



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

CITY OF MARKESAN COMMON COUNCIL

Markesan City Hall

AGENDA

September 12, 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 and Common Council Closed Session Minutes – August 8, 2023
 - 2.2. Approve COW Finance, Personnel & Safety Minutes – August 22, 2023
 - 2.3. Approve Dog Park Committee Minutes – August 24, 2023
 - 2.4. Approve Deer Management Committee Minutes – August 31, 2023
 - 2.5. Approve August Police Report & September Schedule
 - 2.6. Approve Finance, Personnel & Safety Minutes – September 5, 2023
 - 2.7. Approve Public Property & Health Minutes – September 5, 2023
 - 2.8. Approve Streets, Buildings & Utilities Minutes – August 1, 2023
 - 2.9. Approve August Library Director's Report and Markesan Library Board Minutes – August 24, 2023
3. Approval of Claims:
 - 3.1. City Checks #37936-37994, Electronic Payments #EFT 1403-1422, Direct Deposits # 5826-5869, and Utility Checks #13185-13204
 - 3.2. Approve and File August 2023 Treasurer's Report for Audit
4. Old Business
 - 4.1 Discussion and Action to Approve the 2023 Deer Management "Horn-et Award"
 - 4.2 Discussion and Action on the GFL Solid Waste Midwest, LLC Contract for Residential Municipal Solid Waste and Recycling Collection Services Starting January 1, 2024
5. New Business
 - 5.1. Discussion and Action on the City's Halloween Date and Time
 - 5.2. Appoint New Member for the Deer Management Committee
 - 5.3. Discussion and Action on the Bid from Pat's Tire Sales for \$7,325.00 for Pay Loader Tires to be installed at City garage
 - 5.4. Discussion and Action on the Bid from Asphalt Specialist for \$6,600 for the blacktop work on City Hall parking lot, sinkhole at S. Main & John St, and street patch at Grand & W. Charles St.
 - 5.5. Discussion and Action on Dog Park Fence Purchase
 - 5.6. Update on Grand River Bookkeeper's Lease
 - 5.7. Discussion and Action on Bid from New Beginnings Custom Painting for the Scout Cabin at Soldier's & Sailor's Park for \$6,000
 - 5.8. Discussion and Action on the Recommendation from the Planning Commission to Approve the CSM for 495 and 505 Hollander Street: Combining Two Lots to Become One Lot
 - 5.9. Approval of Operator License for the period ending 6/30/24: Kimberly A Timm
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

August 8, 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 Prill/Triemstra to approve the July 11, 2023 Common Council minutes as presented; motion carried 6-0.
- 2.2-2.9 After review of all items, motion Triemstra/Thiem to approve the Keep Markesan Grand Minutes of July 25, 2023, Planning Commission Minutes of July 18, 2023, July Police Report & August Schedule, Finance, Personnel & Safety Minutes of July 6, 2023 (Corrected the date from June 6), COW Finance, Personnel & Safety Minutes and Closed Session COW Finance, Personnel & Safety Minutes of August 1, 2023, Streets, Building & Utilities minutes of August 1, 2023, Public Property & Health minutes of August 1, 2023, July Library's Director's Report and Markesan Library Board minutes of July 20, 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 #37898-37935, electronic payments #EFT 100, 1390-1402, and direct deposits #5776-5825 in the amount of \$175,461.64, and Utility Checks #13174-13184 in the amount of \$35,347.81; motion carried 6-0 on a roll call vote.
- 3.2 After review, by consensus the July 2023 Treasurer's Report was filed for audit.

4. New Business

- 4.1 Motion Thiem/Abendroth to approve the 2023 Deer Management Program with adding the "Horn-et Award", which entails harvesting 2 doe and then eligible to harvest a buck; motion carried 6-0.
- 4.2 Motion Prill/Thiem to approve the Corn Roast donation of \$750.00; motion carried 6-0.
- 4.3 Motion Triemstra/Lager to approve the Malcahy Shaw invoice for \$5,629.00 for the WWTP Flow Meter System; motion carried 6-0 on a roll call vote.
- 4.4 Motion Prill/Glisch to adopt the changes as mentioned to the 2024 GFL Solid Waste Midwest, LLC contract for residential municipal solid waste and recycling collection services and to return the GFL contract to September Council for approval of 5 or 7 year contract and 4 containers for bulky trash day; motion carried 6-0 on a roll call vote.
- 4.5 Motion Thiem/Lager to grant Operator's License for the period ending 6/30/24 to Thalia N Leffel, Nicole M Walker and Michael L Werth; motion carried 6-0.

5. Closed Session: Public Works Assistant Position

At 7:23 pm, motion Prill/Thiem to move to closed session; Abendroth-aye, Glisch-aye, Lager-aye, Prill-aye, Thiem-aye, Triemstra-aye; motion carried 6-0 on a roll call vote.
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)
Motion Prill/Abendroth to move to open session at 7:39 pm; motion carried 6-0 on a roll call vote.

6. **Schedule Future Meetings and Agenda Items.** The following meetings were scheduled: Public Property & Health Committee – September 5, 2023 at 6:00 PM at City Hall, Finance, Personnel & Safety Committee – September 5, 2023 immediately following Public Property & Health Committee at City Hall; Streets, Building & Utilities Committee – September 5, 2023 immediately following Finance, Personnel & Safety Committee meeting at City Hall; and Common Council – September 12, 2023, 7:00 PM at City Hall. The Finance Committee of the Whole meeting – August 22, 2023 at 6:00 PM at City Hall to discuss the 2024 budget.
7. **Adjournment.** Motion Triemstra/Thiem to adjourn; motion carried 6-0. The meeting adjourned at 7:41 PM.

Respectfully submitted,

Elizabeth A. Amend, Clerk-Treasurer

COMMITTEE OF THE WHOLE
FINANCE, PERSONNEL & SAFETY
(2024 Budget Meeting)
Markesan City Hall
August 22, 2023

MINUTES

Call to Order at 6:00 p.m.

Roll Call was by sign in; others present were Chief Will Pflum, Todd Zamzow, Beth Kazda, and Library Director Vanessa Meyer

Citizen's Comments - None

Old Business

- Discussion and Action on Preliminary 2024 Budget: After discussion, motion Abendroth/Glisch to adopt the budget with discussed changes as the working budget; motion carried 5-0.

Adjournment – Motion Triemstra/Lager to adjourn at 7:27 p.m.

Dog Park Committee Meeting

August 24, 2023 @ 6:30 PM

Markesan, WI

The following members were present: Nichole Augustyowicz, Charlene Jackowski, Moria Pollesch, Helen Reid, and Rich Slate.

With a Quorum present, the Chairperson called the meeting to order at 6:05 pm.

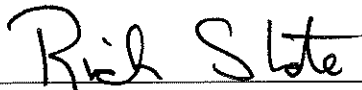
Motion to approve the final park design and forward the contract for the amount of \$16,033.60 to Council by Nichole/Helen. Motion carried.

Motion to approve park policies and rules by Nichole/Charlene. Motion carried.

The next meeting is at City Hall at 6:30 pm on September 13, 2023.

The meeting adjourned at 7:15 pm.

Respectfully submitted by



Rich Slate, Chairperson

**CITY OF MARKESAN
DEER MANAGEMENT COMMITTEE**

**Markesan City Hall
August 31, 2023**

Minutes

Call to Order by Matt Amend at 5:30 PM

Roll Call By Sign-in: Present: Matt Amend, Jeff Killam, Dale Justmann, Tom Ruetten (late), also in attendance was Rich Slate and Dave Abendroth.

Old Business: None

New Business

- Motion Amend/Killam to Accept 3 names for possible new committee members: Ron Thiem (citizen), Hunter Kennow (hunter) and Nick Slate (hunter); motion carried 3-0. Mayor Slate will appoint the new member at Council.
- Motion Amend/Killam to approve the harvesting a buck – “Horn-et Award” (must harvest 2 doe first then can harvest a buck); motion carried 2 aye-1 no-1 absent.
- Motion Amend/Killam to approve Fund Allocations: \$100 gas card, \$200 to Markesan Food Pantry and \$200 to CDAC Deer Processing – DNR; motion carried 4-0.

Adjourned at 6:05 PM

Finance, Personnel & Safety Committee
City Council Chambers
September 5, 2023

Chairperson Mayor Slate called the meeting to order at 6:44 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/Prill. Motion carried.

Motion to approve Police Report and schedule by Abendroth/Prill. Motion carried.

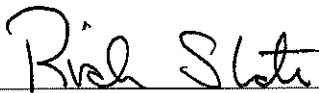
Motion to send Account #1719 a letter requesting a payment plan by the next committee meeting by Abendroth/Treimstra. Motion carried.

Motion to Pay John H. \$4.50 for three hours (total \$13.50) for his time running large machinery at the recycling center by Glisch/Treimstra. Motion carried.

Motion to allow placement of the Christmas tree in the Bridge Street and John Street intersection between November 16, 2023, and January 7, 2024, by Abendroth/Treimstra. Motion carried

Motion to adjourn at 7:07 pm.

Respectfully submitted by



Rich Slate, Chairperson

PUBLIC PROPERTY & HEALTH COMMITTEE
Markesan City Hall
September 5, 2023 - 6:00 P.M.

MINUTES

Call to Order at 6:00 p.m.

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

Citizen's Comments – None

Public Works Report

Brush Removal Cost at Recycling Center – Annual plan for disposing of brush was provided along with a breakdown of brush loads deposited by each municipality from 1/2022 to date. Motion was made by Rich/Adam to contact Town of Manchester requesting they pay their share of chipper costs since they are bringing brush to the location. Motion carried.

Motion was made by Mike/Rich to have Todd secure bids for the purchase of a chipper for use at the recycling center. Motion carried.

Old Business:

- 650 N. Margaret Property Maintenance Update - (Rich left the room while discussion was held on this matter). The property owner provided an update regarding plans for the property. Motion was made by Mike/Pat to allow the property owner until November 1 to replace the windows in the garage. Motion carried.
- Update on Parks Punch List – Pat provided an update indicating most items have been completed, garage door at Soldier's & Sailor's has been fixed, and John will be staining the decks at the Boy Scout Cabin. Motion was made by Pat/Rich to contact Ness Electric for an estimate to repair the circuit breaker box at the warming shed at Kiwanis Park. Motion carried.
- Update on Public Works Punch List – Pat will provide copies of Todd's punch list for Council showing progress that has been made.
- Update on Air Conditioning/Heat Zoning at City Hall – Pat reported Todd will continue to contact Bati to schedule a time they can come review the issues.

New Business:

- Office Lease for Grand River Bookkeepers, LLC – Following a presentation by owner, Dawn Lainberger, regarding her desire to rent a single room at City Hall, motion was made by Rich/Adam to draft a one year lease with rent to be \$200/mo. Motion carried,
A motion was made by Rich/Pat to include in the lease that appropriate signs can be installed on the office door to the office, entryway to City Hall, and in the hallway, provided none are in violation of fire codes. Motion carried.

Motion was made by Rich/Adam to allow tenant to move some equipment in the office in October upon the acceptance and signing of the lease. Motion carried. (Full control and use of the area will not be allowed until Jan. 1, 2024.)

- Adoption of Dog Park Rules – No action. Rules will be provided at Oct. meeting.
- Purchase of Dog Park Fence – Motion was made by Rich/Mike to accept the bid from Simple Solution Fencing, LLC in the amount of \$16,033.60 for the Dog Park Fence. Motion carried. (It was noted that donations have totaled approx. \$13,600. City to be reimbursed for the full amount of the fencing).
- Moving of Utility Pedestal at Cemetery - Pat/Rich moved to approve the quote of Alliant Energy in the amount of \$665 to move the utility pedestal to the east side of the entrance to the new cemetery. Motion carried.
- Recycling Center Agreement - The Agreement with the City and the Towns of Green Lake, Manchester, & Mackford was reviewed after which a motion was made by Rich/Pat to forward to the City Attorney proposed changes to Section 3 as presented. (Copy attached to these minutes). Motion carried.
Motion was made by Pat/Mike to forward to the City Attorney proposed changes to Section 5 as presented. (Copy attached to these minutes). Motion carried
- Update on bidding on Public Works Punch List
 - Repair/replace driveway at old cemetery – Yet to be bid out
 - Removal of tree stumps (east side old cemetery, City Hall, Kiwanis Park) – Yet to be bid out
 - Repairs to Kiwanis warming shelter, other shelter & restrooms – Bids are being advertised
 - Painting of Kiwanis Park 2 shelters and restrooms – No action
 - Repair of Library garage – Bid is being advertised
 - Painting of City Garage – Yet to be bid out
- Boy Scout 2024 Painting Bid – Motion was made by Pat/Mike to accept the bid from New Beginnings Custom Painting in the amount of \$6,000 for the 2024 painting of the Boy Scout Cabin. 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 6:44 p.m.

Respectfully Submitted

Pat Prill, Chairman

(It was noted that there are large holes around some of the cemetery stones on both the old and new cemeteries. Pat will contact the Public Works Dept to look into the issue).

SECTION 3 - COMPOST PILE AND BRUSH COLLECTION

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

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

SECTION FIVE - COSTS

- 5.1 The costs incurred, which include labor, electric, heat, compost pile maintenance, snow plowing and DNR fees and licenses if needed, during one year of operation for the collection facility for recyclable materials from household waste will be billed to each respective party at 25% each, to the City of Markesan, Town of Mackford, Town of Green Lake and Town of Manchester. The dumpster rent will be billed to Town of Mackford and Town of Manchester at 25% and the Town of Green Lake at 50%. These costs will vary from year to year.
- 5.2 It is projected that six 30 yard dumpsters will be emptied weekly from the site in a 12 month time period.
- 5.3 Any costs of maintaining the County A collection site to implement the recycling program shall be split equally between the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester. This includes maintenance of the premises such as road care, etc.
- 5.4 The City of Markesan shall be responsible to maintain and pay for insurance at the County A collection site.
- 5.5 Billing for all shared costs shall be sent from the City of Markesan to each Township on a yearly basis. Each Township shall promptly pay the City of Markesan for said costs.
- 5.6 If for any reason the recycling program at the County A site is closed, the parties to this agreement shall equally split all shut down and closing expenses and costs.

STREETS, BUILDINGS & UTILITIES COMMITTEE MINUTES

September 5, 2023

Called to order at 7:02 pm by Chair Abendroth. Roll call was by sign-in. There were no citizen comments.

Public Works:

Discussion & action on Blacktop bids for City Hall parking lot, sinkhole on S. Main & John St. and Grand & W Charles corner patch. Motion by Rich & 2nd by Dennis to accept low bid from Asphalt Specialists for \$6,600.00. Motion passed all ayes.

Discussion & Action on Pay Loader Tires Bid. Motion by Rich & 2nd by Dave to accept low bid from Pat's Tire Sales Service for \$7,325.00 installed at City Garage. Motion passed all ayes.

Discussion & Action on Timeline for Sidewalk Assessments. WI State Statue 66.0703.
1- Preliminary Resolution -- What we are going to do. 2 – Public Works Report -- plans & estimates
3 – Public Hearing – after report is complete, Class 1 notice, mail to interested parties.
4-- Final Resolution ---
direct public works director to do work, payment terms, pay timeline, penalties, and statement of all assessments
not paid go on tax roll.

Discussion & Action on Safety Policy for the Public Works Department. The clerk will make changes as recommended by the committee for the next meeting.

Water & Sewer Report; There was no report.

Old Business

Update on Raze Order for 111 S, High St. Barn. The barn is contracted with Egbert for razing the 1st or 2nd week of November 2023. Motion by Rich & 2nd by Adam postpone any action until the December Committee meeting. Motion passed all ayes.

New Business

Discussion & Action on Beautification Incentive Program --- Renee Braun presented incentive ideas to help Businesses improve the appearance of their property downtown.

Discussion & Action on Property Maintenance Citation at 11 E Catherine St: Due to circumstances presented,
a motion by Rich & 2nd by Dennis to have the owner provide a report for the Jan. 2024 meeting. Passed.

Discussion & Action on Snow Plowing at Methodist Church. After discussion with Andy Bernhagan the
Committee recommended he contact Todd for suggestions to his concerns.

Discussion & Action on Snow Plow Repair Bid. Motion by Rich & 2nd by Dennis to accept the bid from D&E
Diesel Services for \$957.62. Motion passed all ayes.

Update on WE Energies Project Lawn Complaints. Todd spoke with the foreman and he will visit the owners
of the properties.

Discussion & Action on Property Maintenance at 651 W John St. -- Motion by Rich & 2nd by Dave to have the
owner present a maintenance plan for the violations at the November 2023 meeting. Passed all ayes.

Discussion & Action on Property Maintenance at 75 N Main St.--- After reviewing the update provided by the
owners , motion by Rich & 2nd by Dennis to have them report in January 2024. Motion passed all ayes.

Discussion & Action on Property Maintenance at 14 W Water St. --- Motion by Rich & 2nd by Dennis to begin
citations effective August 1, 2023. Motion passed all ayes.

Discussion & Action on Revision of Citation Letters. -- Rich will rework and present next meeting.

Adjournment: Motion by Adam & 2nd by Dennis to adjourn at 7:40 pm. Motion passed.

Respectfully Submitted
David Abendroth

Markesan Public Library Report – August 2023

Programming: We had a great summer at the library! The school group story times did very well, bringing in new readers that we hope will keep coming back to the library. This was thanks to the efforts of Karen Jensen, our library assistant. Our afternoon storytimes were also well attended, so we are looking into continuing that in the fall.

The Tye-Dye event had over twenty attendees – we had just enough dye for everyone. and used everything we had! Our Summer Celebration Party on August 3rd had 22 kids and 10 adults coming to play games (provided by WCTS), use the slip n' slide, win prizes at carnival games, and get their faces painted! The National Honor Society volunteers played a big role running games and doing the face painting. We are so grateful to them for their help. In total, we had 40 adults and 86 kids participate in our Summer Reading Program. Adults read 195 books and kids logged 1,012 hours of reading time!

Brittany Stoll will resume storytimes this fall starting Monday, September 18. We're going to try afternoon storytimes on Mondays after school at 3:30 pm, and see how attendance is for that. I have heard from staff that Wednesday morning attendance was often not very high. She can do every other Monday. I'm approaching staff to see if anyone could cover the other Mondays, or maybe we can have a kids take and make activity, or something else. Unfortunately, I am unable to make that into my schedule to do myself.

Preliminary Budget: The budget will be discussed at the city meeting on Tuesday, August 22nd at 6:00 pm. I tried to keep it close to the 2023 budget. I budgeted for the director position for 30 hours a week, with a pay rate of \$22/hour. I can adjust this if the board believes it should be different.

Other news: Addie Heiling, student page, will leave the library by the end of August. I let her know how grateful we are for her help, especially this summer. She was an important helper during Karen Jensen's storytimes for school groups in June and July. This week, I'm interviewing two promising candidates.

Thank you to so much to the library board for allowing me the opportunity to serve as the director. I am grateful for your trust in trying a more limited schedule, and I hope you were satisfied with how the summer reading program went. Your encouragement and support meant so much to me. I am happy that once a director replacement is found, I will still be able to part of this special library. It is one of most friendly and rewarding teams I have ever had the privilege of being a part of.

Sincerely, Vanessa Meyer—Markesan Public Library

Markesan Public Library
Board of Trustees
August 24, 2023

Minutes

- I. Call to Order: The meeting was called to order at 4:20 p.m. by Jill Worden. Trustees present: Jill Worden, Beth Kazda, Cindy Boelter, Nancy Kirst, Mike Hansen, Pat Prill, and Director Vanessa Meyer.
- II. Approval of Minutes: Motion was made by Kirst/Hansen to approve the minutes of July 20, 2023. Motion carried.
- III. Input from Public: None
- IV. Financial Report: Beth presented the financial report. Motion was made by Prill/Hansen to accept the Treasurer's Report as presented and approve the transfer of \$500 from Savings Account to Library Held Checking Account to meet the minimum required balance for that account. Motion carried. Beth indicated that deposits have been made regularly in the Oshkosh Area Community Foundation (OACF) Fund by James Lohry. She will research these gifts so appropriate acknowledgment can be made. Motion was made by Kirst/Worden to approve payment of this month's bills as presented, but change the amount for WE Energies to \$52.32. Motion carried.
- V. President's Report: None
- VI. Director's Report: It was reported that Thank You's have been received from Shari Knaub and Heidi Hirschy.

Addie Heiling will be leaving her position the end of August and a replacement will be sought.

Vanessa indicated that we will be purchasing a computer for use by the general staff for only \$62, with the remainder \$648.38 covered by Winnefox Cooperative Technical Services, from the WALs Tech Reserve Fund.

Sullivan Drywall will be coming on Friday to look at the cracks in the ceiling in the main area and Markesan Public Works employees will be making necessary entryway repairs.

Discussion was held on the maintenance of our fire alarms and extinguishers. Pat will check with the Markesan Fire Dept. to see if they will test our fire alarms. Motion was made by Prill/Kazda to accept the quote of \$331.50 from Martin Systems for the inspection of our fire alarms in the event the fire dept. can not do the inspections. Motion carried.

VII. Committee Reports: Painting the small area above the east exit doorway was discussed. No action. The upstairs area rug will be returned to the area.

VIII. Old Business: No Action.

IX. New Business: The 2024 proposed budget was presented to the City. Motion was made by Worden/Kazda to approve the 2% wage increase included in the 2024 budget for Library Assistants and Pages. Motion carried.

Motion was made by Prill/Hansen to regretfully accept the resignation of Library Director, Vanessa Meyer, and thank her for her excellent service to the Library. Motion carried. The Library appreciates Vanessa's willingness to serve as Director until a replacement is found, and then continue to serve as a Library Assistant.

Motion was made by Prill/Boelter to advertize for the position of Library Director until the position is filled, via the following means: Chamber Sign (2 wks), area newspapers, Winnefox, Facebook, UW Job Boards (Madison & Milwaukee), and contacting previous applicants. Motion carried.

The Library Director interview committee will consist of Worden, Kazda, Kirst, and Barclay.

As there was no further business to come before the Board, motion was made by Worden/Hansen to adjourn. Motion carried. Meeting adjourned at 5:15 p.m. Next meeting will be Thursday, September 21, 2023 at 4:15 p.m.

Respectfully Submitted,



Pat Prill, Secretary

September 5, 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: 37936 - 37994	\$	53,622.19
DD #5826 - 5869	\$	32,076.25
EFT #1403 - 1422	\$	71,445.65
TOTAL	\$	157,144.09
UTILITY CHECKS: #13185 - 13204	\$	29,124.91
TOTAL	\$	29,124.91

With the exception of:

Signed:

City of Markesan Voucher List

August 1 through September 5, 2023

Num	Date	Name	Memo	Original Amount
	08/31/2023		Service Charge	-25.00
EFT-1403	08/01/2023	INTERNAL REVENUE SERVICE	7/28/23 PR	-5,259.10
EFT-1404	08/01/2023	WISCONSIN DEPT. OF REVENUE	7/28/23 PR	-909.90
EFT-1405	08/01/2023	EMPOWER RETIREMENT (WDC)	7/28/23 PR	-822.00
EFT-1406	08/01/2023	EMPOWER RETIREMENT (WDC)	7/28/23 PR	-42.00
EFT-1407	08/01/2023	WRS (Wisconsin Retirement System)	July 2023 Retirement	-7,118.23
EFT-1408	08/11/2023	INTUIT	CITY CHECKS	-394.82
EFT-1409	08/15/2023	EMPOWER RETIREMENT (WDC)	8/11/23 PR	-822.00
EFT-1410	08/15/2023	EMPOWER RETIREMENT (WDC)	8/11/23 PR	-42.00
EFT-1411	08/15/2023	INTERNAL REVENUE SERVICE	8/11/23 PR	-5,281.28
EFT-1412	08/15/2023	WISCONSIN DEPT. OF REVENUE	8/11/23 PR	-899.14
EFT-1413	08/23/2023	STATE OF WI HEALTH INS	SEPT 2023 HEALTH INS	-19,733.58
EFT-1414	08/25/2023	CITGO	Aug 2023 Fuel	-678.87
EFT-1415	08/25/2023	DELTA DENTAL OF WISCONSIN	DELTAVISION SEPT 2023	-41.16
EFT-1416	08/25/2023	DELTA DENTAL OF WISCONSIN	SUPPLEMENTAL DENTAL PLAN SEPT 2023	-342.38
EFT-1417	08/28/2023	DTCC	INTEREST ON BOND 2018A	-15,347.50
EFT-1418	08/29/2023	WISCONSIN DEPT. OF REVENUE	8/25/23 PR	-904.92
EFT-1419	08/29/2023	INTERNAL REVENUE SERVICE	8/25/23 PR	-5,290.08
EFT-1420	08/29/2023	EMPOWER RETIREMENT (WDC)	8/25/23 PR	-822.00
EFT-1421	08/29/2023	EMPOWER RETIREMENT (WDC)	8/25/23 PR	-42.00
EFT-1422	08/29/2023	WRS (Wisconsin Retirement System)	Aug 2023 Retirement	-6,627.69
			TOTAL EFT PAYMENTS	-71,445.65
DD5826	08/11/2023	Amend, Elizabeth A	Direct Deposit	-1,241.33
DD5827	08/11/2023	Behlke, Ryan R	Direct Deposit	-1,588.18
DD5828	08/11/2023	Chisnell, Gerald	Direct Deposit	-138.53
DD5829	08/11/2023	Galkowski, Jackson T	Direct Deposit	-1,170.18
DD5830	08/11/2023	Glover, Valerie	Direct Deposit	-87.05
DD5831	08/11/2023	Heberer, Jeffrey	Direct Deposit	-1,770.89
DD5832	08/11/2023	Heiling, Addie A	Direct Deposit	-42.40
DD5833	08/11/2023	Heiling, Rachel	Direct Deposit	-633.35
DD5834	08/11/2023	Huhndorf, John E	Direct Deposit	-611.73
DD5835	08/11/2023	Knaub, Sharilyn J	Direct Deposit	-420.73
DD5836	08/11/2023	Mace, Matthew R	Direct Deposit	-1,330.61
DD5837	08/11/2023	McLean, Cody	Direct Deposit	-1,374.60
DD5838	08/11/2023	Meyer, Vanessa K	Direct Deposit	-545.68
DD5839	08/11/2023	Pflum, William	Direct Deposit	-1,552.65
DD5840	08/11/2023	Plagenz-Jensen, Karen C	Direct Deposit	-646.08
DD5841	08/11/2023	Sippel, Christina J	Direct Deposit	-84.86
DD5842	08/11/2023	Stellmacher, Nancy J	Direct Deposit	-489.08
DD5843	08/11/2023	Wilderman, James H	Direct Deposit	-310.30
DD5844	08/11/2023	Zamzow, Todd B	Direct Deposit	-1,361.87
DD5845	08/11/2023	Corson, Amy M	Direct Deposit	-115.44
DD5846	08/11/2023	Dykstra, Dennis P	Direct Deposit	-121.91

City of Markesan Voucher List

August 1 through September 5, 2023

DD5847	08/11/2023	Koos-Abendroth, Cheryl A	Direct Deposit	-48.47
DD5848	08/11/2023	Olson, Clyde A	Direct Deposit	-58.18
DD5849	08/11/2023	Phippen, Henry	Direct Deposit	-56.97
DD5850	08/11/2023	Slate, Rich	Direct Deposit	-461.75
DD5851	08/25/2023	Amend, Elizabeth A	Direct Deposit	-1,241.33
DD5852	08/25/2023	Behlke, Ryan R	Direct Deposit	-1,748.60
DD5853	08/25/2023	Chisnell, Gerald	Direct Deposit	-138.52
DD5854	08/25/2023	Galkowski, Jackson T	Direct Deposit	-1,157.19
DD5855	08/25/2023	Glover, Valerie	Direct Deposit	-237.11
DD5856	08/25/2023	Heberer, Jeffrey	Direct Deposit	-1,792.21
DD5857	08/25/2023	Heiling, Addie A	Direct Deposit	-12.71
DD5858	08/25/2023	Heiling, Rachel	Direct Deposit	-633.36
DD5859	08/25/2023	Huhndorf, John E	Direct Deposit	-690.37
DD5860	08/25/2023	Knaub, Sharilyn J	Direct Deposit	-495.44
DD5861	08/25/2023	Mace, Matthew R	Direct Deposit	-1,330.61
DD5862	08/25/2023	McLean, Cody	Direct Deposit	-1,359.03
DD5863	08/25/2023	Meyer, Vanessa K	Direct Deposit	-516.38
DD5864	08/25/2023	Pflum, William	Direct Deposit	-1,552.65
DD5865	08/25/2023	Plagenz-Jensen, Karen C	Direct Deposit	-446.91
DD5866	08/25/2023	Sippel, Christina J	Direct Deposit	-63.03
DD5867	08/25/2023	Stellmacher, Nancy J	Direct Deposit	-299.43
DD5868	08/25/2023	Wilderman, James H	Direct Deposit	-736.68
DD5869	08/25/2023	Zamzow, Todd B	Direct Deposit	-1,361.87
			TOTAL DIRECT DEPOSIT	-32,076.25
37936	08/04/2023	MARKESAN AUTO, HOME & FARM	Misc. Parts / Supplies	-341.26
37937	08/07/2023	MARKESAN PUBLIC LIBRARY	3rd Quarter 2023 Budget Payment	-17,347.25
37938	08/07/2023	GENERAL ENGINEERING CO., INC.	2022 & 2025 Project	-3,136.99
37939	08/07/2023	GOLDEN WEST INDUSTRIAL SUPPLY	Flashlights	-154.30
37940	08/07/2023	MODERN OVERHEAD DOOR CORP.	S&S / Service & Put cable on door	-100.00
37941	08/07/2023	NESS ELECTRIC, INC	Bulbs / Picked up by Todd	-126.66
37942	08/07/2023	PB ELECTRONICS	Rebuilt Bee 3 Remote	-130.00
37943	08/07/2023	SECURIAN FINANCIAL GROUP, INC.	September 2023 Life Ins Premium	-108.84
37944	08/07/2023	SONDALLE LAW OFFICE	July 2023 Legal Services	-87.50
37945	08/07/2023	THEDA CARE LABORATORIES	Blood Draw	-85.00
37946	08/07/2023	WASTE MANAGEMENT CORPORATE SERVICES	August 2023 Trash & Recycling	-7,878.97
37947	08/11/2023	MARKESAN, CITY OF-PETTY CASH	Postage	-104.99
37948	08/14/2023	EMC INSURANCE	Property & Liability / Workers Comp	-4,674.52
37949	08/14/2023	SHELL FLEET	July 2023 Fuel	-510.13
37950	08/15/2023	ALLIANT ENERGY/WP&L	Relocate Service at Cemetery	-665.00
37951	08/15/2023	ERGO BANK OF MARKESAN	WRS Loan - Payment #63	-320.64
37952	08/15/2023	JAHNKE, DEB	Refund for S&S Rental on 9/9/23	-85.00
37953	08/15/2023	US POSTMASTER	3 Rolls of stamps	-198.00
37954	08/21/2023	AIRGAS USA, LLC	Cylinder Rental	-53.78
37955	08/21/2023	ALLIANT ENERGY/WP&L	July - Aug 2023 Electric Bills	-3,477.02
37956	08/21/2023	ARAMARK	7/6/23 Rug Cleaning	-78.87
37957	08/21/2023	BERGEMANN'S AUTOCARE	2014 Ford / Change Oil - Replace Battery - Rotati	-349.64

City of Markesan Voucher List

August 1 through September 5, 2023

37958	08/21/2023	BIGNELL'S POWERSPORTS	Oil Filter	-35.42
37959	08/21/2023	COMPLETE OFFICE OF WISCONSIN	Office Supplies	-489.57
37960	08/21/2023	D&E DIESEL SERVICES LLC	Snow Plow / Diagnose Oil Leak	-129.68
37961	08/21/2023	GREEN LAKE COUNTY DA-FORENSIC COMP LA	2023 Computer Forensic Lab Contribution	-1,200.00
37962	08/21/2023	NESS ELECTRIC, INC	Kiwanis Park	-204.22
37963	08/21/2023	PFLUM, WILLIAM A.	Reimb / Mileage & Meal	-133.56
37964	08/21/2023	PULSIFER, BRYAN	Ammo	-445.00
37965	08/21/2023	RIPON COMMONWEALTH PRESS	PW Assistant Ad	-303.44
37966	08/21/2023	SADOFF IRON & METAL CO.	Scrap Charges from Recycling Center	-1,356.64
37967	08/21/2023	SUPERHEAT	E.G. / Repair Wiring & Remove Mouse Nest	-185.00
37968	08/21/2023	ZAMZOW, TODD	Reimb / Final CDL Test	-150.00
37969	08/24/2023	VERIZON WIRELESS	Aug - Sept 2023 Cell Phone	-92.47
37970	08/24/2023	ERGO BANK OF MARKESAN	Corn Roast Prize	-100.00
37971	08/25/2023	MID-AMERICAN RESEARCH CHEMICAL	Wasp Spray	-172.61
37972	08/25/2023	PRE-EMPLOYMENT FUND	Aug 2023 Pre Employment / Galkowski	-128.20
37973	08/25/2023	WE ENERGIES	July - Aug 2023 Gas Bills	-110.21
37974	08/25/2023	WELLS FARGO REMITTANCE CENTER	Amazon / 1&1 / Sherwin Williams	-950.45
37975	08/25/2023	SECURIAN FINANCIAL GROUP, INC.	AUGUST ACCIDENT INS 2023 - 76038	-58.04
37976	08/31/2023	MARKESAN, CITY OF-PETTY CASH	Postage	-36.48
37977	09/01/2023	BAYCOM, INC	Battery & Speaker Mic	-410.65
37978	09/01/2023	BERLIN JOURNAL NEWSPAPERS	PW Ad / Council	-667.00
37979	09/01/2023	BRIGHTSPEED	Aug - Sept 2023 Phone / Internet	-419.51
37980	09/01/2023	CENTURYLINK BUSINESS SERVICES	July - Aug 2023 Phone / Internet	-452.88
37981	09/01/2023	DISCOVER	Confetti Poppers for 2023 August Fest / Rich Pu	-98.94
37982	09/01/2023	HOEKSTRAS SWEET CORN LLC	Corn	-320.00
37983	09/01/2023	RAY'S SANITATION	Augustfest 2023 / 2 - Portable Restrooms	-240.00
37984	09/01/2023	SHERWIN-WILLIAMS	Traffic Paint	-100.00
37985	09/01/2023	SONDALLE LAW OFFICE	August 2023 Legal Services	-387.50
37986	09/01/2023	THEDACARE AT WORK	Wilderman / Pre-Employment Screening	-81.00
37987	09/01/2023	US POSTMASTER	PO Box Service Fee	-98.00
37988	09/05/2023	ARAMARK	Aug 2023 Rug Cleaning	-206.91
37989	09/05/2023	GENERAL ENGINEERING CO., INC.	2022 Project / Building Inspection	-2,682.70
37990	09/05/2023	MODERN RENTALS, INC.	Oil & Chain	-54.99
37991	09/05/2023	NESS ELECTRIC, INC	City Hall / Cemetery / Hein Park	-296.90
37992	09/05/2023	RENNERT'S FIRE EQUIPMENT	Stainless Steel Round	-37.76
37993	09/05/2023	SAFE LIFE DEFENSE	Behlke / Vest	-620.10
37994	09/05/2023	THE O'BRIEN AGENCY, LLC	Paper	-152.00
			TOTAL CHECK PAYMENTS	-53,622.19
			TOTAL PAYMENTS	-157,144.09

Markesan Utilities Voucher List

August 1 through September 5, 2023

Num	Date	Name	Memo	Original Amount
13185	08/01/2023	CITY OF RIPON	Ashley French / 827 Thomas St	-956.22
13186	08/07/2023	GRAPHIC SIGN & LETTER CO.	Lettering on Trucks	-226.08
13187	08/07/2023	NESS ELECTRIC, INC	Bulbs	-82.22
13188	08/21/2023	ALLIANT ENERGY/WP&L	July - August 2023 Electric Bill	-2,801.77
13189	08/21/2023	BADGER LABORATORIES & ENG.	Supplies	-52.00
13190	08/21/2023	USA BLUEBOOK	Supplies	-381.13
13191	08/25/2023	MARKESAN, CITY OF	Aug '23 PR Reimb / July '23 Expense Reiml	-21,107.22
13192	08/25/2023	NORTHERN LAKE SERVICE	Samples	-571.74
13193	08/25/2023	WE ENERGIES	July - Aug 2023 Gas Bills	-25.47
13194	09/01/2023	BRIGHTSPEED	Aug - Sept 2023 Phone / Internet	-190.56
13195	09/01/2023	CORE & MAIN	Supply	-349.50
13196	09/01/2023	HEBERER, JEFFREY	Reimb / Meal	-11.81
13197	09/01/2023	MACE, MATTHEW	Reimb / Meal	-12.65
13198	09/01/2023	MARTELLE WATER TREATMENT	Supply	-159.60
13199	09/01/2023	NILE XPEDITE SOLUTIONS OF WI LLC	Shipping	-900.00
13200	09/01/2023	RENNERT'S FIRE EQUIPMENT SERVICE	Shop Work	-57.60
13201	09/01/2023	USA BLUEBOOK	Paint	-90.48
13202	09/01/2023	WISCONSIN RURAL WATER ASSOC.	Membership Renewal	-410.00
13203	09/01/2023	NESS ELECTRIC, INC	Sewer Plant	-187.24
13204	09/01/2023	NORTH CENTRAL LABS, INC.	Supplies	-551.62
			TOTAL CHECKS	-29,124.91
			TOTAL	-29,124.91

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

	Jan - Aug 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	197.20	325.00	-127.80	60.7%
4132000 · PILOT's MRH	9,053.69	12,000.00	-2,946.31	75.4%
4180000 · Interest on Taxes	148.98	1,000.00	-851.02	14.9%
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	606,565.98	775,491.49	-168,925.51	78.2%
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	1,135.00	1,300.00	-165.00	87.3%
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	4,245.00	4,000.00	245.00	106.1%
4440000 · Land Use Permits	390.00	250.00	140.00	156.0%
4450000 · MDM Hunter Permit Fee	160.00	200.00	-40.00	80.0%
Total 4400000 · Licenses & Permits	10,600.28	11,540.00	-939.72	91.9%
4500000 · Fines, Forfeits & Penalties				
4510000 · Ordinance Violations	9,201.49	9,000.00	201.49	102.2%
4510100 · Parking Violations	320.00	600.00	-280.00	53.3%
4500000 · Fines, Forfeits & Penalties - Other	-218.50			
Total 4500000 · Fines, Forfeits & Penalties	9,302.99	9,600.00	-297.01	96.9%
4600000 · Public Charges for Services				
4610000 · Clerk-Treas Fees	740.00	1,200.00	-460.00	61.7%
4610100 · Publication Fees	168.00	250.00	-82.00	67.2%
4621000 · Police Dept Fees	775.00	250.00	525.00	310.0%
4632200 · Snow Removal Fees	0.00	250.00	-250.00	0.0%
4643500 · Recycle Fees	3,276.87	3,400.00	-123.13	96.4%
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	1,265.00	1,700.00	-435.00	74.4%
4674300 · Comm Ctr Use	400.00	150.00	250.00	266.7%
Total 4600000 · Public Charges for Services	6,758.20	8,300.00	-1,541.80	81.4%
4700000 · Intergov't Charges for Services				
4732100 · School Liason	37,506.00	61,000.00	-23,494.00	61.5%
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	42,493.50	76,000.00	-33,506.50	55.9%
4800000 · Miscellaneous Revenue				
4811000 · Interest-City Investments	6,737.57	1,500.00	5,237.57	449.2%
4820000 · Rent-Muni Bldg	10,800.00	16,200.00	-5,400.00	66.7%
4820100 · Rent-Land	2,051.25	3,600.00	-1,548.75	57.0%
4820200 · Rent-Cell Tower	9,256.00	11,475.00	-2,219.00	80.7%
4840900 · Ins Dividends	1,893.00	2,000.00	-107.00	94.7%

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

	Jan - Aug 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	1,100.13	60,000.00	-58,899.87	1.8%
4850060 · Luminary Bag Donation	695.00			
4850100 · Police Donations	40.00	3,000.00	-2,960.00	1.3%
4890100 · Wage Carryover from 2022	0.00	30,000.00	-30,000.00	0.0%
4890000 · Exp Reimb-All Types	25,475.50	2,500.00	22,975.50	1,019.0%
Total 4800000 · Miscellaneous Revenue	60,839.64	135,275.00	-74,435.36	45.0%
Total Income	906,053.53	1,585,476.93	-679,423.40	57.1%
Gross Profit	906,053.53	1,585,476.93	-679,423.40	57.1%
Expense				
5100000 · General Government				
5100100 · W&S Expense Reimb	-7,745.20			
5100111 · Accts Rec - W&S Wages	-713.36			
5100112 · Accts Rec - W&S WRS	368.22			
5100114 · Accts Rec - W&S Insurance	-249.95			
5100200 · Library Expense Reimb	-2,292.84			
5110000 · Legislative				
5110111 · Council	1,520.00	11,000.00	-9,480.00	13.8%
5110211 · Mayor	3,500.00	9,400.00	-5,900.00	37.2%
5111011 · Committees	0.00	400.00	-400.00	0.0%
Total 5110000 · Legislative	5,020.00	20,800.00	-15,780.00	24.1%
5130000 · Legal				
5130021 · City Atty-General	981.25	1,800.00	-818.75	54.5%
5130121 · City Atty-Prosecution	1,575.00	1,000.00	575.00	157.5%
5130221 · Legal Fees-Special	100.00			
5131021 · Muni Code Updates	995.00	995.00	0.00	100.0%
Total 5130000 · Legal	3,651.25	3,795.00	-143.75	96.2%
5140000 · General Administration				
5141011 · Legislative Support-Wages	4,332.25	17,500.00	-13,167.75	24.8%
5141025 · Legislat. Support-Training/Dues	20.00			
5141032 · Legislative Support-Publication	4,482.25			
5142011 · General Admin-Wages	16,895.75	34,500.00	-17,604.25	49.0%
5142021 · General Admin-Outside Services	259.26			
5142025 · General Admin-Training/Dues	485.81			
5142031 · General Admin-Office Supplies	3,574.52			
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	1,680.25	3,500.00	-1,819.75	48.0%
5144032 · Licensing & Permits-Publication	210.00			
Total 5140000 · General Administration	36,183.04	61,000.00	-24,816.96	59.3%
5150000 · Financial Administration				
5150011 · General Accounting-Wages	11,590.44	21,000.00	-9,409.56	55.2%
5150034 · General Accounting-Supplies	1,654.16			
5150521 · Independent Audit	10,894.40	10,300.00	594.40	105.8%
5151113 · Medicare (default)	5,729.72	8,200.00	-2,470.28	69.9%
5151213 · Social Security	16,977.64	27,500.00	-10,522.36	61.7%
5151314 · Health Insurance	92,460.27	156,000.00	-63,539.73	59.3%
5151414 · Life Insurance	330.43	700.00	-369.57	47.2%
5151611 · Paid Time Off (PTO)-Wages	46,214.63			
5152012 · Wisconsin Retirement System	29,157.35	42,000.00	-12,842.65	69.4%
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	1,058.75	4,000.00	-2,941.25	26.5%
5155121 · Prop Tax Collection-Outside Ser	422.62			
5156005 · Prop & Liability Ins	21,064.43	25,500.00	-4,435.57	82.6%
5156100 · Workers Comp - Calculated	133.58			
5156105 · Workers Comp	8,567.96	11,500.00	-2,932.04	74.5%
5156205 · Employee Bonds	0.00	900.00	-900.00	0.0%
5156305 · Unemployment Taxes	10.98			
Total 5150000 · Financial Administration	251,089.54	314,000.00	-62,910.46	80.0%
5160000 · Municipal Building				
5160011 · Municipal Building-Wages	6,607.09			
5160021 · Municipal Building-Outside Serv	2,219.57			
5160022 · Municipal Building-Utilities	19,042.33			
5160023 · Municipal Building-Repairs&Supp	1,526.37			

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

	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
5160000 · Municipal Building - Other	0.00	50,000.00	-50,000.00	0.0%
Total 5160000 · Municipal Building	29,395.36	50,000.00	-20,604.64	58.8%
Total 5100000 · General Government	314,706.06	449,595.00	-134,888.94	70.0%
5150520 · Bank Service Charges	119.37			
5200000 · Public Safety				
5210000 · Law Enforcement				
5210001 · Police Administration				
5210011 · Police Admin-Wages	42,623.64			
5210019 · Police Admin-Uniforms	921.21			
5210022 · Police Admin-Utilities	3,792.78			
5210023 · Police Admin-Grant Expense	2,654.60			
5210034 · Police Admin-Supplies	4,189.29			
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	56,860.15	87,400.00	-30,539.85	65.1%
5212000 · Police Patrol				
5212011 · Police Patrol-Wages	89,837.56			
5212021 · Police Patrol-Outside Services	2,615.12			
5212022 · Police Patrol-Utilities	698.91			
5212023 · Police Patrol-Repairs/Supplies	5,806.11			
5212033 · Police Patrol-Fuel/Miles	4,452.07			
5212000 · Police Patrol - Other	0.00	195,000.00	-195,000.00	0.0%
Total 5212000 · Police Patrol	103,409.77	195,000.00	-91,590.23	53.0%
5213021 · Police Criminal Inv-Suppl/Serv	2,131.50	1,500.00	631.50	142.1%
5214025 · Police Training	1,096.56	1,300.00	-203.44	84.4%
Total 5210000 · Law Enforcement	163,497.98	285,200.00	-121,702.02	57.3%
5219000 · School Crossing Guard	7,670.26	11,000.00	-3,329.74	69.7%
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	8,299.50	12,500.00	-4,200.50	66.4%
5290000 · Other Public Safety				
5290011 · Emergency Govt-Wages	0.00	2,200.00	-2,200.00	0.0%
5290022 · Emergency Govt-Utilities	518.56	1,900.00	-1,381.44	27.3%
5290023 · Emer Govt-Suppl., Equip & Repair	885.33	4,270.00	-3,384.67	20.7%
Total 5290000 · Other Public Safety	1,403.89	8,370.00	-6,966.11	16.8%
Total 5200000 · Public Safety	211,820.21	455,445.00	-243,624.79	46.5%
5300000 · Public Works				
5310000 · Streets Administration				
5310005 · Streets Admin-CDL Testing	1,172.95			
5310011 · Streets Admin-Wages	6,888.75			
5310021 · Streets Admin-Outside Services	2,071.72			
5310000 · Streets Administration - Other	0.00	7,000.00	-7,000.00	0.0%
Total 5310000 · Streets Administration	10,133.42	7,000.00	3,133.42	144.8%
5311000 · Public Works Shop				
5311011 · PW Shop-Wages	2,089.83			
5311022 · PW Shop-Utilities	3,277.36			
5311033 · PW Shop-Fuel	297.67			
5311034 · PW Shop-Supplies/Tools	2,069.41			
5311000 · Public Works Shop - Other	0.00	10,200.00	-10,200.00	0.0%
Total 5311000 · Public Works Shop	7,734.27	10,200.00	-2,465.73	75.8%
5312000 · Public Works Mach & Equip				
5312011 · PW Mach & Equip-Wages	10,032.54			
5312023 · PW Mach & Equip-Repair/Supplies	14,359.46			
5312033 · PW Mach & Equip-Fuel	2,009.25			
5312000 · Public Works Mach & Equip - Other	0.00	36,000.00	-36,000.00	0.0%
Total 5312000 · Public Works Mach & Equip	26,401.25	36,000.00	-9,598.75	73.3%

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

	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
5331000 · Road Maintenance				
5331011 · Road Maintenance-Wages	825.93			
5331023 · Road Maintenance-Repair/Supply	90.64			
5331033 · Road Maintenance-Fuel	370.79			
5331000 · Road Maintenance - Other	0.00	10,650.00	-10,650.00	0.0%
Total 5331000 · Road Maintenance	1,287.36	10,650.00	-9,362.64	12.1%
5331100 · Curbs & Gutters				
5331111 · Curbs & Gutters-Wages	186.15			
5331100 · Curbs & Gutters - Other	0.00	500.00	-500.00	0.0%
Total 5331100 · Curbs & Gutters	186.15	500.00	-313.85	37.2%
5331200 · Traffic Signs & Markings				
5331211 · Traffic Signs, Markings-Wages	1,565.09			
5331223 · Traffic Sign & Mark-Repair/Supp	676.28			
5331200 · Traffic Signs & Markings - Other	0.00	2,000.00	-2,000.00	0.0%
Total 5331200 · Traffic Signs & Markings	2,241.37	2,000.00	241.37	112.1%
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	-1,364.26	94.8%
5342022 · Street Lighting	9,606.17	24,000.00	-14,393.83	40.0%
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	450.43			
5344000 · Storm Sewers - Other	0.00	250.00	-250.00	0.0%
Total 5344000 · Storm Sewers	450.43	250.00	200.43	180.2%
5344100 · Street Cleaning	1,024.95	1,700.00	-675.05	60.3%
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	4,899.65			
5362021 · Sanitation/Trash-Outside Serv.	44,655.30			
5362000 · Sanitation/Trash - Other	0.00	74,000.00	-74,000.00	0.0%
Total 5362000 · Sanitation/Trash	49,554.95	74,000.00	-24,445.05	67.0%
5363100 · Landfill Monitoring	2,424.45	4,200.00	-1,775.55	57.7%
5363500 · Recycling Center				
5363511 · Recycling Center-Wages	3,851.90			
5363523 · Recycling Center-Markesan	11,411.41			
5363533 · Recycling Center-Fuel	148.84			
5363500 · Recycling Center - Other	108.29	7,500.00	-7,391.71	1.4%
Total 5363500 · Recycling Center	15,520.44	7,500.00	8,020.44	206.9%
5363521 · Recycling-Curbside	18,344.56	27,500.00	-9,155.44	66.7%
5363600 · Recycling Center-Mackford	1,198.85	1,700.00	-501.15	70.5%
5363700 · Recycling Center-Manchester	1,198.87	1,700.00	-501.13	70.5%
5363800 · Recycling Center-Green Lake	2,014.88	2,600.00	-585.12	77.5%
5364000 · Weed Control				
5364011 · Weed Control-Wages	1,251.86			
5364034 · Weed Control-Supplies	161.00			
5364000 · Weed Control - Other	0.00	1,700.00	-1,700.00	0.0%
Total 5364000 · Weed Control	1,412.86	1,700.00	-287.14	83.1%
Total 5300000 · Public Works	176,551.78	260,700.00	-84,148.22	67.7%
5400000 · Health & Human Services				
5490000 · Cemetery				

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

	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
5491011 · Cemetery-Wages	6,667.88			
5491022 · Cemetery-Utilities	834.60			
5491033 · Cemetery-Fuel	211.89			
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	17,604.09	16,000.00	1,604.09	110.0%
Total 5400000 · Health & Human Services	17,604.09	16,000.00	1,604.09	110.0%
5500000 · Culture, Rec & Educ				
5510000 · Library				
5511011 · Library-Wages	1,365.00			
5511021 · Library-Annual Budget	69,389.00			
5510000 · Library - Other	0.00	69,389.00	-69,389.00	0.0%
Total 5510000 · Library	70,754.00	69,389.00	1,365.00	102.0%
5520000 · Parks				
5520011 · Parks-Wages	5,920.89			
5520022 · Parks-Utilities	2,411.23			
5520023 · Parks-Repairs/Supplies	4,276.67			
5520033 · Parks-Fuel	382.17			
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	13,043.35	18,000.00	-4,956.65	72.5%
5530000 · City Events/Banners				
5530011 · City Events/Banners-Wages	2,438.38			
5530000 · City Events/Banners - Other	0.00	3,100.00	-3,100.00	0.0%
Total 5530000 · City Events/Banners	2,438.38	3,100.00	-661.62	78.7%
5530100 · Summer Rec Program	2,000.00	2,000.00	0.00	100.0%
5531000 · Events Comm. (Special Events)	2,633.46	6,000.00	-3,366.54	43.9%
Total 5500000 · Culture, Rec & Educ	90,869.19	98,489.00	-7,619.81	92.3%
5600000 · Conservation & Development				
5670000 · Advertising & Promotion	0.00	150.00	-150.00	0.0%
5671000 · Industrial Park Development	187.43			
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	1,437.43	450.00	987.43	319.4%
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	2,311.11	3,511.00	-1,199.89	65.8%
5926000 · Interest Long Term Debt	254.01	249.00	5.01	102.0%
5926250 · 2018A Bond Issue Interest	31,932.50	31,932.50	0.00	100.0%
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	153,087.85	152,317.42	750.43	100.5%
6000000 · Capital Outlay				
6576450 · Employee Wage Contingency Fund	0.00	15,000.00	-15,000.00	0.0%
6576650 · 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	486,025.72			
6573340 · Outlay - 2025 Streets Project	21,498.63			
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%

11:51 AM

09/07/23

Accrual Basis

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

	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
6576200 - Outlay - Parks	0.00	10,104.51	-10,104.51	0.0%
6576500 - Outlay - Walking Path	560.00	5,700.00	-5,140.00	9.8%
Total 6000000 - Capital Outlay	513,984.35	152,480.51	361,483.84	337.1%
Total Expense	1,480,140.33	1,585,476.93	-105,336.60	93.4%
Net Ordinary Income	-574,086.80	0.00	-574,086.80	100.0%
Net Income	-574,086.80	0.00	-574,086.80	100.0%



Betsy Amend <bamend@markesanwi.gov>

Re: Waste and Recycling Contract with GFL

1 message

Daniel Sondalle <dsondalle@sondallelaw.com>
To: Betsy Amend <bamend@markesanwi.gov>

Mon, Aug 7, 2023 at 12:49 PM

Betsy:

I have reviewed the Waste and Recycling Contract with GFL and have the following comments:

1. On page 7, paragraph 3.2, regarding carts, the contract is written the City and Customer shall be liable, etc. I would prefer that the City is eliminated and the Contractor can only go after the Customer for the maintenance, replacement and billing for carts.
2. On page 9, paragraph 3.7.2, towards the bottom of the paragraph, it provides the Contractor has the right to charge and the City agrees to pay the service fees for the additional pick up by Contractor. Is there any way the Customer would be responsible for this additional fee? This also pertains to paragraph 3.9 regarding blocked areas where the City is responsible for additional pick up fee. It would be better for the City if any additional fees is on the Customer.
3. On page 11, paragraph 5.2, I believe the service fee adjustments should increase annually beginning in 2025, not 2024.
4. On page 12, paragraph 6.0, the last 1/2 of that paragraph where the City will indemnify the Contractor, that language should be eliminated as the Contractor is the one doing the service for us.

If you have any questions, please contact me.

Thank you.

Daniel D. Sondalle/kjg

SONDALLE LAW OFFICE, LLC

P.O. BOX 236

PRINCETON WI 54968

920-295-6477

FAX: 920-295-4868

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On Thu, Aug 3, 2023 at 1:13 PM Betsy Amend <bamend@markesanwi.gov> wrote:

Hi Dan-

The City has approved the bid from GFL to start a new contract with them 1-1-2024.

Could you please review the attachment and let me know if it is ok? It is going to Council on Tuesday, August 8th. If you do not have time before then, we can approve it pending your approval. Have a good weekend!

Thanks

*Changes take place
Back to CC in Sept.*

*4 containers ~~NO~~ for Bulky
5 or 7 year?*

Re: Contract

1 message

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

Fri, Aug 11, 2023 at 11:17 AM

The discussion on increasing the containers was on the recycling containers. There were originally 5-6yd, and we proposed 4-8yd. They stated there are now 6-6yd, so we increased to 5-8yd and didn't change the price. We can not increase the 30yd containers without charging.

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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From: Betsy Amend <bamend@markesanwi.gov>
Sent: Friday, August 11, 2023 10:26 AM
To: Jason Johnson <j.johnson@gflenv.com>
Subject: Re: Contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

On page 6 can you change the 3.1.4 to 4 containers instead of 3.
The Council said that was discussed.
thanks



Betsy Amend
City of Markesan Clerk-Treasurer
920-398-3031

On Thu, Aug 10, 2023 at 1:56 PM Jason Johnson <j.johnson@gflenv.com> wrote:

Betsy-

Please find attached with revisions based on the comments from the City Attorney.

We are excited to work with you again!

Jason

**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 _____ day of _____, 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, 20____ (the "Initial 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 Customer of Residential Premises to properly use and safeguard the Carts. Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. 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 Customer 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.

3.2.1 Contractor shall provide the City with Carts and dumpsters as described in 3.1.6. It shall be the responsibility of the City to properly use and safeguard the Carts and dumpsters. The City shall maintain the Carts and dumpsters in reasonably good condition, normal wear and tear excepted. The City has the care, custody, and control of any Dumpster or Cart, and shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Dumpster and Cart and for the cleanliness and safekeeping of such Dumpster or Cart. Contractor shall have the right to charge City for the cost of repair or replacement of Dumpsters or Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. Carts and Dumpsters 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 either the City or Customer 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 Resident 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 2025, 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%. If the City chooses an initial term of seven (7) years, the Service Fee Adjustment shall be waived in 2029. 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.

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 _____ day of _____, 20_____.

(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

Proposal

Estimate #	19051
Date	6/1/2023



Asphalt Specialists

PAVEMENT SEALERS • SEAL COATING • CRACK FILLING • STRIPING

Asphalt Specialists LLC
 N4433 COUNTY K
 FOND DU LAC, WI 54937
 PHONE (920) 922-3422
 asphaltspec@gmail.com
 asphaltspec.com

Owner Name/ Address
City of Markesan Todd Zamzow 290 0636

Job Description

ASPHALT SPECIALISTS LLC (CONTRACTOR) shall furnish the materials and labor necessary for the completion of the following construction:
 Remove existing asphalt and dispose of spoils. Inspect subbase for weakness.

Grade existing gravel base. Add crushed stone as needed. Compact.

Place, shape and compact hot mix asphalt. Depth listed below.

*Undercut is not included, unless mentioned below. Soft areas that require excavation and re base are T&M. Generally concerns can be detected through the existing. However it is difficult to determine the extent of the problem prior to opening it up.

*Topsoil is recommended to shore up edges following installation. Topsoil is NOT included in this quote

* Owner is responsible for any driveway permits.

**2% slope is required to guarantee against water ponding.

***Asphalt Specialists is not responsible for any damages to unmarked private utilities.

Description	Cost
City Hall street patch 18x13 234SF. 5 ton HMA @ 3inches	1,400.00
Lot sinkhole. S. Main & John St. 11x11 remove and replace with 3 inches (add stone)	1,200.00
Grand & W Charles corner street patch 48x12, 12x12 720 SF. 15 ton HMA	4,000.00
*Temporary patches 6 to 10 years.	
	\$6,600.00

This proposal may be withdrawn by CONTRACTOR if not accepted within 10 days. Due to volatility in oil prices , asphalt prices are subject to change. a deposit of 50% is required on all paving projects for work to commence.

- All material is guaranteed to be as specified, with the above work completed in a substantial workmanlike manner.
- CONTRACTOR warrants all workmanship for a period of one (1) year from date of application. Under no circumstances shall any liability for damages ever exceed the selling price of the materials and labor.
- Upon acceptance, please sign and forward copy to our office.
- OWNER agrees to pay CONTRACTOR for said construction in two (2) installments, 50% down prior to start of work, balance due net ten (10) days upon completion of work. A Delinquency Charge of 1.5% per month (18% per annum) will be assessed on any unpaid balance following final maturity of 30 days, and at the expiration of each succeeding 30 day period thereafter. All warranties void if not paid in 30 days.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. OWNER to carry fire, tornado and other necessary insurance. Workmen's Compensation and Public Liability insurance on above work are taken out by CONTRACTOR.

Signature: Chris Manninen (920) 922 3422
 (CONTRACTOR REPRESENTATIVE)

The above prices and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____
 (OWNER/AUTHORIZED SIGNATURE)

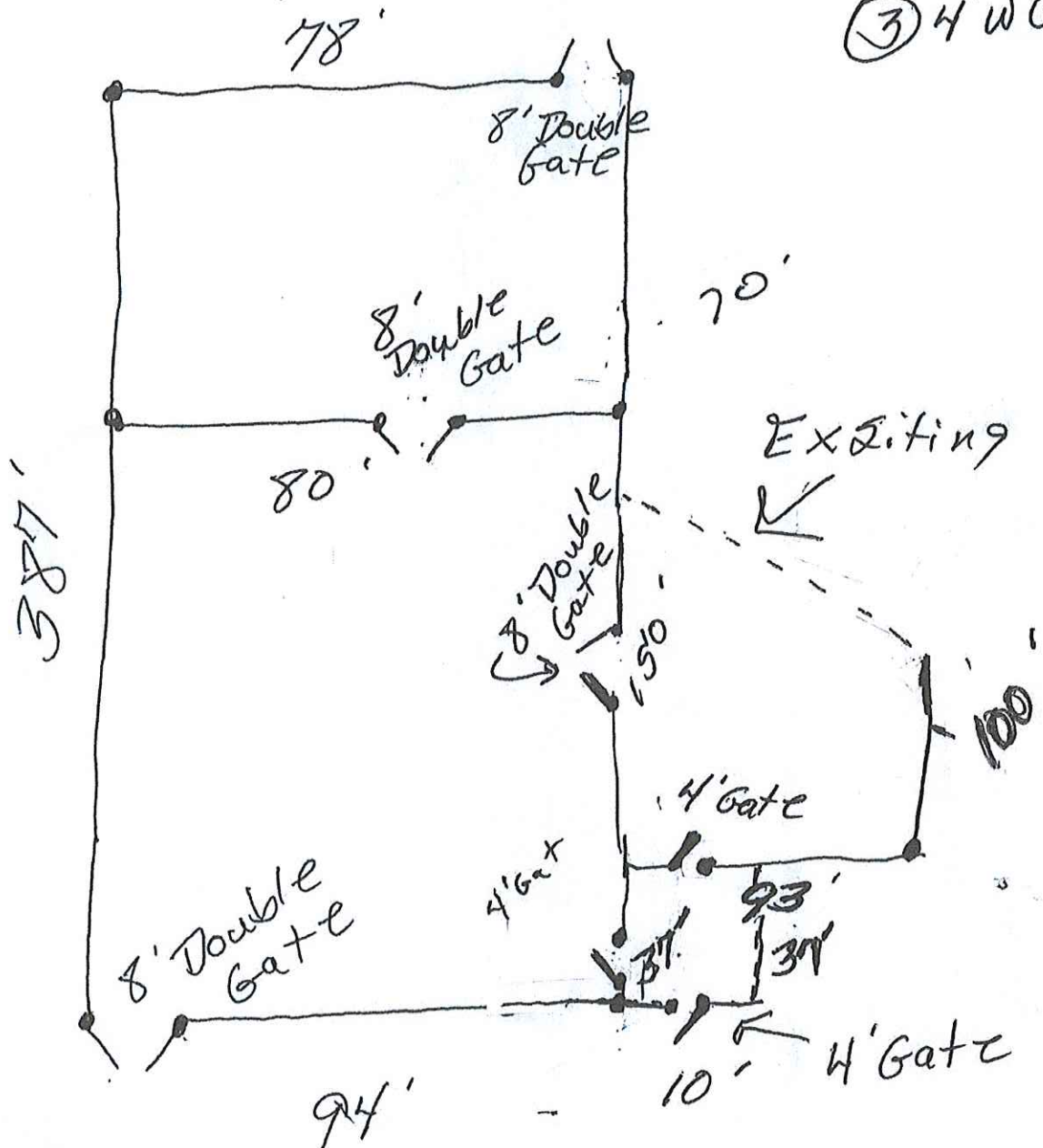
Quote Sheet

Date	Vinyl
Name <i>Nichole Augustynowicz</i>	Wood
Address <i>461 W Manchester St. Markesan WI 53946</i>	Chainlink <i>5' Galvanized</i>
	Montage
Phone <i>920-767-1661</i>	Commercial
Email <i>nicholeaz4@gmail.com</i>	Repair

Total Footage 1066'

Going with the 5' tall galvanized chain link

- ④ 8' DBI Gates
- ③ 4' W Gates



Monte Drape
 New Beginnings Custom Painting
 141840 Manchester St
 Maekeson Wc 53946 Cell ph (608) 547-3393

RECEIVED AUG 04 2023

Proposal

PROPOSAL NO. 4125
 SHEET NO.
 DATE 7/31/23

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME City of Maekeson	ADDRESS Scout Cabin
ADDRESS PO BOX 352	DATE OF PLANS Summer of 24'
PHONE NO. Maekeson Wc 53946	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Powerwashing & Painting Scout Cabin

- 1) First I would powerwash the Building
- 2) I would prime all new wood areas also I will do some caulking where needed
- 3) Then I would paint the Building white (2 coats of paint) using a very high quality latex paint
- 4) Then I will paint the trim of the windows & doors black to match what is there now.
- 5) All work is expected to take about a week depending on weather
- 6) All work can get done the summer of 2024
- 7) I didn't figure either wooden deck, but they should get some sort of stain or sealer on them ASAP

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$ 6000.00) with payments to be made as follows.

100% upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Monte Drape

Per

New Beginnings

Note — this proposal may be withdrawn by us if not accepted within (15) days.

New Beginnings

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date _____



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

PLANNING COMMISSION MEETING

Markesan City Hall

July 18, 2023

6:00 pm

AGENDA

Call to Order

Roll Call

New Business: Discussion and Action on Certified Survey Map to convert two lots located at 495 and 505 Hollander Street, Markesan into one lot for owner's Kent and Jessica Kastenschmidt.

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall

Post Office ERGO Bank
Berlin Journal Newspaper

Dated July 13, 2023

Elizabeth Amend, Clerk-Treasurer

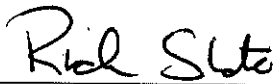
Planning Commission Meeting
July 18, 2023 @ 6:00 PM
Markesan City Hall

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

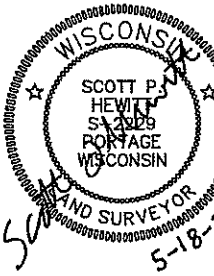


Rich Slate, Chairperson

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
 PROFESSIONAL SERVICES
 825 EAST SUNRISE STREET, P.O. BOX 573 PORTAGE, WI 53001
 PHONE: PORTAGE: (800) 742-7788 SAUK: (800) 644-8877
 FAX: (800) 742-0434 E-MAIL: surveying@grothman.com
 (RED LINES REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 423-169

DRAFTED BY: A. JEROME

CHECKED BY: RC

PROJ. 423-169

DWG. 423-169

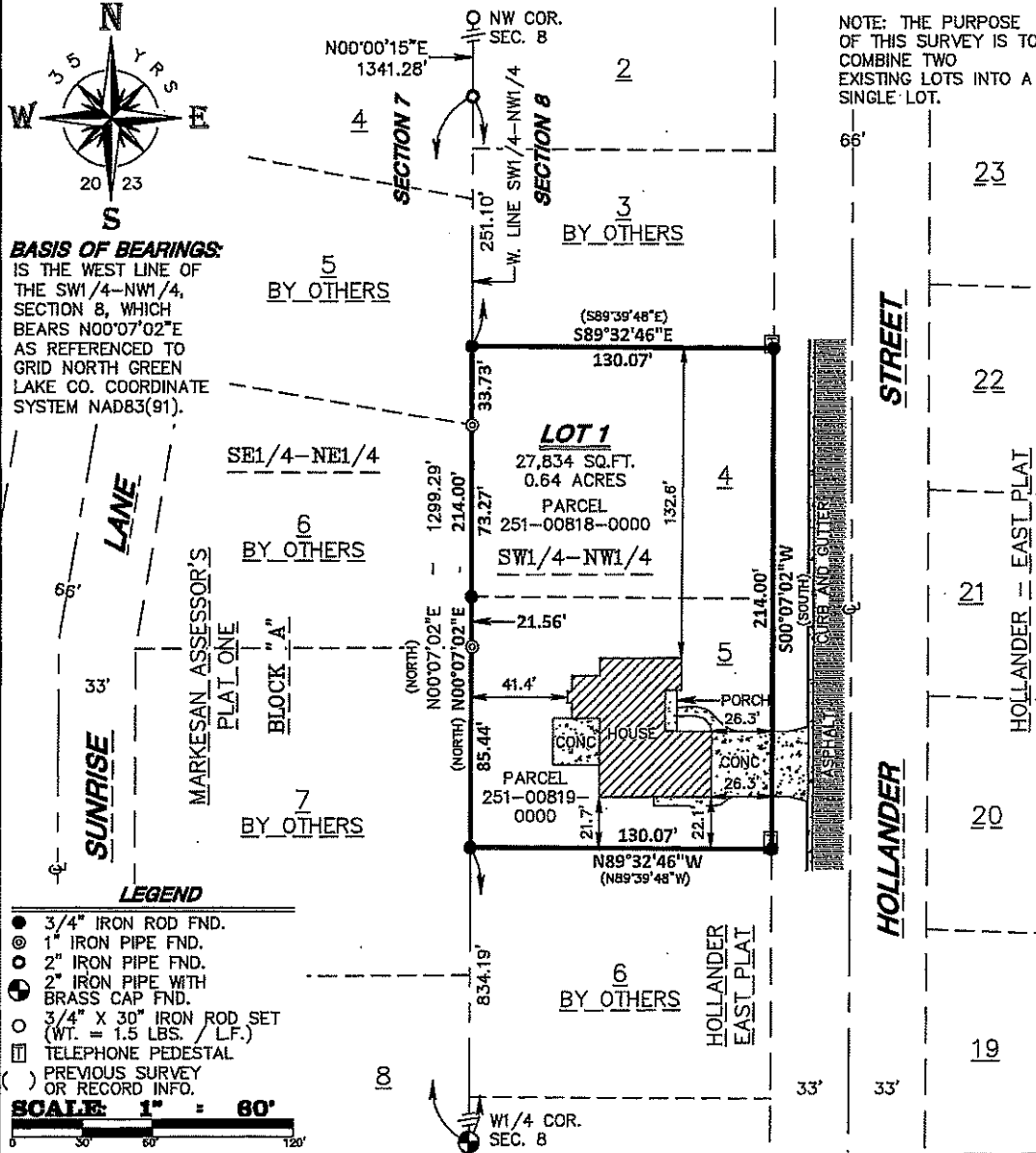
SHEET 1 OF 3

GREEN LAKE COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____ Page _____

BEING LOTS 4 AND 5 OF HOLLANDER - EAST PLAT, LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 8, T. 14 N., R. 19 E., CITY OF MARKESAN, GREEN LAKE COUNTY, WISCONSIN.



BASIS OF BEARINGS:
 IS THE WEST LINE OF THE SW1/4-NW1/4, SECTION 8, WHICH BEARS N00°07'02"E AS REFERENCED TO GRID NORTH GREEN LAKE CO. COORDINATE SYSTEM NAD83(91).

NOTE: THE PURPOSE OF THIS SURVEY IS TO COMBINE TWO EXISTING LOTS INTO A SINGLE LOT.

- LEGEND**
- 3/4" IRON ROD FND.
 - ⊙ 1" IRON PIPE FND.
 - ⊖ 2" IRON PIPE FND.
 - ⊕ 2" IRON PIPE WITH BRASS CAP FND.
 - ⊙ 3/4" X 30" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
 - ⊞ TELEPHONE PEDESTAL
 - () PREVIOUS SURVEY OR RECORD INFO.

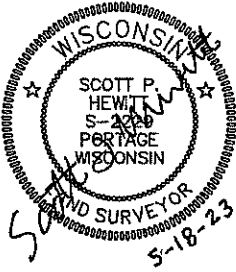
SCALE: 1" = 60'

CLIENT/OWNER: KENT K. AND JESSICA L. KASTENSCHMIDT
 505 HOLLANDER STREET
 MARKESAN, WI 53946

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES
625 EAST SLIEFER STREET, P.O. BOX 373 PORTAGE, WI. 53001
PHONE: PORTAGE (808) 742-7789 SAUK (808) 844-8577
FAX: (808) 742-0434 E-MAIL: surveylog@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 423-169



DRAFTED BY: A. JEROME

CHECKED BY: RC

PROJ. 423-169

DWG. 423-169

SHEET 3 OF 3

GREEN LAKE COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

BEING LOTS 4 AND 5 OF HOLLANDER - EAST PLAT, LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 8, T. 14 N., R. 13 E., CITY OF MARKESAN, GREEN LAKE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

As Owner(s), I/we hereby certify that I/we caused the land on this certified survey map to be surveyed, monumented, mapped and divided as represented on this certified survey map.

Witness the hand and seal of said Owner(s) this _____ day of _____, 20____.

Kent K. Kastenschmidt

Jessica L. Kastenschmidt

STATE of WISCONSIN)

SS)

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named Kent K. and Jessica L. Kastenschmidt to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

PLAN COMMISSION APPROVAL

This Certified Survey Map was approved by the Plan Commission of the City of Markesan this _____ day of _____, 20____.

Mayor

CLIENT/OWNER: KENT K. AND JESSICA L. KASTENSCHMIDT
505 HOLLANDER STREET
MARKESAN, WI 53946

As prepared by:
GA GROTHMAN & ASSOCIATES S.C.
PROFESSIONAL SERVICES
625 EAST SUIPER STREET, P.O. BOX 373 PORTAGE, WI. 53001
PHONE: PORTAGE: (808) 742-7788 SAUC: (808) 844-8877
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 423-169

DRAFTED BY: A. JEROME

CHECKED BY: RC

PROJ. 423-169

DWG. 423-169

SHEET 2 OF 3

GREEN LAKE COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____ Page _____

BEING LOTS 4 AND 5 OF HOLLANDER - EAST PLAT, LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 8, T. 14 N, R. 13 E, CITY OF MARKESAN, GREEN LAKE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Professional Land Surveyor, do hereby certify that by the order of **Kent K. and Jessica L. Kastenschmidt**, I have surveyed, monumented, mapped and combined Lots 4 and 5 of Hollander-East Plat located in part of the Southwest Quarter of the Northwest Quarter, Section 8, Town 14 North, Range 13 East, City of Markesan, Green Lake County, Wisconsin.

Containing 27,834 square feet, (0.64 acres), more or less. Being subject to servitudes and easements of use or record if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Markesan Subdivision Ordinance in surveying and mapping the same to the best of my knowledge and belief.

Scott P. Hewitt

SCOTT P. HEWITT

Professional Land Surveyor, No. 2229

Dated: May 18, 2023

File No. 423-169

CLIENT/OWNER: KENT K. AND JESSICA L. KASTENSCHMIDT
505 HOLLANDER STREET
MARKESAN, WI 53946