391	07/06/2023	EMPOWER RETIREMENT (WDC)	6/30/23 PR	-168.00
EFT-1392	07/06/2023	EMPOWER RETIREMENT (WDC)	6/30/23 PR	-948.00
EFT-1393	07/06/2023	INTERNAL REVENUE SERVICE	6/30/23 PR	-5,732.56
EFT-1394	07/06/2023	WRS (Wisconsin Retirement System)	June 2023 Retirement	-10,814.39
EFT-1395	07/18/2023	EMPOWER RETIREMENT (WDC)	7/14/23 PR	-822.00
EFT-1396	07/18/2023	EMPOWER RETIREMENT (WDC)	7/14/23 PR	-42.00
EFT-1397	07/18/2023	INTERNAL REVENUE SERVICE	7/14/23 PR	-6,350.64
EFT-1398	07/18/2023	WISCONSIN DEPT. OF REVENUE	7/14/23 PR	-1,089.89
EFT-1399	07/19/2023	STATE OF WI HEALTH INS	AUGUST 2023 HEALTH INS	-17,621.02
EFT-1400	07/19/2023	DELTA DENTAL OF WISCONSIN	DELTA VISION AUGUST 2023	-41.16
EFT-1401	07/19/2023	DELTA DENTAL OF WISCONSIN	SUPPLEMENTAL DENTAL PLAN AUGUST 2023	-342.38
EFT-1402	07/26/2023	CITGO	July 2023 Fuel	-314.49
			TOTAL EFT PAYMENTS	-46,293.39
DD5776	07/14/2023	Corson, Amy M	Direct Deposit	-115.43
DD5777	07/14/2023	Koos-Abendroth, Cheryl A	Direct Deposit	-38.80
DD5778	07/14/2023	Moore, Kari S	Direct Deposit	-19.39
DD5779	07/14/2023	Olson, Clyde A	Direct Deposit	-174.54
DD5780	07/14/2023	Panten, Beth M	Direct Deposit	-358.78
DD5781	07/14/2023	Phippen, Henry	Direct Deposit	-289.69
DD5782	07/14/2023	Slate, Rich	Direct Deposit	-461.75
DD5783	07/14/2023	Zacharias, Carmen J	Direct Deposit	-9.70
DD5784	07/14/2023	Amend, Elizabeth A	Direct Deposit	-1,241.33
DD5785	07/14/2023	Behike, Ryan R	Direct Deposit	-1,748.60
DD5786	07/14/2023	Chisnell, Gerald	Direct Deposit	-138.53
DD5787	07/14/2023	Galkowski, Jackson T	Direct Deposit	-1,157.19
DD5788	07/14/2023	Glover, Valerie	Direct Deposit	-111.05
DD5789	07/14/2023	Heberer, Jeffrey	Direct Deposit	-1,899.94
DD5790	07/14/2023	Heiling, Addie A	Direct Deposit	-76.30
DD5791	07/14/2023	Heiling, Rachel	Direct Deposit	-647.53
DD5792	07/14/2023	Huhndorf, John E	Direct Deposit	-608.21
DD5793	07/14/2023	Knaub, Sharilyn J	Direct Deposit	-247.47
DD5794	07/14/2023	Krombos, Kailie M	Direct Deposit	-36.02
DD5795	07/14/2023	Mace, Matthew R	Direct Deposit	-1,330.62
DD5796	07/14/2023	McLean, Cody	Direct Deposit	-1,618.53
DD5797	07/14/2023	Meyer, Vanessa K	Direct Deposit	-433.35
DD5798	07/14/2023	Pflum, William	Direct Deposit	-1,552.65
DD5799	07/14/2023	Plagenz-Jensen, Karen C	Direct Deposit	-472.90
DD5800	07/14/2023	Shin, Hanul	Direct Deposit	-101.73
DD5801	07/14/2023	Sippel, Christina J	Direct Deposit	-29.10
DD5802	07/14/2023	Stellmacher, Nancy J	Direct Deposit	-394.77
DD5803	07/14/2023	Wolf, Christopher N	Direct Deposit	-2,278.52

**City of Markesan
Voucher List
July 6 - 31, 2023**

DD5804	07/14/2023	Zamzow, Todd B	Direct Deposit	-1,361.86
DD5805	07/28/2023	Amend, Elizabeth A	Direct Deposit	-1,241.33
DD5806	07/28/2023	Behike, Ryan R	Direct Deposit	-1,611.64
DD5807	07/28/2023	Chisnell, Gerald	Direct Deposit	-138.52
DD5808	07/28/2023	Galkowski, Jackson T	Direct Deposit	-1,219.08
DD5809	07/28/2023	Glover, Valerie	Direct Deposit	-162.07
DD5810	07/28/2023	Heberer, Jeffrey	Direct Deposit	-1,813.55
DD5811	07/28/2023	Heiling, Addie A	Direct Deposit	-33.90
DD5812	07/28/2023	Heiling, Rachel	Direct Deposit	-633.36
DD5813	07/28/2023	Huhndorf, John E	Direct Deposit	-781.31
DD5814	07/28/2023	Knaub, Sharilyn J	Direct Deposit	-418.85
DD5815	07/28/2023	Krombos, Kailie M	Direct Deposit	-39.02
DD5816	07/28/2023	Mace, Matthew R	Direct Deposit	-1,551.16
DD5817	07/28/2023	McLean, Cody	Direct Deposit	-1,355.28
DD5818	07/28/2023	Meyer, Vanessa K	Direct Deposit	-589.63
DD5819	07/28/2023	Pflum, William	Direct Deposit	-1,552.66
DD5820	07/28/2023	Plagenz-Jensen, Karen C	Direct Deposit	-493.10
DD5821	07/28/2023	Shin, Hanul	Direct Deposit	-50.87
DD5822	07/28/2023	Sippe, Christina J	Direct Deposit	-36.35
DD5823	07/28/2023	Stellmacher, Nancy J	Direct Deposit	-256.65
DD5824	07/28/2023	Wilderman, James H	Direct Deposit	-49.87
DD5825	07/28/2023	Zamzow, Todd B	Direct Deposit	-1,361.87
			TOTAL DIRECT DEPOSIT	-34,344.35
37898	07/11/2023	HORICON BANK VISA	Amazon / QuickBooks	-3,575.56
37899	07/11/2023	NATIONAL FLAGPOLE	Cemetery Flagpole	-9,845.00
37900	07/11/2023	THEDA CARE LABORATORIES	Blood Draw	-170.00
37901	07/13/2023	ACTION APPRAISERS & CONSULTANT	2023 3rd Quarter Maintenance	-1,500.00
37902	07/13/2023	AIRGAS USA, LLC	Cylinder Rental	-34.98
37903	07/13/2023	BALLWEG IMPLEMENT	Parts for John Deere Tractor	-475.97
37904	07/13/2023	EMC INSURANCE	Property & Liability / Workers Comp	-4,435.65
37905	07/13/2023	LAKESIDE MUNICIPAL COURT	Payment from Gavin Biesenthal	-218.50
37906	07/13/2023	MARKESAN LUMBER	S&S Supplies	-61.44
37907	07/13/2023	MID-STATE EQUIPMENT	Bobcat Skidsteer	-5,100.00
37908	07/13/2023	SECURIAN FINANCIAL GROUP, INC.	August 2023 Life Ins Premium	-108.85
37909	07/13/2023	SHELL FLEET	June 2023 Fuel	-876.59
37910	07/13/2023	SONDALLE LAW OFFICE	June 2023 Legal Services	-218.75
37911	07/13/2023	WASTE MANAGEMENT CORPORATE SERVICES	July 2023 Trash & Recycling / Bulk-Pick Up	-10,202.97
37912	07/17/2023	GRAND RIVER FIRE DISTRICT	2023 Fire Dues	-4,375.67
37913	07/17/2023	MARKESAN, CITY OF-PETTY CASH	Postage	-35.13
37914	07/17/2023	SECURIAN FINANCIAL GROUP, INC.	JULY ACCIDENT INS 2023 - 76038	-53.66
37915	07/18/2023	ALLIANT ENERGY/WP&L	June - July 2023 Electric Bills	-2,261.23
37916	07/18/2023	VERIZON WIRELESS	July - Aug 2023 Cell Phone	-92.45
37917	07/25/2023	ERGO BANK OF MARKESAN	Payoff for Dodge Charger 2019	-5,682.77
37918	07/25/2023	ERGO BANK OF MARKESAN	Principal payment to new 2023 Durango	-21,281.24
37919	07/26/2023	COAST TO COAST SOLUTIONS	Stickers / Evidence Bags / Tape	-840.35
37920	07/26/2023	PFLUM, WILLIAM A.	Reimb / Freezer Pops (Pops w/ Police)	-19.65

City of Markesan
Voucher List
July 6 - 31, 2023

37921	07/26/2023	PRE-EMPLOYMENT FUND	July 2023 Pre Employment / Galkowski	-128.20
37922	07/26/2023	WE ENERGIES	June - July 2023 Gas Bills	-104.85
37923	07/26/2023	WELLS FARGO REMITTANCE CENTER	Google / Amazon	-1,739.65
37924	07/26/2023	WI DEPARTMENT OF JUSTICE	TIME Billing	-231.00
37925	07/31/2023	BERLIN JOURNAL NEWSPAPERS	PW Ad / Council / Painting Bid	-1,234.00
37926	07/31/2023	BRIGHTSPEED	July - Aug 2023 Phone / Internet	-419.51
37927	07/31/2023	CENTURYLINK BUSINESS SERVICES	June - July 2023 Phone / Internet	-452.88
37928	07/31/2023	COMPLETE OFFICE OF WISCONSIN	Supplies	-150.72
37929	07/31/2023	GENERAL ENGINEERING CO., INC.	2025 Project / Inspections / Landfill Monitoring	-3,869.15
37930	07/31/2023	GRAND RIVER FIRE DISTRICT	Incident Charges / Operating Budget	-12,232.00
37931	07/31/2023	GREEN LAKE COUNTY TREASURER	2023 Spillman	-1,892.12
37932	07/31/2023	MID-AMERICAN RESEARCH CHEMICAL	Garbage Bags	-187.30
37933	07/31/2023	RIPON COMMONWEALTH PRESS	PW Assistant Ad	-303.44
37934	07/31/2023	SHRED-IT USA	Shredding Service	-92.03
37935	07/31/2023	ERGO BANK OF MARKESAN	WRS Loan - Payment #62	-320.64
			TOTAL CHECK PAYMENTS	-94,823.90
			TOTAL PAYMENTS	-175,461.64

Markesan Utilities
Voucher List
July 6 - 31, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>
13174	07/18/2023	ALLIANT ENERGY/WP&L	June - July 2023 Electric Bill	-3,259.57
13175	07/18/2023	MODERN RENTALS, INC	Saw	-265.00
13176	07/25/2023	WISCONSIN RURAL WATER ASSOC.	Heberer & Mace / 2023 Expo	-170.00
13177	07/26/2023	MARKESAN, CITY OF	July 2023 PR Reimb	-16,642.67
13178	07/26/2023	WE ENERGIES	June - July 2023 Gas Bills	-27.54
13179	07/31/2023	BRIGHTSPEED	July - Aug 2023 Phone / Internet	-190.56
13180	07/31/2023	CORE & MAIN	Supplies	-44.36
13181	07/31/2023	L W ALLEN, INC.	Pump Base at Willow Ct	-7,214.08
13182	07/31/2023	MARKESAN, CITY OF	June 2023 Expense Reimb	-7,005.36
13183	07/31/2023	NORTH CENTRAL LABS, INC.	Supplies	-353.22
13184	07/31/2023	USA BLUEBOOK	Supplies	-175.45
			TOTAL CHECK PAYMENTS	-35,347.81
			TOTAL PAYMENTS	-35,347.81

City of Markesan Treasurer's Report Budget vs. Actual January through July 2023

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100000 · Taxes				
4133000 · PILOT's Water Dept	0.00	60,000.00	-60,000.00	0.0%
4111000 · City Taxes & Overrun	588,420.62	588,421.00	-0.38	100.0%
4112000 · TIF Increment	0.00	105,000.00	-105,000.00	0.0%
4114000 · Mobile Home Fees	172.91	325.00	-152.09	53.2%
4132000 · PILOT's MRH	9,053.69	12,000.00	-2,946.31	75.4%
4180000 · Interest on Taxes	91,586.56	1,000.00	90,586.56	9,158.7%
4190000 · State Personal Prop Aid	4,635.18	4,635.18	0.00	100.0%
4195000 · State TID Personal Prop Aid	4,110.31	4,110.31	0.00	100.0%
Total 4100000 · Taxes	697,979.27	775,491.49	-77,512.22	90.0%
4200000 · Special Assessments				
4220000 · Sidewalk Assessment Loan	0.00	13,334.00	-13,334.00	0.0%
4230000 · Sidewalk Assessments	0.00	6,666.00	-6,666.00	0.0%
Total 4200000 · Special Assessments	0.00	20,000.00	-20,000.00	0.0%
4300000 · Intergovernmental Revenues				
4341000 · Shared Revenue	80,071.06	438,011.68	-357,940.62	18.3%
4342000 · Fire Dues	4,375.67	3,600.00	775.67	121.5%
4343000 · Exempt Comp Aid	3,888.15	3,888.15	0.00	100.0%
4344000 · Lottery Credit- Mobil Home	67.62			
4352100 · Police Training	375.00			
4352300 · Police Grants	1,422.34			
4353100 · Transportation Aids	73,412.55	97,870.61	-24,458.06	75.0%
4354500 · Recycling Grant	5,880.55	5,900.00	-19.45	99.7%
Total 4300000 · Intergovernmental Revenues	169,492.94	549,270.44	-379,777.50	30.9%
4400000 · Licenses & Permits				
4410100 · Alcohol Licenses	3,020.00	3,000.00	20.00	100.7%
4410200 · Operator's Licenses	1,115.00	1,300.00	-185.00	85.8%
4410300 · Soda Water Licenses	85.00	90.00	-5.00	94.4%
4410400 · Cigarette Licenses	300.00	375.00	-75.00	80.0%
4410500 · Other Business Lic.	50.00	200.00	-150.00	25.0%
4410900 · Cable Franchise Fees	300.00	1,200.00	-900.00	25.0%
4420000 · Dog Licenses (City)	915.28	925.00	-9.72	98.9%
4430000 · Building Permits	3,305.00	4,000.00	-695.00	82.6%
4440000 · Land Use Permits	390.00	250.00	140.00	156.0%
4450000 · MDM Hunter Permit Fee	0.00	200.00	-200.00	0.0%
Total 4400000 · Licenses & Permits	9,480.28	11,540.00	-2,059.72	82.2%
4500000 · Fines, Forfeits & Penalties				
4510000 · Ordinance Violations	8,080.01	9,000.00	-919.99	89.8%
4510100 · Parking Violations	320.00	600.00	-280.00	53.3%
4500000 · Fines, Forfeits & Penalties - Other	-218.50			
Total 4500000 · Fines, Forfeits & Penalties	8,181.51	9,600.00	-1,418.49	85.2%
4600000 · Public Charges for Services				
4610000 · Clerk-Treas Fees	665.00	1,200.00	-535.00	55.4%
4610100 · Publication Fees	168.00	250.00	-82.00	67.2%
4621000 · Police Dept Fees	750.00	250.00	500.00	300.0%
4632200 · Snow Removal Fees	0.00	250.00	-250.00	0.0%
4643500 · Recycle Fees	2,681.87	3,400.00	-718.13	78.9%
4644000 · Weed Control Charges	133.33	350.00	-216.67	38.1%
4654000 · Cemetery Sales	0.00	750.00	-750.00	0.0%
4672000 · Park Shelter Use	1,250.00	1,700.00	-450.00	73.5%
4674300 · Comm Ctr Use	400.00	150.00	250.00	266.7%
Total 4600000 · Public Charges for Services	6,048.20	8,300.00	-2,251.80	72.9%
4700000 · Intergov't Charges for Services				
4732100 · School Liason	35,406.00	61,000.00	-25,594.00	58.0%
4734100 · Recycle Ctr-Towns	4,987.50	9,500.00	-4,512.50	52.5%
4739100 · Crossing Guard Reimb	0.00	5,500.00	-5,500.00	0.0%
Total 4700000 · Intergov't Charges for Services	40,393.50	76,000.00	-35,606.50	53.1%
4800000 · Miscellaneous Revenue				
4811000 · Interest-City Investments	6,039.33	1,500.00	4,539.33	402.6%
4820000 · Rent-Muni Bldg	9,450.00	16,200.00	-6,750.00	58.3%
4820100 · Rent-Land	2,051.25	3,600.00	-1,548.75	57.0%
4820200 · Rent-Cell Tower	7,980.79	11,475.00	-3,494.21	69.5%
4840900 · Ins Dividends	1,893.00	2,000.00	-107.00	94.7%

City of Markesan
Treasurer's Report Budget vs. Actual
 January through July 2023

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
4850000 · Donations	2,291.19	5,000.00	-2,708.81	45.8%
4850025 · Connolly Memorial Cemetery Fund	500.00			
4850030 · Dog Park Donations	880.00	60,000.00	-59,120.00	1.5%
4850060 · Luminary Bag Donation	695.00			
4850100 · Police Donations	20.00	3,000.00	-2,980.00	0.7%
4890100 · Wage Carryover from 2022	0.00	30,000.00	-30,000.00	0.0%
4890000 · Exp Reimb-All Types	24,206.03	2,500.00	21,706.03	968.2%
Total 4800000 · Miscellaneous Revenue	56,006.59	135,275.00	-79,268.41	41.4%
Total Income	987,582.29	1,585,476.93	-597,894.64	62.3%
Gross Profit	987,582.29	1,585,476.93	-597,894.64	62.3%
Expense				
5100000 · General Government				
5100100 · W&S Expense Reimb	-9,316.54			
5100111 · Accts Rec - W&S Wages	-713.36			
5100112 · Accts Rec - W&S WRS	421.03			
5100114 · Accts Rec - W&S Insurance	-249.02			
5100200 · Library Expense Reimb	-2,292.84			
5110000 · Legislative				
5110111 · Council	1,520.00	11,000.00	-9,480.00	13.8%
5110211 · Mayor	3,000.00	9,400.00	-6,400.00	31.9%
5111011 · Committees	0.00	400.00	-400.00	0.0%
Total 5110000 · Legislative	4,520.00	20,800.00	-16,280.00	21.7%
5130000 · Legal				
5130021 · City Atty-General	956.25	1,800.00	-843.75	53.1%
5130121 · City Atty-Prosecution	1,512.50	1,000.00	512.50	151.3%
5130221 · Legal Fees-Special	100.00			
5131021 · Muni Code Updates	995.00	995.00	0.00	100.0%
Total 5130000 · Legal	3,563.75	3,795.00	-231.25	93.9%
5140000 · General Administration				
5141011 · Legislative Support-Wages	3,708.25	17,500.00	-13,791.75	21.2%
5141025 · Legislat. Support-Training/Dues	20.00			
5141032 · Legislative Support-Publication	4,193.25			
5142011 · General Admin-Wages	14,794.25	34,500.00	-19,705.75	42.9%
5142021 · General Admin-Outside Services	259.26			
5142025 · General Admin-Training/Dues	485.81			
5142031 · General Admin-Office Supplies	2,579.84			
5142033 · General Admin-Mileage	123.80			
5143011 · Elections-Wages	3,322.77	5,500.00	-2,177.23	60.4%
5143032 · Elections-Publication	238.30			
5143034 · Elections-Supplies	558.08			
5144011 · Licensing & Permits-Wages	1,658.50	3,500.00	-1,841.50	47.4%
5144032 · Licensing & Permits-Publication	210.00			
Total 5140000 · General Administration	32,152.11	61,000.00	-28,847.89	52.7%
5150000 · Financial Administration				
5150011 · General Accounting-Wages	10,154.20	21,000.00	-10,845.80	48.4%
5150034 · General Accounting-Supplies	1,654.16			
5150521 · Independent Audit	10,894.40	10,300.00	594.40	105.8%
5151113 · Medicare (default)	5,092.30	8,200.00	-3,107.70	62.1%
5151213 · Social Security	15,158.09	27,500.00	-12,341.91	55.1%
5151314 · Health Insurance	83,283.09	156,000.00	-72,716.91	53.4%
5151414 · Life Insurance	291.99	700.00	-408.01	41.7%
5151611 · Paid Time Off (PTO)-Wages	41,463.44			
5152012 · Wisconsin Retirement System	25,924.26	42,000.00	-16,075.74	61.7%
5155011 · Property Assessment-Wages	0.00	6,400.00	-6,400.00	0.0%
5155021 · Prop. Assmnt.-Outside Services	4,822.18			
5155111 · Prop Tax Collection-Wages	1,045.25	4,000.00	-2,954.75	26.1%
5155121 · Prop Tax Collection-Outside Ser	422.62			
5156005 · Prop & Liability Ins	18,716.68	25,500.00	-6,783.32	73.4%
5156100 · Workers Comp - Calculated	119.68			
5156105 · Workers Comp	7,611.63	11,500.00	-3,888.37	66.2%
5156205 · Employee Bonds	0.00	900.00	-900.00	0.0%
5156305 · Unemployment Taxes	10.98			
Total 5150000 · Financial Administration	226,664.95	314,000.00	-87,335.05	72.2%
5160000 · Municipal Building				
5160011 · Municipal Building-Wages	5,947.09			
5160021 · Municipal Building-Outside Serv	1,910.39			
5160022 · Municipal Building-Utilities	17,206.75			
5160023 · Municipal Building-Repairs&Supp	1,307.81			

City of Markesan Treasurer's Report Budget vs. Actual January through July 2023

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
5160000 · Municipal Building - Other	0.00	50,000.00	-50,000.00	0.0%
Total 5160000 · Municipal Building	26,372.04	50,000.00	-23,627.96	52.7%
Total 5100000 · General Government	281,122.12	449,595.00	-168,472.88	62.5%
5160520 · Bank Service Charges	94.37			
5200000 · Public Safety				
5210000 · Law Enforcement				
5210001 · Police Administration				
5210011 · Police Admin-Wages	37,117.47			
5210019 · Police Admin-Uniforms	921.21			
5210022 · Police Admin-Utilities	3,362.35			
5210023 · Police Admin-Grant Expense	2,654.60			
5210034 · Police Admin-Supplies	2,903.87			
5210035 · Police Admin - Donations	1,660.00			
5210040 · Police Admin - Playground Don.	1,018.63			
5210001 · Police Administration - Other	0.00	87,400.00	-87,400.00	0.0%
Total 5210001 · Police Administration	49,638.13	87,400.00	-37,761.87	56.8%
5212000 · Police Patrol				
5212011 · Police Patrol-Wages	79,884.42			
5212021 · Police Patrol-Outside Services	2,615.12			
5212022 · Police Patrol-Utilities	606.44			
5212023 · Police Patrol-Repairs/Supplies	4,872.02			
5212033 · Police Patrol-Fuel/Miles	4,008.77			
5212000 · Police Patrol - Other	0.00	195,000.00	-195,000.00	0.0%
Total 5212000 · Police Patrol	91,984.77	195,000.00	-103,015.23	47.2%
5213021 · Police Criminal Inv-Suppl/Serv	846.50	1,500.00	-653.50	56.4%
5214025 · Police Training	963.00	1,300.00	-337.00	74.1%
Total 5210000 · Law Enforcement	143,432.40	285,200.00	-141,767.60	50.3%
5219000 · School Crossing Guard	7,449.76	11,000.00	-3,550.24	67.7%
5220000 · Fire Protection				
5220021 · Fire Dept-Annual Budget	30,043.67	24,625.00	5,418.67	122.0%
5220022 · Water Hydrant Rental	0.00	113,750.00	-113,750.00	0.0%
5220034 · Fire Dept-Incident Charges	904.91			
Total 5220000 · Fire Protection	30,948.58	138,375.00	-107,426.42	22.4%
5240021 · Building Inspection	7,741.80	12,500.00	-4,758.20	61.9%
5290000 · Other Public Safety				
5290011 · Emergency Govt-Wages	0.00	2,200.00	-2,200.00	0.0%
5290022 · Emergency Govt-Utilities	455.20	1,900.00	-1,444.80	24.0%
5290023 · Emer Govt-Supp., Equip & Repair	700.33	4,270.00	-3,569.67	16.4%
Total 5290000 · Other Public Safety	1,155.53	8,370.00	-7,214.47	13.8%
Total 5200000 · Public Safety	190,728.07	455,445.00	-264,716.93	41.9%
5300000 · Public Works				
5310000 · Streets Administration				
5310005 · Streets Admin-CDL Testing	1,172.95			
5310011 · Streets Admin-Wages	4,518.75			
5310021 · Streets Admin-Outside Services	1,147.58			
5310000 · Streets Administration - Other	0.00	7,000.00	-7,000.00	0.0%
Total 5310000 · Streets Administration	6,839.28	7,000.00	-160.72	97.7%
5311000 · Public Works Shop				
5311011 · PW Shop-Wages	2,089.83			
5311022 · PW Shop-Utilities	3,214.44			
5311033 · PW Shop-Fuel	250.46			
5311034 · PW Shop-Supplies/Tools	1,732.66			
5311000 · Public Works Shop - Other	0.00	10,200.00	-10,200.00	0.0%
Total 5311000 · Public Works Shop	7,287.39	10,200.00	-2,912.61	71.4%
5312000 · Public Works Mach & Equip				
5312011 · PW Mach & Equip-Wages	9,555.54			
5312023 · PW Mach & Equip-Repair/Supplies	14,112.26			
5312033 · PW Mach & Equip-Fuel	1,690.60			
5312000 · Public Works Mach & Equip - Other	0.00	36,000.00	-36,000.00	0.0%
Total 5312000 · Public Works Mach & Equip	25,358.40	36,000.00	-10,641.60	70.4%

City of Markesan Treasurer's Report Budget vs. Actual January through July 2023

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
5331000 · Road Maintenance				
5331011 · Road Maintenance-Wages	771.93			
5331033 · Road Maintenance-Fuel	288.18			
5331000 · Road Maintenance - Other	0.00	10,650.00	-10,650.00	0.0%
Total 5331000 · Road Maintenance	1,060.11	10,650.00	-9,589.89	10.0%
5331100 · Curbs & Gutters				
5331111 · Curbs & Gutters-Wages	150.15			
5331100 · Curbs & Gutters - Other	0.00	500.00	-500.00	0.0%
Total 5331100 · Curbs & Gutters	150.15	500.00	-349.85	30.0%
5331200 · Traffic Signs & Markings				
5331211 · Traffic Signs, Markings-Wages	1,145.09			
5331223 · Traffic Sign & Mark-Repair/Supp	564.15			
5331200 · Traffic Signs & Markings - Other	0.00	2,000.00	-2,000.00	0.0%
Total 5331200 · Traffic Signs & Markings	1,709.24	2,000.00	-290.76	85.5%
5331300 · Bridges & Culverts	0.00	1,000.00	-1,000.00	0.0%
5331900 · Snow & Ice Control				
5331911 · Snow & Ice Control-Wages	12,755.39			
5331933 · Snow & Ice Control-Fuel	3,342.24			
5331934 · Snow & Ice Control-Supplies	8,538.11			
5331900 · Snow & Ice Control - Other	0.00	26,000.00	-26,000.00	0.0%
Total 5331900 · Snow & Ice Control	24,635.74	26,000.00	-1,364.28	94.8%
5342022 · Street Lighting	7,745.32	24,000.00	-16,254.68	32.3%
5343100 · Sidewalks				
5343111 · Sidewalks-Wages	749.16			
5343100 · Sidewalks - Other	0.00	20,000.00	-20,000.00	0.0%
Total 5343100 · Sidewalks	749.16	20,000.00	-19,250.84	3.7%
5344000 · Storm Sewers				
5344111 · Storm Sewers-Wages	405.43			
5344000 · Storm Sewers - Other	0.00	250.00	-250.00	0.0%
Total 5344000 · Storm Sewers	405.43	250.00	155.43	162.2%
5344100 · Street Cleaning	916.95	1,700.00	-783.05	53.9%
5345000 · Parking Lots				
5345011 · Parking Lots-Wages	431.65			
5345000 · Parking Lots - Other	0.00	500.00	-500.00	0.0%
Total 5345000 · Parking Lots	431.65	500.00	-68.35	86.3%
5362000 · Sanitation/Trash				
5362011 · Sanitation/Trash-Wages	4,067.15			
5362021 · Sanitation/Trash-Outside Serv.	39,477.40			
5362000 · Sanitation/Trash - Other	0.00	74,000.00	-74,000.00	0.0%
Total 5362000 · Sanitation/Trash	43,544.55	74,000.00	-30,455.45	58.8%
5363100 · Landfill Monitoring	2,424.45	4,200.00	-1,775.55	57.7%
5363500 · Recycling Center				
5363511 · Recycling Center-Wages	3,550.40			
5363523 · Recycling Center-Markesan	11,072.25			
5363533 · Recycling Center-Fuel	125.24			
5363500 · Recycling Center - Other	103.78	7,500.00	-7,396.22	1.4%
Total 5363500 · Recycling Center	14,851.67	7,500.00	7,351.67	198.0%
5363521 · Recycling-Curbside	16,051.49	27,500.00	-11,448.51	58.4%
5363600 · Recycling Center-Mackford	753.18	1,700.00	-946.82	44.3%
5363700 · Recycling Center-Manchester	753.19	1,700.00	-946.81	44.3%
5363800 · Recycling Center-Green Lake	1,467.20	2,600.00	-1,132.80	56.4%
5364000 · Weed Control				
5364011 · Weed Control-Wages	1,158.86			
5364034 · Weed Control-Supplies	161.00			
5364000 · Weed Control - Other	0.00	1,700.00	-1,700.00	0.0%
Total 5364000 · Weed Control	1,319.86	1,700.00	-380.14	77.6%
Total 5300000 · Public Works	158,454.41	260,700.00	-102,245.59	60.8%
5400000 · Health & Human Services				
5490000 · Cemetery				
5491011 · Cemetery-Wages	5,842.38			

City of Markesan Treasurer's Report Budget vs. Actual January through July 2023

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
5491022 · Cemetery-Utilities	161.54			
5491033 · Cemetery-Fuel	164.68			
5491034 · Cemetery-Supplies	44.72			
5491035 · Connolly Memorial Cemetery Exp	9,845.00			
5490000 · Cemetery - Other	0.00	16,000.00	-16,000.00	0.0%
Total 5490000 · Cemetery	16,058.32	16,000.00	58.32	100.4%
Total 5400000 · Health & Human Services	16,058.32	16,000.00	58.32	100.4%
5500000 · Culture, Rec & Educ				
5510000 · Library				
5511011 · Library-Wages	1,238.75			
5511021 · Library-Annual Budget	52,041.75			
5510000 · Library - Other	0.00	69,389.00	-69,389.00	0.0%
Total 5510000 · Library	53,280.50	69,389.00	-16,108.50	76.8%
5520000 · Parks				
5520011 · Parks-Wages	5,094.39			
5520022 · Parks-Utilities	2,210.35			
5520023 · Parks-Repairs/Supplies	4,045.05			
5520033 · Parks-Fuel	311.36			
5520100 · Parks - Dog Park Expense	45.00			
5520200 · Parks - Comm. Garden Expense	7.39			
5520000 · Parks - Other	0.00	18,000.00	-18,000.00	0.0%
Total 5520000 · Parks	11,713.54	18,000.00	-6,286.46	65.1%
5530000 · City Events/Banners				
5530011 · City Events/Banners-Wages	2,430.88			
5530000 · City Events/Banners - Other	0.00	3,100.00	-3,100.00	0.0%
Total 5530000 · City Events/Banners	2,430.88	3,100.00	-669.12	78.4%
5530100 · Summer Rec Program	2,000.00	2,000.00	0.00	100.0%
5531000 · Events Comm. (Special Events)	1,874.52	6,000.00	-4,125.48	31.2%
Total 5500000 · Culture, Rec & Educ	71,299.44	98,489.00	-27,189.56	72.4%
5600000 · Conservation & Development				
5670000 · Advertising & Promotion	0.00	150.00	-150.00	0.0%
5671000 · Industrial Park Development	168.26			
5671021 · TIF Fees	1,250.00			
5690000 · Zoning & Development	0.00	250.00	-250.00	0.0%
5691000 · Mapping	0.00	50.00	-50.00	0.0%
Total 5600000 · Conservation & Development	1,416.26	450.00	966.26	314.7%
5900000 · Debt Service				
5912000 · 2018 Bond Issue Princ.				
5912100 · 2018 Bond Issue Fees	0.00	850.00	-850.00	0.0%
5912000 · 2018 Bond Issue Princ. - Other	110,000.00	110,000.00	0.00	100.0%
Total 5912000 · 2018 Bond Issue Princ.	110,000.00	110,850.00	-850.00	99.2%
5916000 · Principal Long-Term Debt	2,017.83	3,511.00	-1,493.17	57.5%
5926000 · Interest Long Term Debt	226.65	249.00	-22.35	91.0%
5926250 · 2018A Bond Issue Interest	16,585.00	31,932.50	-15,347.50	51.9%
5927000 · Patrol Car Principal Loan	8,312.78	5,496.80	2,815.98	151.2%
5927500 · Patrol Car Interest Loan	257.45	278.12	-20.67	92.6%
Total 5900000 · Debt Service	137,399.71	152,317.42	-14,917.71	90.2%
6000000 · Capital Outlay				
6576450 · Employee Wage Contingency Fund	0.00	15,000.00	-15,000.00	0.0%
6576550 · Outlay - Dog Park	0.00	60,000.00	-60,000.00	0.0%
6571400 · Outlay - City Hall	0.00	10,000.00	-10,000.00	0.0%
6571900 · Outlay - General Acctg Admin	780.00	5,000.00	-4,220.00	15.6%
6572200 · Outlay - Fire Department	0.00	5,000.00	-5,000.00	0.0%
6572900 · Outlay - Emergency Govt	0.00	3,000.00	-3,000.00	0.0%
6573240 · Outlay - Machines & Equipment	5,100.00			
6573270 · Outlay - Garages & Sheds	0.00	5,000.00	-5,000.00	0.0%
6573310 · Outlay - Streets	0.00	17,376.00	-17,376.00	0.0%
6573320 · Outlay - 2022 Streets Project	484,741.54			
6573340 · Outlay - 2025 Streets Project	21,028.80			
6573460 · Outlay - Parking Lots	0.00	1,500.00	-1,500.00	0.0%
6574200 · Outlay - Recycling Center	0.00	5,000.00	-5,000.00	0.0%
6575100 · Outlay - Cemetery	0.00	9,000.00	-9,000.00	0.0%
6576100 · Outlay - Library	0.00	800.00	-800.00	0.0%
6576200 · Outlay - Parks	0.00	10,104.51	-10,104.51	0.0%

11:52 AM

08/03/23

Accrual Basis

City of Markesan
Treasurer's Report Budget vs. Actual
January through July 2023

	<u>Jan - Jul 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6576500 · Outlay - Walking Path	560.00	5,700.00	-5,140.00	9.8%
Total 6000000 · Capital Outlay	512,210.34	152,480.51	359,729.83	335.9%
Total Expense	1,368,783.04	1,585,476.93	-216,693.89	86.3%
Net Ordinary Income	-381,200.75	0.00	-381,200.75	100.0%
Net Income	<u>-381,200.75</u>	<u>0.00</u>	<u>-381,200.75</u>	<u>100.0%</u>

The effluent flow meter at the treatment plant is malfunctioning. It will not give an accurate rate of flow or total flow. We report effluent parameters to the DNR monthly and those parameters are calculated using our flow. There is a influent and effluent flow meter which are calibrated yearly and should be within a couple thousand gallons each day. Now the meters are anywhere from 50 thousand to 120 thousand gallons off. I had mulcahy shaw look at the flow meters and they determined the effluent meter was bad. It is 26 years old. The influent meter was replaced in May of 2022. The quotes I received are for the same meter as the influent. I would like to get the flow meter from Mulcahy Shaw since they are the cheaper quote and they do our yearly calibrations.



MULCAHY SHAW WATER

QUOTATION

Quote Number: 15279
Quote Date: Jul 10, 2023

Mulcahy Shaw Water, Inc

N57 W6316 Center Street
Cedarburg, WI 53012

Voice: 262-241-1199
Fax: 262-241-4997
info@mulcahyshaw.com

Shipping: FOB Factory

Freight: Not Included

Bill To:

Markesan Wastewater Department
PO Box 352
Markesan, WI 53946

Ship To:

Markesan Wastewater Department
461 W. Manchester
Markesan, WI 53946

Jeff Heberer

920-979-0271

markesan001@centurytel.net

Quoted By	Good Thru	Payment Terms	Delivery
Mark Duerr	8/9/23	Net 30 Days	See Below

Quantity	Item	Description	Unit Price	Amount
1.00	68-4310-000	Isco Signature Ultrasonic flow meter system uses a non-contacted TIENet ultrasonic sensor to measure liquid level and stored in flash memory.	4,520.00	4,520.00
1.00	60-4304-006	TIENet 308 analog 4-20mA output option card, two independent channels	459.00	459.00
1.00	Start Up	Initial Programming & Training	650.00	650.00

Plus Freight Costs:

Please make Purchase Order to Mulcahy Shaw Water, Inc

Plus Sales Tax/ Tax Exempt Required

Subtotal	5,629.00
Sales Tax	
TOTAL	5,629.00



Betsy Amend <bamend@markesanwi.gov>

Contract

1 message

Jason Johnson <j.johnson@gflenv.com>
To: Betsy Amend <bamend@markesanwi.gov>

Wed, Aug 2, 2023 at 4:23 PM

Attached is the contract based on a 5-year term; in the event the City chooses the 7 year option we can update accordingly.

Jason

Jason Johnson | Govt Contracts Mgr
GFL Environmental
W144 S6350 College Ct., Muskego, WI 53150
| C (262) 893-9156 | j.johnson@gflenv.com | www.gflenv.com

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 **2024 City of Markesan Contract.docx**
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**AGREEMENT FOR
RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES
AND DISPOSAL**

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this "Agreement") made and entered into on the 8th day of August, 2023, (the "Effective Date") by and between the City of Markesan, a municipality of the State of Wisconsin and, by and through its City Council ("City") and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste and recyclables generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, the Contractor submitted a proposal to City (the "Proposal") and such Proposal has been accepted by the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement.

1.4 “C&D Materials” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid.

1.6 “City” means the City of Markesan which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or otherwise publicly- owned, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

1.9 “Customer” means the owner and/or occupant of a Residential Premises.

1.10 “Disabled Person” means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 “Force Majeure” means any act, event, or condition having a direct material adverse effect on Contractor’s ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor’s reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 “Garbage” means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 “Hazardous Waste” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the

environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1-#5 (e.g., milk jugs, laundry detergent bottles, soda, and water bottles); and steel containers (tin cans). Recyclables specifically does not include, and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 “Residential Premises” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Solid Waste” has the meaning set forth previously in Section 1.12.

1.21 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, bulky waste, white goods, waste tires, used oil, lead-acid batteries, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps, or any other material banned from Wisconsin landfills.

1.22 “Term” has the meaning set forth below in Section 2.4.

1.23 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans,

compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees, and tree stumps.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the City and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and, Recyclables by Contractor from the Residential Premises, located in the City (collectively, the "Services"). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste and Recyclables by Contractor shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on January 1, 2024, and expiring on December 31, 2027 (the "Initial 2030 or 2028")

(5 year or 7 year)

Term"). By mutual agreement of both parties, this Agreement may be extended for periods not to exceed five (5) years.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided.

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated day and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.3 Bulky Waste Bulky Waste placed outside of the Cart and placed roadside shall not be collected by Contractor from the Residential Premises that generated such Bulky Waste.

3.1.4 Bulky Waste Collection Event Contractor shall provide an annual Bulky Waste Collection Event on a date that is mutually acceptable between the City and Contractor. The Bulky Waste Collection Event shall be at a centralized location in the City, that is mutually agreed upon by the City and Contractor. Contractor shall provide three (3) containers that are no less than thirty (30) cubic yards in capacity. Customers shall be permitted to dispose of Residential Solid Waste, Construction materials, or any other items allowed for disposal in landfills licensed by the State of Wisconsin. These services shall be provided to the City at no additional expense to the City. Any additional containers may be requested by the City for additional events or service needs at a cost of \$275 per container plus a Solid Waste Disposal Fee \$52 per ton; the pricing described shall be subject to the annual fee adjustment per section 5.2.

3.1.5 Disposal of Waste. Contractor shall deliver all Residential Solid Waste and Recyclables collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.6 City-Owned Facilities. Contractor shall provide collection services at the following City-owned facilities without additional charges to the City:

Police Station	(1) Trash Cart and (1) Recycling Cart
City Hall	(1) Trash Cart and (1) Recycling Cart
City Garage	(1) Trash Cart and (1) Recycling Cart
Library	(1) Trash Cart and (1) Recycling Cart
Fire Station	(1) Trash Cart and (1) Recycling Cart
Hein Park	(2) Trash Cart and (1) Recycling Cart
City Hall	(1) 4yd trash container, (1) 2yd recycling container
Waste Water Treatment Plant	(1) 4yd trash container,
Recycling Center	(5) 8yd recycling containers, serviced weekly

3.2 Carts

Contractor shall supply the City with Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the City and Residential Premises to properly use and safeguard the Carts. Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. The City and each Customer has the care, custody, and control of any Cart, and each shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge City for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$85. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. This charge shall be directly to the Residential Unit at an annual rate. Carts shall remain the property of the Contractor during the term of this agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service

must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1. Collection Services under this Agreement shall not start before 6:00 a.m. nor continue after 6:00 p.m. each day and no collection shall take place on any Sunday.

3.5.2. The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the City.

3.6 Routes of Collection.

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections.

3.7.1. Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2. In the case of alleged missed scheduled collections (a "Missed Collection"), or any other complaint, Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all complaints from Residential Premises and rectifying the complaints with the Customer located at the Residential Premises. In the event the complaint received by the Contractor from a Customer is a Missed Collection and the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the City or the Customer, Contractor shall collect the Residential Solid Waste or Recyclables from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the City or its employees, agents or representatives, Contractor shall have the right to charge, and the City agrees to pay, the Service Fees for the additional pickup by Contractor. Contractor shall provide equitable credits to the City for any complaints not resolved as described above within 24 hours if Missed Collection was due to Contractor's failure to perform services.

3.8 Collection Equipment and Personnel

3.8.1. The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance

with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. If the Cart to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the City agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste and Recyclables shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the City shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the City and the person or entity collecting the debris in the aftermath of a natural disaster to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance with Law; Permits.

The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The City

shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

Section 4.0 – City Responsibilities

4.1 Service Referrals

The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.3 Compliance With law

The City shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1. Beginning on January 1, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The City shall pay the Service Fees to Contractor within thirty-one (31) days of receipt of Contractor's monthly invoice.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the City's current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the City then a physical unit count conducted jointly between the City and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the City to Contractor monthly, based on the additions or removals of Residential Units.

5.2 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be increased annually on the anniversary date each calendar year beginning in 2024, by the greater of either (a) 2.5% or (b) 100% of the annual Consumer Price Index report as provided by the U.S. Bureau of Labor Statistics (CPI-U, Midwest), but shall not exceed 9%. The City agrees that Contractor may also increase or decrease rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change in Law," whether imposed retroactively or prospectively. A Change In Law means any amendment

to, or promulgation of any federal, state, City, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, processing of Recyclables (see Exhibit 1), or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor.

5.3 Fuel Surcharge.

Contractor shall, on a monthly basis, add a Fuel Surcharge or Rebate to the City's invoice for services performed as part of this Agreement. The Fuel Surcharge will be based on the Midwest On-Highway Diesel (Midwest (PADD 2) price as published on the last Monday of every month by the United States government, which data is available on the internet at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm. The Fuel Surcharge will be based on rolling average prices for the prior month. The Fuel Surcharge shall be calculated as follows: For every \$0.25 increase in the average price of fuel for the prior month over \$5 per gallon, the total invoiced amount shall be increased by 1%; for every \$0.25 decrease below \$2.25 per gallon, there shall be a 1% decrease. For example, if the average price of fuel for the prior month is \$5.27 per gallon, then the Fuel Surcharge would be 1% of the total amount invoiced.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, insurers and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act, failure to act, or intentional conduct of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages to the extent they result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party. The City will indemnify, defend, and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives, and employees from and against any and all Damages, arising out of the negligent act or failure to act of the City Parties or any breach by the City of any covenant, agreement, obligation, representation or warranty set forth herein; provided, however, that nothing herein shall require the City to indemnify, defend, or hold harmless the Contractor from any such Damages to the extent they result from, are due to, or arise in connection with the acts of, or any failure to act by Contractor.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the City to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide City with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Bulky Waste and Recyclables to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1. Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.1.2. The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2. Events of Default by City The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof;

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law

or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the other would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the other. Therefore, the parties agree that each party shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the other and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which each party may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4. Force Majeure

In the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2

and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Markesan
City Clerk
150 S Bridge St
Markesan, WI 53946

As to Contractor:

GFL Environmental
N7296 County V
Horicon, WI 53032
Attn: Municipal Market Manager or General Manager

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and

their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations The City represents and warrants to Contractor and covenants and agrees as follows:

- (a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council and adopted this 8th day of August, 2023.

(b) The City validly exists as a political subdivision under the laws of the State of Wisconsin. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the City.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF MARKESAN

Name: _____

Title: _____

Witness: _____

Title: _____

GFL SOLID WASTE MIDWEST LLC

Name: _____

Date: _____

Title: _____

EXHIBIT A

Monthly rate for weekly residential solid waste service \$9.99 per month per Residential Premises

Monthly rate for bi-weekly residential recycling service \$6.48 per month per Residential Premises

30yd Haul Rate: \$275 per container

Solid Waste Disposal Rate: \$52 per ton