



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

October 10, 2023

7:00 PM

1. Preliminaries
 - 1.1. Call to Order
 - 1.2. Roll Call by the Clerk-Treasurer
 - 1.3. Pledge of Allegiance
 - 1.4. Citizen's Comments
2. Approval & Review of Minutes, Reports, & Correspondence
 - 2.1. Approve Common Council Minutes – September 12, 2023
 - 2.2. Approve Dog Park Committee Minutes – September 13, 2023 and October 5, 2023
 - 2.3. Approve Deer Management Committee Minutes – September 27, 2023
 - 2.4. Approve September Police Report & October Schedule
 - 2.5. Approve Finance, Personnel & Safety Minutes and Closed Session Finance Minutes – October 3, 2023
 - 2.6. Approve Public Property & Health Minutes – October 3, 2023
 - 2.7. Approve Streets, Buildings & Utilities Minutes – October 3, 2023
 - 2.8. Approve September Library Director's Report and Markesan Library Board Minutes – September 21, 2023
3. Approval of Claims:
 - 3.1. City Checks #37995-38038, Electronic Payments #EFT 1423-1435, Direct Deposits # 5870-5913 for a total of \$122,162.41, and Utility Checks #13205-13216 for a total of \$34,508.13
 - 3.2. Approve and File September 2023 Treasurer's Report for Audit
4. Old Business
 - 4.1 Discussion and Action on the Tree Stand Rule for the Deer Management Program: Install Stands As Early As September 1st and Remove All Tree Stands By February 15th Each Year of the Public Hunt
 - 4.2 Discussion and Action on the Removal of Zanto Park for Public Land for the Deer Management Program
 - 4.3 Discussion and Action on the 2023 Deer Management "Horn-et Award"
 - 4.4 Discussion and Action on the GFL Solid Waste Midwest, LLC Contract for Residential Municipal Solid Waste and Recycling Collection Services Starting January 1, 2024
5. New Business
 - 5.1. Discussion and Action on the 2024 City Employee's Wages
 - 5.2. Discussion and Action on Changes to the Employee Handbook: Section 8: Employee Safety & Wellness
 - 5.3. Discussion and Action on Part-Time Public Works Employee Wage Scale
 - 5.4. Discussion and Action on Recommendation from Chief Pflum to Keep Rachel Heiling as Police Clerk, Not to Exceed 150 Hours at \$20 an Hour Per Year
 - 5.5. Discussion and Action on Pay Application #5 for Kopplin & Kinas Co. Inc. for \$278,747.40
 - 5.6. Discussion and Action on BATI Invoice – City Hall Air Conditioning and Heating Electrical System
 - 5.7. Discussion and Action on the Dog Park Rules
 - 5.8. Discussion and Action on Recommendations for Public Works Projects for 2023 and 2024 Budget - Kiwanis Park Repairs and Library Shed Repairs – Dykstra Bid
 - 5.9. Discussion and Action on the Creation of a City Park Plan

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.

- 5.10. Discussion and Action on Pool Violation Citation for 180 W Manchester Street
- 5.11. Discussion and Action on Property Maintenance Violation Citation for 325 E John Street
- 5.12. Discussion and Action on Tree Stump Removal Bid for \$1,250 from Ultimate Outdoor Brothers
- 5.13. Discussion and Action on the 2024 Budget – Approval to Publish Budget
- 5.14. Accept Deputy Clerk-Treasurer, Rachel Heiling, Resignation
- 5.15. Accept Deer Management Committee Member, Tom Ruetten, Resignation
- 5.16. Approval of Operator Licenses for the period ending 6/30/24: Brian Schoenecker and Matthew Schoenecker

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.

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CITY OF MARKESAN COMMON COUNCIL

Markesan City Hall

September 12, 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 (via phone), Ald. Thiem, Mayor Slate, Ald. Glisch and Ald. Triemstra. Kirsten Radtke from Berlin Journal and Clerk-Treasurer Betsy Amend. Also present was Tom Ruetten from the Deer Management Committee
- 1.3 Pledge of Allegiance
- 1.4 Citizen's comments: Rich advised Tom Ruetten to speak during agenda item 4.1, Reconsidering the "Horn-et Award"

2. Approval & Review of Minutes, Reports & Correspondence

- 2.1 After review, motion Abendroth/Triemstra to approve the August 8, 2023 Common Council minutes and Common Council Closed Session minutes as presented; motion carried 6-0.
- 2.2-2.9 After review of all items, motion Prill/Triemstra to approve the COW Finance, Personnel & Safety Minutes of August 22, 2023, Dog Park Committee Minutes of August 24, 2023, Deer Management Committee Minutes of August 31, 2023, August Police Report & September Schedule, Finance, Personnel & Safety Minutes of September 5, 2023, Streets, Building & Utilities minutes of September 5, 2023 (date corrected on agenda), Public Property & Health minutes of September 5, 2023, August Library's Director's Report and Markesan Library Board minutes of August 24, 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 Abendroth/Prill to approve the following vouchers as presented: City Checks #37936-37994, electronic payments #EFT 1403-1422, and direct deposits #5826-5869 in the amount of \$157,144.09, and Utility Checks #13185-13204 in the amount of \$29,124.91; motion carried 6-0 on a roll call vote.
- 3.2 After review, by consensus the August 2023 Treasurer's Report was filed for audit.

4. Old Business

- 4.1 (Clerk's Clarification) Mayor Slate began the discussion with explaining that the "Horn-et Award", which allows harvesting 2 does first and then harvesting a buck, needed to be relooked at by the Deer Management Committee and then needed to be brought back to the Council for reconsideration. Mayor Slate first allowed Tom Ruetten from the Deer Management Committee to address the Council with concerns he had with the program. Tom Ruetten spoke for 15 minutes on the hunt rules and procedures of the committee. Discussion started with Tom and the Council members on the rules, regulations and procedures, but Mayor Slate said the discussion was off topic and that these items would be addressed at the next Finance & Safety meeting in October. Mayor Slate said that the motion to be addressed was the reconsideration of the "Horn-et Award" only, not the pause of the hunting. Mayor Slate recommended that the Deer Management Committee meet and discuss the concerns of the rules and procedures and bring the recommendations to the October Finance meeting. Motion Thiem/Triemstra to reconsider the "Horn-et Award"; Mayor Slate opened the floor up to the motion on the table and Ald. Thiem suggested the "Horn-et Award" be put on hold until the Deer Management Committee could meet and get on the same page. No other opinions were voiced at this time; the vote on the reconsideration of the Horn-et Award" was Abendroth-aye, Glisch-aye, Lager-aye, Prill-aye, Thiem-aye, Triemstra-aye; motion passed 6-0 with roll call vote. Mayor Slate then informed the Council that they voted to approve it, but the Mayor said he was going to do a revote to allow the Council to understand how they were voting, which meant that a yes vote is for approving it and a no vote was for scraping it. Ald. Prill stated that the Council should have known how they were voting, but the Mayor still took a revote. The revote on the reconsideration of the Horn-et Award" was Abendroth-no, Glisch-aye, Lager-no, Prill-aye, Thiem-no, Triemstra-no; motion failed 4-2 on a roll call vote. Mayor Slate then stated that the hunters were to hold off on shooting bucks at this time.

Mayor Slate stated that he would contact Matt Amend to hold a Deer Management meeting to address the issues at hand. Mayor Slate also stated that he has clarified with Matt Amend on how to hold a meeting and the procedures of a meeting, as the Mayor did not do that with him in the beginning. Meetings will be run accordingly going forward. Ald. Prill asked Tom Ruetten if he was on the committee or off. Tom stated that he was still on now. Mayor Slate did clarify that he did resign but then did tell Mayor Slate that he was going to stay on the committee. Tom Ruetten and another member of the committee were asked by both Mayor Slate and Clerk-Treasurer Betsy Amend to put it in writing if they were resigning. Tom Ruetten did not put it in writing, while the other member did send an email to Betsy Amend. It was clarified that one member of the Deer Management Committee needed to be replaced and appointed later in the agenda. Following the Common Council meeting, the City Attorney determined the revote as null and void, since no motion was made before the revote and also the Horn-et Award was not voted on, just the reconsideration was voted on twice.

- 4.2 Motion Prill/Abendroth to accept the 2024 GFL Solid Waste Midwest, LLC contract for residential municipal solid waste and recycling collection services for 7 years and with the final changes approved by City Attorney Dan Sondalle; motion carried 6-0 on a roll call vote. The final contract will be sent to the October meetings.

5. New Business

- 5.1 Motion Triemstra/Thiem to approve the City's Halloween date and hours to be Tuesday, October 31st, 2023 from 6:00-7:30 PM; motion carried 6-0.
- 5.2 Mayor Slate recommended appointing Hunter Kennow as the new member of the Deer Management Committee; motion Triemstra/Lager to appoint Hunter Kennow; motion carried 6-0.
- 5.3 Motion Triemstra/Abendroth to approve the bid from Pat's Tire Sales for \$7,325 for Pay Loader Tires; motion carried 6-0 on a roll call vote.
- 5.4 Motion Prill/Thiem to approve the bid from Asphalt Specialist for \$6,600 for the blacktop work on the City Hall parking lot, sinkhole at S. Main & John Street and street patch at Grand & W. Charles Street; motion carried 6-0 on a roll call vote.
- 5.5 Motion Prill/Triemstra to approve the purchase of the Dog Park Fence for \$16,033.60, with all the funds to be fundraised; motion carried 6-0 on a roll call vote.
- 5.6 Grand River Bookkeeping decided not to lease an office from the City. No Action.
- 5.7 Motion Glisch/Prill to approve the bid from New Beginnings Custom Painting for the Scout Cabin at Soldier's & Sailor's Park for the painting of the cabin in 2024 for \$6,000; motion carried 6-0 on a roll call vote.
- 5.8 Motion Triemstra/Thiem to approve the recommendation from the Planning Commission to approve the CSM for 495 and 505 Hollader Street; motion carried 6-0.
- 5.9 Motion Thiem/Lager to grant Operator's License for the period ending 6/30/24 to Kimberly A Timm; motion carried 6-0.

6. **Schedule Future Meetings and Agenda Items.** The following meetings were scheduled: Streets, Building & Utilities Committee – October 3, 2023 at 6:00 PM at City Hall; Public Property & Health Committee – October 3, 2023 immediately following Streets, Buildings & Utilities Committee meeting at City Hall; Finance, Personnel & Safety Committee – October 3, 2023 immediately following Public Property & Health Committee meeting at City Hall; and Common Council – October 10, 2023, 7:00 PM at City Hall.

7. **Adjournment.** Motion Triemstra/Thiem to adjourn; motion carried 6-0. The meeting adjourned at 7:42 PM.

Respectfully submitted,

Elizabeth A. Amend, Clerk-Treasurer

Dog Park Committee Meeting
September 13, 2023 @ 6:30 PM
Markesan, WI

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

With a Quorum present, the Chairperson called the meeting to order at 6:35 pm.

The city will send the signed contract and first installment with installation dates of October 18-20.

The committee suggested holding a soft opening October 21, 2023 with Halloween dog costume party.

The Mayor will look into if the City has a small tin garbage can to use temporarily.

The committee will approve rule changes at the last meeting and will complete a final review at the next meeting.


Motion to purchase a general rule park signs not to exceed \$120 by Helen/Charlene.
Motion carried.

The committee requested the Mayor update the committee on the security cameras at the next meeting.

The next meeting is at City Hall at 6:30 pm on October 5, 2023.

The meeting adjourned at 7:08 pm.

Respectfully submitted by



Rich Slate, Chairperson

Dog Park Committee Meeting
October 5, 2023 @ 6:30 PM
Markesan, WI

The following members were present: Nichole Augustyowicz, Kathy Loudenslager, Kimbal Loudenslager, Helen Reid, and Rich Slate.

With a Quorum present, the Chairperson called the meeting to order at 6:37 pm.

The fencing is still on track to start October 17, 2023.

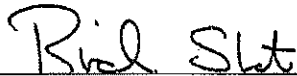
The Committee will only purchase security cameras once we raise the funds.

Motion to approve the Dog Park Rules by Kathy/Nichole. Motion carried.

A soft opening of the Dog Park is on October 21, 2023, with a ribbon cutting at 10 am and a costume contest around 10:30 am, followed by a light lunch.

The meeting adjourned at 7:18 pm.

Respectfully submitted by



Rich Slate, Chairperson

**CITY OF MARKESAN
DEER MANAGEMENT COMMITTEE**

**Markesan City Hall
September 27, 2023**

Minutes

Call to Order by Matt Amend at 6:00 PM

Roll Call By Sign-in; Present: Matt Amend, Jeff Killam, Dale Justmann (via telephone), Tom Ruetten, Hunter Kennow, also in attendance was Rich Slate, Glen Kennow, Pat Prill, Eric Ruetten and Dave Abendroth.

Public Comments: Pat Prill asked for the Committee to speak to Jeff Heberer in regards to the hunters parking at the WWTP.

Old Business:

- Motion Ruetten/Justmann to eliminate the “Horn-et Award”; motion failed 2-3: Amend-no, Kennow-no, Killam-no, Ruetten-yes, Justmann-yes.
- Mayor Slate has appointed Hunter Kennow as the new Deer Management committee member.
- Update on Expenses: Balance in account is \$94.11. Distributing \$200 to the Markesan Food Pantry, \$200 to the Green Lake County CDAC, \$100 for gift cards.

New Business:

- Hunter Update: Travis Uherka still to do the orientation and Bryan Hamer is going to advise committee if he still wants to hunt soon. Committee will search for other hunters if these two decline.
- 2023 Harvest Update: 2 doe by Ethan Gerbitz, 2 doe by Josh Dykstra and one doe by Nick Slate.
- Motion Amend/Ruetten to recommend Tree Stand Policy to be added to the rules: All tree stands can begin to be installed on September 1st and removed by February 15th for each yearly public hunt; motion carried 4-0.
- Motion Justmann/Ruetten to immediately close hunting at Zanto Park; motion carried 4-0.

Adjourned at 6:32 PM



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-2121 • F: (920) 398-8127

Markesan Police Department
William A. Pflum, Chief of Police

Finance, Personnel and Public Safety Committee

Presented on October 3, 2023

September 2023

Agenda:

Police Clerk

Appendix:

Police Clerk Position

Rachel Heiling has been this department's clerk since 2015, during that time she has done an outstanding job and fully understands the needs of the department. I have spoken to Rachel and she advised that she would be willing to stay on as the police clerk.

The duties of the police clerk can be done after hours and on weekends, thus could work into her schedule with her new job. This department would like to maintain employment with Rachel for this position. It would be for 2-3 hours a week or max of 150 hours a year. This amount is already allotted in my budget.

This department asks that you allow Police Clerk Heiling to continue employment with this department. It simply doesn't make sense to spend the time and effort to retrain and educate someone new for such a low amount of hours.

Finance, Personnel & Safety Committee
City Council Chambers
October 3, 2023

Chairperson Mayor Slate called the meeting to order at 7:14 pm.

Roll call completed by sign-in.

No Citizen's Comments.

The committee received the Emergency Management Director report from Mr. Ross.

- The Cord Reels and Installation cost was under budget of \$3,818.12.
- The EM will patrol on Halloween.

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

Police Chief Report from Chief Pflum. Motion to keep Rachel Heiling on as police clerk not to exceed 150 hours at \$20 per hour by Abendroth/Treimstra. Motion carried.

Motion to enter into close session to discuss Part-Time Public Works position by Prill/Abendroth. The motion carried on a roll call vote.

Motion to write off Utility Account 252.02 due to the user's death by Prill/Treimstra. Motion carried.

Motion to send the Municipal Solid Waste and Recycling Contract to Council for approval by Prill/Abendroth. Motion carried.

Motion to bid out the Maintenance Assessment Service and City-Wide Re-Assessment by Abendroth/Treimstra. Motion carried.

Motion to accept Rachel Heiling's resignation with regrets by Treimstra/Prill. Motion carried.

Motion to send the 2024 Budget to Council for Publication by Prill/Abendroth. Motion carried.

Motion to adjourn by Treimstra/Prill. Motion carried. The meeting adjourned at 8:30 pm.

Respectfully submitted by



Rich Slate, Chairperson

PUBLIC PROPERTY & HEALTH COMMITTEE
Markesan City Hall
October 3, 2023
Immediately following Streets, Building & Utilities Committee

MINUTES

Call to Order at 6:15 p.m.

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

Citizen's Comments – None, but several interested persons were in attendance.

Public Works Report

Grass trimming at the Cemetery – Following discussion regarding the use of Roundup around the stones causing both aesthetic and stone integrity concerns, motion was made by Pat/Rich to instruct the Public Works Dept. to not use Roundup and only trim around the stones. Motion carried.

Chipper Bids for Recycling Center Use – Per Todd's written report, he continues to work on the matter. No action.

Air Conditioning & Heat Zoning at City Hall – Per Todd's written report, B.A.T.I. will be testing the equipment on October 4. Motion was made by Rich/Adam to approve the \$1,500 cost to check the system. Motion carried. It is suggested Todd & Jim be in attendance when the system is checked to better understand it.

Old Business:

Public Works Punch List – Pat reviewed the punch list and indicated which items remain to be completed (a copy of which is attached to these minutes). Todd is to look for classes he can take online to better equip himself in identifying diseased/dead trees.

Recycling Center Agreement with Towns – It was reported that the City Attorney cannot review the agreement for us because of a conflict of interest. Since only 2 small changes were made to the previous contract, motion was made by Rich/Pat to forward the Agreement to the Towns involved for their approval and signing. Motion carried.

Items for Bidding on Punch List –

Cemetery Driveway – Pat will check with Todd to see the status.

Tree Stumps – Motion was made by Rich/Adam to accept the bid of \$1,250 from Ultimate Outdoor Brothers to grind, cleanup, add topsoil, and seed the 6 stumps (Soldiers & Sailors 3, City Hall 1, and cemetery 2). Motion carried.

Repairs and Painting at Kiwanis Park, Library and City Garage to be addressed under new business.

New Business:

Benches at Cemetery – The Chamber of Commerce has requested to put 2 benches in the inner circle of the new cemetery. Motion was made by Rich/Adam to

approve their request, but ask that a placement diagram be provided the City prior to installation. Motion carried.

Deer Management Committee Rules Recommendations –

Following comments by several interested people, motion was made by Rich/Clint to approve the committee's recommendation to allow hunters to install tree stands on public property as early as Sept. 1, but must be removed by February 15th of each hunting season. Motion carried.

Motion by Rich/Pat that Zanto Park land be removed from the public land for hunting, Motion carried.

Horn-et Award for Deer Management Program – Considerable discussion was held regarding the Horn-et Award (shooting of 2 doe earns the hunter the right to get a buck). Several suggestions were to increase the number of doe before a buck can be shot. Eventually a motion was made by Pat/Rich to continue the Horn-et Award program as previously approved August 8, 2023. Roll call: 2 Aye (Pat & Rich), 2 Naye (Adam & Clint.) Motion failed. Pat requested that the City Attorney give a determination as to whether this issue can be brought again or if the action of August 8th stands.

Purchase 15 Deer Tags for Deer Management – Motion was made by Rich/Pat to authorize the expenditure of up to \$180 to reimburse hunters for extra tags (\$12 ea.) that they may need provided they have used their tags first. Motion carried.

Community Garden Update – Wendy Metke updated the committee regarding the first year of the Community Garden. She is requesting that additional land be available. Motion was made by Rich/Adam to authorize the continuance of the garden for another year, further expansion be allowed, and have Pat meet with Wendy to discuss concerns the City has and then present a plan to the committee addressing those concerns. Motion carried.

Young Stars Playground Equipment – No action. Rich and Pat to meet with them.

Adoption of Dog Park Rules – Motion was made by Rich/Adam to approve the Dog Park Rules as presented (copy attached). Motion carried. It was noted that a “soft opening” of the park is planned for October 21 with a dog Halloween Costume contest.

Bids for Kiwanis Park and Library shed – One bid was opened and will be reviewed prior to Council. A recommendation will be made at Council regarding what projects could fall within our 2024 budget and which might be completed in 2023.

As there was no further business to come before the Committee, motion was made by Adam/Rich to adjourn. Motion carried. Meeting adjourned at 7:13 p.m.

Respectfully Submitted

Pat Prill, Chairman

STREETS, BUILDINGS & UTILITIES COMMITTEE

Markesan City Hall

October 3, 2023

6:00 PM

MINUTES

Call to Order – At 6:00 pm by Dave.

Roll Call – Was by sign-in.

Citizen's Comments - None

Public Works Report

- Discussion and Action Timeline for Sidewalk Assessments – Betsy & Todd will put together a resolution to move forward.
- Update on Alliant Energy Repairing Holes Downtown – Todd reported receiving a call that this work will be done Oct. 2nd thru the 6th.
- Discussion and Action on Safety Procedures for the Public Works Department – Todd reviewed with Jim.
- Discussion & Action on 5 yr. Street Plan for LRIP – Todd will do a Pacer Valuation to determine the street quality.

Water & Sewer Department Report

- Discussion and Action on Al-Win Enterprise, LLC Invoice; Motion by Rich & 2nd by Dennis to approve payment of \$730.00. Motion passed all ayes.

New Business

- Discussion and Action on Pool Violation at 180 W Manchester Street – Motion by Rich & 2nd by Adam to have the Chief Issue a citation per policy. Motion passed all ayes.
- Discussion and Action on Property Maintenance at 325 E John Street – Motion by Rich & 2nd by Dennis to have the Chief issue a citation per policy. Motion passed all ayes.
- Discussion and Action on Pay App #5 to Kopplin & Kinan Co. for \$278,747.40 – Motion by Rich & 2nd by Dennis to Pay the \$278,747.40. Motion passed all ayes.

Old Business

- Update on Property Maintenance at 14 W Water Street – Per the progress made the Chief recommended to give the Owners 30 days to complete the items in violation.
- Discussion and Action on Revision of Citation Letters – Moved to November 2023 meeting.
- Update on Public Works Punch List – Progress is being made and will report next month.

Review Land Use Permits

Adjournment – **Motion by Dennis & 2nd by Adam to adjourn at 6:14 pm. Motion passed.**

Respectfully Submitted; Dave Abendroth

Markesan Public Library Report – September 2023

Programming: This September, we're celebrating Library Card Sign-Up with special stickers and treats for new library card holders! We're also celebrating our current patrons by offering overdue fine forgiveness (up to \$10) if they have preexisting overdue fines when they check out a library item this month.

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. She's able to do Storytime every other Monday. On the Mondays that she is not here, we'll play an audiobook in the children's section at 3:30 pm, and kids can work on a craft or coloring page while they listen. Play & Learn is also back in the library on the second and fourth Wednesdays of each month at 9:30 am.

Library assistant Shari Knaub is organizing a new cookbook club called "Markesan Menus." Participants get to pick out a recipe from the month's selected cookbook, and then everyone brings their dishes to share at a potluck tasting at the end of the month. Attendees will also be entered into a raffle drawing for a new cookbook. This has already generated quite a bit of interest, and it looks like it will be well attended on Thursday, September 28 @ 4:30 pm. Nancy Stellmacher and Shari have also been hard at work creating their craft kits for the fall. The first one was all reserved within only a few days of posting the announcement online!

Building & maintenance: I met with Sullivan Drywall and Monte Drager about the cracks in the ceiling paint. Both said it depends on whether the ceiling is made of drywall or plaster. Both said that any repairs would be extensive since the cracks spread across most of the ceiling, and that area of the library would have to be closed to patron use while it was repaired. The bookshelves against the walls could stay and be covered, but everything not against the wall would have to be moved out of that area while the work is being done. Neither thought it looked like structural damage to the ceiling, just cracks in the paint itself. Scaffolding or a drivable scissor lift (if the floor could support its weight) would have to be set up.

Monte Drager and Stacey Hein were both willing to continue the mural. Monte texted me a quote of \$1200 for two coats of blue paint on each wall. Todd Zamzow from the city came to test our emergency lights, and they are all OK. He said he can do this for us in the future, so we have the option of paying the city for testing our emergency lights, if the board wishes.

Other news: We have hired Ingrid Lopez as our new student page! She's a wonderful, enthusiastic addition to the team.

The new staff computer has arrived, and we will be in the process shortly of making sure all our important files on the "old" staff computer are saved in OneDrive before switching computers.

Sincerely, Vanessa Meyer—Markesan Public Library

Markesan Public Library
Board of Trustees
September 21, 2023

Minutes

I. Call to Order: The meeting was called to order at 4:21 p.m. by Vice Chairman, Harlan Barkley. Trustees present: Harlan Barkley, 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 August 24, 2023. Motion carried.

III. Input from Public: None

IV. Financial Report: Beth presented the financial report. She indicated that deposits have been made regularly to the Oshkosh Area Community Foundation (OACF) Fund by James & Margaret Lohry from California. Though it is unknown their connection to the Markesan Library, we will be sending them a Thank You for these special donations. The Treasurer's Report was filed for audit. Motion was made by Prill/Hansen to approve payment of this month's bills as presented. Motion carried.

V. President's Report: None

VI. Director's Report: It was reported that Todd from the City inspected the carpet stain in the downstairs and it was determined that it was from a prior plumbing leak.

Repair of the cracks in the ceiling of the older part of the library was tabled as we continue to monitor the issue.

Vanessa reported that the City's Public Works crew repaired the outside entryway to Sunshine Nursery School.

It was reported that Ingrid Lopez has been hired as our new Library Page.

VII. Committee Reports: Motion was made by Kirst/Kazda to authorize Stacey Hein to paint the stripes (identical to present stripes) on the west wall of the Children's Area ending at the doorway to the circulation desk. Motion carried. Nancy will continue to research possible stenciled "wording" for above the large entryway.

VIII. Old Business: No Action.

IX. New Business: Motion was made by Boelter/Hansen to approve the quote from J&H Controls in the amount of \$9,324 for 3 years for servicing of our heating and cooling system, provided that that amount is not increased greater than 10% of our previous contract. Motion carried.

Sunshine Nursery School is requesting that the Library serve as an emergency backup for them on Wednesdays from 9:00 a.m. to 11:00 a.m. Following discussion, motion was made by Prill/Hansen to respectfully decline their request because the Library is not manned from 9-10, and from 10-11 only one employee is working. Motion carried.

The Library Director hiring process was discussed – additional ads will be placed in the Ripon newspaper and the Beaver Dam Citizen.

As there was no further business to come before the Board, motion was made by Prill/Hansen to adjourn. Motion carried. Meeting adjourned at 5:10 p.m. Next meeting will be Thursday, October 19, 2023 at 4:15 p.m.

Respectfully Submitted,



Pat Prill, Secretary

October 3, 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: 37995 - 38038	\$	46,765.06
DD #5870- 5913	\$	33,301.69
EFT #1423 - 1435	\$	42,095.66

TOTAL	\$	122,162.41
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UTILITY CHECKS: #13205 - 13216	\$	34,508.13
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TOTAL	\$	34,508.13
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With the exception of:

Signed:

City of Markesan
Voucher List

September 6 through October 2, 2023

Num	Date	Name	Memo	Original Amount
EFT-1423	09/12/2023	INTERNAL REVENUE SERVICE	9/8/23 PR	-5,551.56
EFT-1424	09/12/2023	WISCONSIN DEPT. OF REVENUE	9/8/23 PR	-933.94
EFT-1425	09/12/2023	EMPOWER RETIREMENT (WDC)	9/8/23 PR	-822.00
EFT-1426	09/12/2023	EMPOWER RETIREMENT (WDC)	9/8/23 PR	-42.00
EFT-1427	09/20/2023	STATE OF WI HEALTH INS	OCT 2023 HEALTH INS	-19,733.58
EFT-1428	09/26/2023	DELTA DENTAL OF WISCONSIN	DELTAVISION OCT 2023	-64.00
EFT-1429	09/26/2023	DELTA DENTAL OF WISCONSIN	SUPPLEMENTAL DENTAL PLAN OCT 2023	-342.38
EFT-1430	09/26/2023	EMPOWER RETIREMENT (WDC)	9/22/23 PR	-822.00
EFT-1431	09/26/2023	EMPOWER RETIREMENT (WDC)	9/22/23 PR	-42.00
EFT-1432	09/26/2023	WISCONSIN DEPT. OF REVENUE	9/22/23 PR	-937.49
EFT-1433	09/26/2023	INTERNAL REVENUE SERVICE	9/22/23 PR	-5,420.42
EFT-1434	09/26/2023	WRS (Wisconsin Retirement System)	Sept 2023 Retirement	-6,935.66
EFT-1435	09/28/2023	CITGO	Sept 2023 Fuel	-448.63
			TOTAL EFT PAYMENTS	-42,095.66
DD5870	09/08/2023	Amend, Elizabeth A	Direct Deposit	-1,241.33
DD5871	09/08/2023	Behlke, Ryan R	Direct Deposit	-1,599.81
DD5872	09/08/2023	Chisnell, Gerald	Direct Deposit	-138.53
DD5873	09/08/2023	DeNell, Linda M	Direct Deposit	-94.20
DD5874	09/08/2023	Galkowski, Jackson T	Direct Deposit	-1,157.20
DD5875	09/08/2023	Glover, Valerie	Direct Deposit	-144.06
DD5876	09/08/2023	Heberer, Jeffrey	Direct Deposit	-1,792.22
DD5877	09/08/2023	Heiling, Rachel	Direct Deposit	-633.35
DD5878	09/08/2023	Huhndorf, John E	Direct Deposit	-654.78
DD5879	09/08/2023	Knaub, Sharilyn J	Direct Deposit	-344.13
DD5880	09/08/2023	Mace, Matthew R	Direct Deposit	-1,330.61
DD5881	09/08/2023	McLean, Cody	Direct Deposit	-1,386.07
DD5882	09/08/2023	Meyer, Vanessa K	Direct Deposit	-643.36
DD5883	09/08/2023	Pflum, William	Direct Deposit	-1,552.65
DD5884	09/08/2023	Plagenz-Jensen, Karen C	Direct Deposit	-498.87
DD5885	09/08/2023	Sippel, Christina J	Direct Deposit	-41.22
DD5886	09/08/2023	Stellmacher, Nancy J	Direct Deposit	-361.96
DD5887	09/08/2023	Wilderman, James H	Direct Deposit	-1,223.43
DD5888	09/08/2023	Zamzow, Todd B	Direct Deposit	-1,361.87
DD5889	09/08/2023	Corson, Amy M	Direct Deposit	-115.44
DD5890	09/08/2023	Dykstra, Dennis P	Direct Deposit	-182.85
DD5891	09/08/2023	Koos-Abendroth, Cheryl A	Direct Deposit	-67.88
DD5892	09/08/2023	Olson, Clyde A	Direct Deposit	-38.79
DD5893	09/08/2023	Slate, Rich	Direct Deposit	-461.75
DD5894	09/08/2023	Zacharias, Carmen J	Direct Deposit	-9.70
DD5895	09/22/2023	Amend, Elizabeth A	Direct Deposit	-1,241.32
DD5896	09/22/2023	Behlke, Ryan R	Direct Deposit	-1,625.65
DD5897	09/22/2023	Chisnell, Gerald	Direct Deposit	-138.52
DD5898	09/22/2023	Galkowski, Jackson T	Direct Deposit	-1,157.20

City of Markesan
Voucher List

September 6 through October 2, 2023

DD5899	09/22/2023	Glover, Valerie	Direct Deposit	-147.06
DD5900	09/22/2023	Heberer, Jeffrey	Direct Deposit	-1,792.21
DD5901	09/22/2023	Heiling, Rachel	Direct Deposit	-583.38
DD5902	09/22/2023	Huhndorf, John E	Direct Deposit	-601.46
DD5903	09/22/2023	Knaub, Sharilyn J	Direct Deposit	-403.53
DD5904	09/22/2023	Lopez, Ingrid A	Direct Deposit	-50.87
DD5905	09/22/2023	Mace, Matthew R	Direct Deposit	-1,330.61
DD5906	09/22/2023	McLean, Cody	Direct Deposit	-1,393.75
DD5907	09/22/2023	Meyer, Vanessa K	Direct Deposit	-618.96
DD5908	09/22/2023	Pflum, William	Direct Deposit	-1,552.64
DD5909	09/22/2023	Plagenz-Jensen, Karen C	Direct Deposit	-507.53
DD5910	09/22/2023	Sippel, Christina J	Direct Deposit	-55.76
DD5911	09/22/2023	Stellmacher, Nancy J	Direct Deposit	-439.88
DD5912	09/22/2023	Wilderman, James H	Direct Deposit	-1,223.43
DD5913	09/22/2023	Zamzow, Todd B	Direct Deposit	-1,361.87
			TOTAL DIRECT DEPOSIT	-33,301.69
37995	09/08/2023	MARKESAN AUTO, HOME & FARM	Misc. Parts / Supplies	-294.15
37996	09/08/2023	SECURIAN FINANCIAL GROUP, INC.	Oct 2023 Life Ins Premium	-134.72
37997	09/08/2023	SHELL FLEET	Aug 2023 Fuel	-1,177.80
37998	09/12/2023	AIRGAS USA, LLC	Cylinder Rental	-53.78
37999	09/12/2023	EMC INSURANCE	Property & Liability / Workers Comp	-4,674.52
38000	09/12/2023	ERGO BANK OF MARKESAN	WRS Loan - Payment #64	-320.64
38001	09/12/2023	HORICON BANK VISA	1&1 / Amend - Conf. / Pflum - Conf.	-356.53
38002	09/12/2023	JOHNSON BLOCK AND COMPANY	TIF Report / CDBG	-2,100.00
38003	09/12/2023	MARKESAN LUMBER	S&S Park	-30.12
38004	09/12/2023	MODERN OVERHEAD DOOR CORP.	S&S Park	-43.34
38005	09/12/2023	THEDA CARE LABORATORIES	Blood Draw	-42.50
38006	09/12/2023	WASTE MANAGEMENT CORPORATE SERVICES	September 2023 Trash & Recycling	-7,953.68
38007	09/18/2023	ALCIVIA	Weed Killer / LP Tank	-662.50
38008	09/18/2023	ALLIANT ENERGY/WP&L	Aug - Sept 2023 Electric Bills	-3,514.52
38009	09/18/2023	BERLIN JOURNAL NEWSPAPERS	9/11 Remembrance Ad	-69.00
38010	09/18/2023	BROOKS TRACTOR	Parts	-111.58
38011	09/18/2023	ERGO BANK OF MARKESAN	Durango Payment #1	-3,500.00
38012	09/18/2023	GOLDEN WEST INDUSTRIAL SUPPLY	Safety Cone / Pocket Knife / Gloves	-786.39
38013	09/18/2023	HUB INTERNATIONAL MIDWEST LTD.	Public Official Bond / Amend	-375.00
38014	09/18/2023	RENNERT'S FIRE EQUIPMENT	2023 Durango / Upfit	-15,206.42
38015	09/18/2023	THE UNIFORM SHOPPE	Galkowski / Hat	-38.95
38016	09/18/2023	VERIZON WIRELESS	Sept - Oct 2023 Cell Phone	-92.53
38017	09/19/2023	D&E DIESEL SERVICES LLC	Plow Truck	-957.49
38018	09/25/2023	PRE-EMPLOYMENT FUND	Sept 2023 Pre Employment / Galkowski	-128.20
38019	09/25/2023	US POSTMASTER	6 Rolls of stamps	-396.00
38020	09/26/2023	SECURIAN FINANCIAL GROUP, INC.	SEPT ACCIDENT INS 2023 - 76038	-45.72
38021	09/29/2023	MARKESAN, CITY OF-PETTY CASH	Postage	-38.86
38022	10/02/2023	AMEND, ELIZABETH	Reimb / Mileage to Conference	-69.43
38023	10/02/2023	ARAMARK	9/14/23 Rug Cleaning	-68.97
38024	10/02/2023	BALLWEG IMPLEMENT	Oil / Lawn Mowers	-138.13

10:15 AM
10/02/23

City of Markesan Voucher List

September 6 through October 2, 2023

38025	10/02/2023	BEHLKE, RYAN	Pen w/ Ink	-45.34
38026	10/02/2023	CENTURYLINK BUSINESS SERVICES	Aug - Sept 2023 Phone / Internet	-452.88
38027	10/02/2023	COMPLETE OFFICE OF WISCONSIN	Toner / TP / Paper Towel	-213.35
38028	10/02/2023	GRAND RIVER FIRE DISTRICT	July - Aug 2023 Incident Charges	-291.00
38029	10/02/2023	GRAPHIC SIGN & LETTER CO., INC	2023 Durango / Lettering	-160.40
38030	10/02/2023	LITTLE GREEN LAKE PROT & REHAB DISTRICT	July - Sept 2023 Water/Sewer	-390.58
38031	10/02/2023	MARKESAN LUMBER	Kiwanis Park / Benches	-155.80
38032	10/02/2023	MID-AMERICAN RESEARCH CHEMICAL	Garbage Bags	-288.53
38033	10/02/2023	MODERN RENTALS, INC.	Oil Filter / Leaf Motor	-10.99
38034	10/02/2023	MONROE TRUCK EQUIPMENT	Plow Truck	-393.37
38035	10/02/2023	NESS ELECTRIC, INC	Park Bathroom	-362.60
38036	10/02/2023	SHRED-IT USA	Shredding Service	-95.67
38037	10/02/2023	WE ENERGIES	Aug - Sept 2023 Gas Bills	-111.43
38038	10/02/2023	WELLS FARGO REMITTANCE CENTER	O'Reilly / Amazon / Google	-411.65
			TOTAL CHECK PAYMENTS	-46,765.06
			TOTAL PAYMENTS	-122,162.41

Markesan Utilities Voucher List

September 6 through October 2, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>
13205	09/18/2023	ALLIANT ENERGY/WP&L	Aug - Sept 2023 Electric Bill	-3,089.94
13206	09/18/2023	BEAHM'S STUMP GRINDING LLC	Stump Removal	-175.00
13207	09/18/2023	DALTON LUMBER	Windows	-338.36
13208	09/18/2023	ENVIRONMENTAL CONSULTING	WET Testing	-1,600.00
13209	09/18/2023	GREAT LAKES TV SEAL INC	Clean Tanks	-2,500.00
13210	09/25/2023	MARKESAN, CITY OF	Sept '23 PR Reimb / Aug '23 Expense Reim	-20,432.04
13211	10/02/2023	AL'S PLUMBING	Hein Park / Bath house	-206.69
13212	10/02/2023	CORE & MAIN	Software Support / Meters	-5,105.24
13213	10/02/2023	L W ALLEN, INC.	Well 3 PLC Faulted	-609.30
13214	10/02/2023	NORTH CENTRAL LABS, INC.	Supplies	-143.54
13215	10/02/2023	USA BLUEBOOK	Supplies	-280.83
13216	10/02/2023	WE ENERGIES	Aug - Sept 2023 Gas Bills	-27.19
			TOTAL CHECK PAYMENTS	-34,508.13
			TOTAL PAYMENTS	-34,508.13

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

	Jan - Sep 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	221.49	325.00	-103.51	68.2%
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	606,590.27	775,491.49	-168,901.22	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			
4362300 · 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	1,205.00	1,300.00	-95.00	92.7%
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	5,305.00	4,000.00	1,305.00	132.6%
4440000 · Land Use Permits	390.00	250.00	140.00	156.0%
4450000 · MDM Hunter Permit Fee	240.00	200.00	40.00	120.0%
Total 4400000 · Licenses & Permits	11,810.28	11,540.00	270.28	102.3%
4500000 · Fines, Forfeits & Penalties				
4510000 · Ordinance Violations	10,738.93	9,000.00	1,738.93	119.3%
4510100 · Parking Violations	320.00	600.00	-280.00	53.3%
4500000 · Fines, Forfeits & Penalties - Other	-218.50			
Total 4500000 · Fines, Forfeits & Penalties	10,840.43	9,600.00	1,240.43	112.9%
4600000 · Public Charges for Services				
4610000 · Clerk-Treas Fees	765.00	1,200.00	-435.00	63.8%
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	3,551.87	3,400.00	151.87	104.5%
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	530.00	150.00	380.00	353.3%
Total 4600000 · Public Charges for Services	7,188.20	8,300.00	-1,111.80	86.6%
4700000 · Intergov't Charges for Services				
4732100 · School Liason	45,318.00	61,000.00	-15,682.00	74.3%
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	50,305.50	76,000.00	-25,694.50	66.2%
4800000 · Miscellaneous Revenue				
4811000 · Interest-City Investments	7,525.67	1,500.00	6,025.67	501.7%
4820000 · Rent-Muni Bldg	12,150.00	16,200.00	-4,050.00	75.0%
4820100 · Rent-Land	2,051.25	3,600.00	-1,548.75	57.0%
4820200 · Rent-Cell Tower	10,231.21	11,475.00	-1,243.79	89.2%
4840900 · Ins Dividends	1,893.00	2,000.00	-107.00	94.7%

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

	Jan - Sep 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	65.00	3,000.00	-2,935.00	2.2%
4890100 · Wage Carryover from 2022	0.00	30,000.00	-30,000.00	0.0%
4890000 · Exp Reimb-All Types	10,108.68	2,500.00	7,608.68	404.3%
Total 4800000 · Miscellaneous Revenue	48,611.13	135,275.00	-86,663.87	35.9%
Total Income	904,838.75	1,585,476.93	-680,638.18	57.1%
Gross Profit	904,838.75	1,585,476.93	-680,638.18	57.1%
Expense				
5100000 · General Government				
5100100 · W&S Expense Reimb	-8,905.23			
5100111 · Accts Rec - W&S Wages	-713.36			
5100112 · Accts Rec - W&S WRS	329.13			
5100114 · Accts Rec - W&S Insurance	-250.88			
5100200 · Library Expense Reimb	-2,292.84			
5110000 · Legislative				
5110111 · Council	1,520.00	11,000.00	-9,480.00	13.8%
5110211 · Mayor	4,000.00	9,400.00	-5,400.00	42.6%
5111011 · Committees	0.00	400.00	-400.00	0.0%
Total 5110000 · Legislative	5,520.00	20,800.00	-15,280.00	26.5%
5130000 · Legal				
5130021 · City Atty-General	1,212.50	1,800.00	-587.50	67.4%
5130121 · City Atty-Prosecution	1,731.25	1,000.00	731.25	173.1%
5130221 · Legal Fees-Special	100.00			
5131021 · Muni Code Updates	995.00	995.00	0.00	100.0%
Total 5130000 · Legal	4,038.75	3,795.00	243.75	106.4%
5140000 · General Administration				
5141011 · Legislative Support-Wages	5,213.00	17,500.00	-12,287.00	29.8%
5141025 · Legislat. Support-Training/Dues	20.00			
5141032 · Legislative Support-Publication	4,803.25			
5142011 · General Admin-Wages	19,403.00	34,500.00	-15,097.00	56.2%
5142021 · General Admin-Outside Services	794.99			
5142025 · General Admin-Training/Dues	680.24			
5142031 · General Admin-Office Supplies	3,865.56			
5142033 · General Admin-Mileage	123.80			
5143011 · Elections-Wages	3,337.77	5,500.00	-2,162.23	60.7%
5143032 · Elections-Publication	238.30			
5143034 · Elections-Supplies	558.08			
5144011 · Licensing & Permits-Wages	1,724.00	3,500.00	-1,776.00	49.3%
5144032 · Licensing & Permits-Publication	210.00			
Total 5140000 · General Administration	40,971.99	61,000.00	-20,028.01	67.2%
5150000 · Financial Administration				
5150011 · General Accounting-Wages	12,887.43	21,000.00	-8,112.57	61.4%
5150034 · General Accounting-Supplies	1,654.16			
5150521 · Independent Audit	11,894.40	10,300.00	1,594.40	115.5%
5151113 · Medicare (default)	6,403.29	8,200.00	-1,796.71	78.1%
5151213 · Social Security	18,917.02	27,500.00	-8,582.98	68.8%
5151314 · Health Insurance	103,487.81	156,000.00	-52,512.19	66.3%
5151414 · Life Insurance	378.82	700.00	-321.18	54.1%
5151611 · Paid Time Off (PTO)-Wages	52,230.97			
5152012 · Wisconsin Retirement System	32,538.99	42,000.00	-9,461.01	77.5%
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	1,065.50	4,000.00	-2,934.50	26.6%
5155121 · Prop Tax Collection-Outside Ser	422.62			
5156005 · Prop & Liability Ins	23,412.18	25,500.00	-2,087.82	91.8%
5156100 · Workers Comp - Calculated	148.36			
5156105 · Workers Comp	9,524.29	11,500.00	-1,975.71	82.8%
5156205 · Employee Bonds	375.00	900.00	-525.00	41.7%
5156305 · Unemployment Taxes	10.98			
Total 5150000 · Financial Administration	280,174.00	314,000.00	-33,826.00	89.2%
5160000 · Municipal Building				
5160011 · Municipal Building-Wages	7,706.59			
5160021 · Municipal Building-Outside Serv	2,316.84			
5160022 · Municipal Building-Utilities	20,653.25			
5160023 · Municipal Building-Repairs&Supp	1,628.85			

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

	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
5160000 · Municipal Building - Other	0.00	50,000.00	-50,000.00	0.0%
Total 5160000 · Municipal Building	32,305.53	50,000.00	-17,694.47	64.6%
Total 5100000 · General Government	351,177.09	449,595.00	-98,417.91	78.1%
5150520 · Bank Service Charges	119.37			
5200000 · Public Safety				
5210000 · Law Enforcement				
5210001 · Police Administration				
5210011 · Police Admin-Wages	48,302.33			
5210019 · Police Admin-Uniforms	1,005.50			
5210022 · Police Admin-Utilities	4,075.82			
5210023 · Police Admin-Grant Expense	3,274.70			
5210034 · Police Admin-Supplies	4,383.25			
5210035 · Police Admin - Donations	1,660.00			
5210040 · Police Admin - Playground Don.	1,027.34			
5210001 · Police Administration - Other	0.00	87,400.00	-87,400.00	0.0%
Total 5210001 · Police Administration	63,728.94	87,400.00	-23,671.06	72.9%
5212000 · Police Patrol				
5212011 · Police Patrol-Wages	100,253.58			
5212021 · Police Patrol-Outside Services	2,615.12			
5212022 · Police Patrol-Utilities	791.44			
5212023 · Police Patrol-Repairs/Supplies	6,592.50			
5212033 · Police Patrol-Fuel/Miles	5,168.62			
5212000 · Police Patrol - Other	0.00	195,000.00	-195,000.00	0.0%
Total 5212000 · Police Patrol	115,421.26	195,000.00	-79,578.74	59.2%
5213021 · Police Criminal Inv-Suppl/Serv	2,174.00	1,500.00	674.00	144.9%
5214025 · Police Training	1,343.44	1,300.00	43.44	103.3%
Total 5210000 · Law Enforcement	182,667.64	285,200.00	-102,532.36	64.0%
5219000 · School Crossing Guard	7,796.26	11,000.00	-3,203.74	70.9%
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	1,195.91			
Total 5220000 · Fire Protection	31,239.58	138,375.00	-107,135.42	22.6%
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	547.34	1,900.00	-1,352.66	28.8%
5290023 · Emer Govt-Suppl., Equip & Repair	885.33	4,270.00	-3,384.67	20.7%
Total 5290000 · Other Public Safety	1,432.67	8,370.00	-6,937.33	17.1%
Total 5200000 · Public Safety	231,435.65	455,445.00	-224,009.35	50.8%
5300000 · Public Works				
5310000 · Streets Administration				
5310005 · Streets Admin-CDL Testing	1,172.95			
5310011 · Streets Admin-Wages	7,677.75			
5310021 · Streets Admin-Outside Services	2,237.42			
5310000 · Streets Administration - Other	0.00	7,000.00	-7,000.00	0.0%
Total 5310000 · Streets Administration	11,088.12	7,000.00	4,088.12	158.4%
5311000 · Public Works Shop				
5311011 · PW Shop-Wages	2,173.83			
5311022 · PW Shop-Utilities	3,345.46			
5311033 · PW Shop-Fuel	341.80			
5311034 · PW Shop-Supplies/Tools	2,411.72			
5311000 · Public Works Shop - Other	0.00	10,200.00	-10,200.00	0.0%
Total 5311000 · Public Works Shop	8,272.81	10,200.00	-1,927.19	81.1%
5312000 · Public Works Mach & Equip				
5312011 · PW Mach & Equip-Wages	10,565.04			
5312023 · PW Mach & Equip-Repair/Supplies	16,146.74			
5312033 · PW Mach & Equip-Fuel	2,307.14			
5312000 · Public Works Mach & Equip - Other	0.00	36,000.00	-36,000.00	0.0%
Total 5312000 · Public Works Mach & Equip	29,018.92	36,000.00	-6,981.08	80.6%

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

	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
5331000 · Road Maintenance				
5331011 · Road Maintenance-Wages	924.93			
5331023 · Road Maintenance-Repair/Supply	90.64			
5331033 · Road Maintenance-Fuel	448.02			
5331000 · Road Maintenance - Other	0.00	10,650.00	-10,650.00	0.0%
Total 5331000 · Road Maintenance	1,463.59	10,650.00	-9,186.41	13.7%
5331100 · Curbs & Gutters				
5331111 · Curbs & Gutters-Wages	186.15			
5331123 · Curb & Gutters-Repairs/Supplies	15.88			
5331100 · Curbs & Gutters - Other	0.00	500.00	-500.00	0.0%
Total 5331100 · Curbs & Gutters	202.03	500.00	-297.97	40.4%
5331200 · Traffic Signs & Markings				
5331211 · Traffic Signs, Markings-Wages	1,953.59			
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	2,629.87	2,000.00	629.87	131.5%
5331300 · Bridges & Culverts	0.00	1,000.00	-1,000.00	0.0%
5331900 · Snow & Ice Control				
5331911 · Snow & Ice Control-Wages	12,755.39			
5331933 · Snow & Ice Control-Fuel	3,342.24			
5331934 · Snow & Ice Control-Supplies	8,538.11			
5331900 · Snow & Ice Control - Other	0.00	26,000.00	-26,000.00	0.0%
Total 5331900 · Snow & Ice Control	24,635.74	26,000.00	-1,364.26	94.8%
5342022 · Street Lighting	11,507.31	24,000.00	-12,492.69	47.9%
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	1,129.20	1,700.00	-570.80	66.4%
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	5,384.15			
5362021 · Sanitation/Trash-Outside Serv.	49,907.91			
5362000 · Sanitation/Trash - Other	0.00	74,000.00	-74,000.00	0.0%
Total 5362000 · Sanitation/Trash	55,292.06	74,000.00	-18,707.94	74.7%
5363100 · Landfill Monitoring	2,424.45	4,200.00	-1,775.55	57.7%
5363500 · Recycling Center				
5363511 · Recycling Center-Wages	4,457.90			
5363523 · Recycling Center-Markesan	11,411.41			
5363533 · Recycling Center-Fuel	170.90			
5363500 · Recycling Center - Other	245.33	7,500.00	-7,254.67	3.3%
Total 5363500 · Recycling Center	16,285.54	7,500.00	8,785.54	217.1%
5363521 · Recycling-Curbside	20,637.63	27,500.00	-6,862.37	75.0%
5363600 · Recycling Center-Mackford	1,306.01	1,700.00	-393.99	76.8%
5363700 · Recycling Center-Manchester	1,306.02	1,700.00	-393.98	76.8%
5363800 · Recycling Center-Green Lake	2,224.03	2,600.00	-375.97	85.5%
5364000 · Weed Control				
5364011 · Weed Control-Wages	1,565.36			
5364034 · Weed Control-Supplies	161.00			
5364000 · Weed Control - Other	0.00	1,700.00	-1,700.00	0.0%
Total 5364000 · Weed Control	1,726.36	1,700.00	26.36	101.6%
Total 5300000 · Public Works	192,780.93	260,700.00	-67,919.07	73.9%
5400000 · Health & Human Services				

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

	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
5490000 · Cemetery				
5491011 · Cemetery-Wages	7,427.38			
5491022 · Cemetery-Utilities	834.60			
5491033 · Cemetery-Fuel	256.02			
5491034 · Cemetery-Supplies	309.69			
5491035 · Connolly Memorial Cemetery Exp	9,845.00			
5490000 · Cemetery - Other	0.00	16,000.00	-16,000.00	0.0%
Total 5490000 · Cemetery	18,672.69	16,000.00	2,672.69	116.7%
Total 5400000 · Health & Human Services	18,672.69	16,000.00	2,672.69	116.7%
5500000 · Culture, Rec & Educ				
5510000 · Library				
5511011 · Library-Wages	1,493.75			
5511021 · Library-Annual Budget	69,389.00			
5510000 · Library - Other	0.00	69,389.00	-69,389.00	0.0%
Total 5510000 · Library	70,882.75	69,389.00	1,493.75	102.2%
5520000 · Parks				
5520011 · Parks-Wages	7,194.39			
5520022 · Parks-Utilities	2,994.64			
5520023 · Parks-Repairs/Supplies	5,400.49			
5520033 · Parks-Fuel	448.36			
5520100 · Parks - Dog Park Expense	45.00			
5520200 · Parks - Comm. Garden Expense	7.39			
5520000 · Parks - Other	0.00	18,000.00	-18,000.00	0.0%
Total 5520000 · Parks	16,090.27	18,000.00	-1,909.73	89.4%
5530000 · City Events/Banners				
5530011 · City Events/Banners-Wages	2,627.38			
5530000 · City Events/Banners - Other	0.00	3,100.00	-3,100.00	0.0%
Total 5530000 · City Events/Banners	2,627.38	3,100.00	-472.62	84.8%
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	94,233.86	98,489.00	-4,255.14	95.7%
5600000 · Conservation & Development				
5670000 · Advertising & Promotion	0.00	150.00	-150.00	0.0%
5671000 · Industrial Park Development	212.15			
5671021 · TIF Fees	1,950.00			
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	2,162.15	450.00	1,712.15	480.5%
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	2,604.00	3,511.00	-907.00	74.2%
5926000 · Interest Long Term Debt	281.76	249.00	32.76	113.2%
5926250 · 2018A Bond Issue Interest	31,932.50	31,932.50	0.00	100.0%
5927000 · Patrol Car Principal Loan	8,312.78	5,498.80	2,815.98	151.2%
5927500 · Patrol Car Interest Loan	257.45	278.12	-20.67	92.6%
5927001 · Principal Durango Patrol Car	2,485.36			
5927501 · Interest Durango Patrol Car	1,014.64			
Total 5900000 · Debt Service	156,888.49	152,317.42	4,571.07	103.0%
6000000 · Capital Outlay				
6576450 · Employee Wage Contingency Fund	0.00	15,000.00	-15,000.00	0.0%
6576550 · Outlay - Dog Park	0.00	60,000.00	-60,000.00	0.0%
6571400 · Outlay - City Hall	0.00	10,000.00	-10,000.00	0.0%
6571900 · Outlay - General Acctg Admin	780.00	5,000.00	-4,220.00	15.6%
6572200 · Outlay - Fire Department	0.00	5,000.00	-5,000.00	0.0%
6572900 · Outlay - Emergency Govt	0.00	3,000.00	-3,000.00	0.0%
6573240 · Outlay - Machines & Equipment	5,100.00			
6573270 · Outlay - Garages & Sheds	0.00	5,000.00	-5,000.00	0.0%
6573310 · Outlay - Streets	0.00	17,376.00	-17,376.00	0.0%
6573320 · Outlay - 2022 Streets Project	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%

3:35 PM

10/04/23

Accrual Basis

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

	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
6574200 · Outlay - Recycling Center	0.00	5,000.00	-5,000.00	0.0%
6575100 · Outlay - Cemetery	0.00	9,000.00	-9,000.00	0.0%
6576100 · Outlay - Library	0.00	800.00	-800.00	0.0%
6576200 · Outlay - Parks	0.00	10,104.51	-10,104.51	0.0%
6576500 · Outlay - Walking Path	560.00	5,700.00	-5,140.00	9.8%
Total 6000000 · Capital Outlay	513,964.35	152,480.51	361,483.84	337.1%
Total Expense	1,561,434.58	1,585,476.93	-24,042.35	98.5%
Net Ordinary Income	-656,595.83	0.00	-656,595.83	100.0%
Net income	-656,595.83	0.00	-656,595.83	100.0%

The Deer Management Committee voted and is recommending the following items be approved by the Public Property & Health Committee and Common Council:

New Rules to be added:

1. Hunters can install tree stands on the public property as early as September 1st and stands must be removed by February 15th of each hunting season.
2. Zanto Park is removed from the public land for hunting.

The **"Horn-et Award"** was not voted on properly at the last Council meeting, and the City Attorney reviewed the case and deemed the motion not valid. He stated that the Horn-et Award was still valid and a buck can be harvested after the hunter has harvested 2 doe. Mayor Slate approved the Deer Management Committee to vote again on the award at the last meeting. The "Horn-et Award" was voted on and has passed to be still in effect. The DMC is sending this to Public Property and Council again for approval.

**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 10th day of October, 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, 2030 (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%. 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, 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 10th day of October, 2023.

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

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

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

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

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

CITY OF MARKESAN

Name: _____

Title: _____

Witness: _____

Title: _____

GFL SOLID WASTE MIDWEST LLC

Name: _____

Date: _____

Title: _____

EXHIBIT A

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

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

30yd Haul Rate: \$275 per container

Solid Waste Disposal Rate: \$52 per ton

SALARIES FOR BUDGET

	<u>2023 WAGE</u>	<u>YRLY SALARY 2023</u>	<u>2024 WAGE WITH 1% INCREASE</u>	<u>2024 WAGE WITH 1.5% INCREASE</u>	<u>2024 WAGE WITH 2% INCREASE</u>
DEPUTY CLERK-TREAS.	20.00	26,000.00	26,260.00	26,390.00	26,520.00
BETSY AMEND	27.00	50,544.00	51,049.44	51,302.16	51,554.88
CODY MCLEAN	31.64	65,811.20	66,469.31	66,798.37	67,127.42
WILL PFLUM	33.81	70,324.80	71,028.05	71,379.67	71,731.30
JACKSON GALKOWSKI	21.00	43,680.00	44,116.80	44,335.20	44,553.60
RYAN BEHLKE	27.18	56,534.40	57,099.74	57,382.42	57,665.09
TODD ZAMZOW	27.00	56,160.00	56,721.60	57,002.40	57,283.20
JAMES WILDERMAN	21.00	43,680.00	44,116.80	44,335.20	44,553.60
TOTAL		412,734.40	416,861.74	418,925.42	420,989.09

<u>PLUS 1.0%</u>	<u>PLUS 1.5%</u>	<u>PLUS 2.0%</u>
ADD	ADD	ADD
4,127.34	6,191.02	8,254.69

TOTAL

SECTION 8: EMPLOYEE SAFETY & WELLNESS

General Safety

It is the policy of the City to provide and maintain safe and healthful working conditions. Municipal employees must recognize that their well-being is as important as the activity being performed. To support this policy, all employees shall follow practices that will safeguard employees and visitors, resulting in safe and efficient working conditions. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their Department Head, or with a Council member. All reports can be made without fear of reprisal.

Employees shall be responsible for the proper care and use of City vehicles, equipment, supplies, and tools. Employees shall wear all safety equipment required for the job they are performing. Under no circumstances should you start or operate machinery, equipment or vehicles you deem unsafe, nor should you adjust or modify any safeguards provided. It is imperative that all employees abide by the rules of safety and courtesy, and comply with all state laws, when operating vehicles or equipment on public roads. Employees involved in an accident while operating City vehicles on public roads shall immediately notify the appropriate law enforcement agency and their Department Head. Vehicles should not be moved until authorized by law enforcement.

All accidents, breakdowns or malfunction of any equipment shall be reported within 24 hours to a Department Head, or the Mayor or the Clerk-Treasurer so that repairs may be made.

Employees who violate safety standards, who cause hazardous or dangerous situation, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, as defined in this handbook.

Driver's License/Motor Vehicle Record

Employees who drive City vehicles as part of their regular job duties shall be subject to an annual driving record review conducted by the City's Police Department. In addition, such employees shall notify their Department Head within 24 hours, or upon return to work, of any moving traffic citation, violation, conviction or accident, that they are a party to. Failure to report any such incidents, whether or not they are work related, may result in disciplinary action as defined in this handbook. Depending on the severity of the violation or accident, the City may require remedial action, such as a driver refresher course, or the employee may be subject to disciplinary action as defined in this handbook.

If an employee loses their driving rights with the State, either personal or Commercial Driver's License (CDL), he/she must notify the City immediately. If an occupational license is not subsequently granted, the employee may be assigned duties and tasks that would not require possession of the license. Such assignment of duties and tasks shall be at the sole discretion of management.

Workplace Injury Reporting

If you have a work-related accident, illness, or injury on the job, no matter how slight the injury/illness, you must report it immediately to your Department Head **no matter what time of day or night**, if physically able to do so. The Department Head should complete an Accident/Incident Report Form on the shift that the accident or incident occurred. The Department Head shall conduct an immediate investigation of the accident or incident. The Department Head shall file all reports within 24 hours with the City Clerk-Treasurer. Such notifications are necessary in order to comply with existing laws and to initiate insurance and worker's compensation benefits.

Department Heads should report their injuries or incidents to the Mayor or to their Committee Chairperson immediately regardless of how slight the injury appears and no matter what time of day or night. The Mayor or Committee Chair will determine if additional resources are required to investigate the accident/injury.

When dealing with workplace accidents or injuries, please consider the following:

1. If you are able, you may administer your own first aid. All employees should be aware of the location of first aid supplies in their work area. If you are unsure, ask your Department Head.
2. If an injury/illness is an emergency, local emergency responders should be contacted.
3. If the victim is an employee of the City and needs to see a physician directly following the incident, when they are still on their shift, the employee will be paid for the time they are at the physician's office.

Return to Work from Illness-Injury

Employees who are absent from work due to an injury caused by the performance of City related work are entitled to apply for benefits under the Worker's Compensation Law. In the event of a compensable injury, or any other injury or illness for which the employee is absent from work for more than three (3) consecutive work days, before the employee is allowed to resume normal or modified duty work, a medical provider's "return to work" authorization must be placed in his/her personnel file, verifying the employee's ability to return to work, and identifying any restrictions. No employee shall be allowed to return to work without a properly signed authorization from a medical provider.

It is in the best interest of the City and its employees to have injured or ill employees return to work as soon as they are physically capable. Therefore, following the occurrence of an on-the-job injury or illness, an employee who is determined to be capable of working at some level and capacity other than his or her normal capacity may be assigned such work and conditions as may be beneficial to the City.

Smoking & Tobacco Use

All City facilities and City-owned vehicles are smoke, tobacco, and electronic delivery device free. There are no designated smoking areas within any building. Employees are not allowed to smoke, use tobacco, or use any electronic smoking device outside of the

main entrances to any building. ~~Employees leaving a building to smoke, use tobacco, or use an electronic smoking device should do so only during regular break or meal periods.~~

For the purposes of this policy, an electronic smoking device is defined as any device or product designed to deliver any substance for human consumption through inhalation of vapor or aerosol that may be used to simulate smoking.

Drug Free Workplace

As the abuse of alcohol and drugs can constitute a real threat to those who abuse them, and to those who work with such individuals, it is the policy of the City to maintain a work place that is free from the effects of drug and alcohol abuse. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol.

THIS POLICY IS SUBJECT TO CHANGE WITHOUT FURTHER NOTICE FOR COMPLIANCE WITH FEDERAL REGULATIONS.

Employees are prohibited from the use, sale, dispensing, distribution, possession or manufacture of illegal drugs, narcotics, alcoholic beverages (except the use of alcoholic beverages legally available during public or private events being held on City Property), or any substance which can affect a person's perceptions or motor functions on City property, or while conducting business-related activities off City premises. Under no circumstances is an employee of the City to report to work or perform any work related function while under the influence of drugs or alcohol.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting with prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g. call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe work place practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action, as defined in this handbook, will be taken if job performance deterioration and/or other accidents occur.

The City has established the following drug and alcohol testing policies:

- All employees are subject to post-offer, reasonable suspicion, and post-accident testing. Follow-up testing is required for any employee who tests positive.
- Employees subject to Wisconsin Department of Transportation regulations are subject to post-offer, periodic, random, reasonable suspicion and post-accident testing.

- Any employee involved in an accident while operating or using a vehicle or equipment owned by the City that resulted in any damage to the equipment or other property or resulted in any injury (no matter how slight) will be subject to drug/alcohol testing.
 - When immediately reporting this incident to the department head or the Mayor or Chairperson if the department head is involved, it should be discussed and decided how the employee will be transported to a local hospital for the drug/alcohol blood draw.

Police Department employees should see Police Department Policy 3.20 for additional information regarding drug testing and policies.

Employees failing any of the alcohol or drug tests, or who refuse to submit to a test as requested, will be considered to be medically unqualified to drive and/or perform any other safety sensitive function or essential function of their job and may be subject to disciplinary action as defined in this handbook, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Test Procedures and confidentiality: To ensure the integrity and accuracy of each test, all specimen collections, analysis and laboratory procedures will be performed in accordance with DOT protocols and safeguards as set forth in Part 40 of Title 49 of the Federal Code of Regulations.

Questions concerning this drug-free workplace policy or its administration should be directed to the City Clerk-Treasurer.

Weapons Policy

The safety of employees, residents, suppliers and visitors to the City of Markesan offices is of the utmost importance. It is the City's policy that all employees shall comply with all federal, state and local laws relating to firearms and other weapons. This policy shall not be construed to create any duty or obligation on the part of the City of Markesan to take any actions beyond those required of an employer by existing law.

average
12.49/hr.

**City of Markesan
Payroll Summary
January through December 2022**

	Huhndorf, John E				TOTAL			
	Hours	Rate	Jan - Dec 22	% of Column	Hours	Rate	Jan - Dec 22	% of Column
Employee Wages, Taxes and Adjustments								
Gross Pay								
AL - Streets/Alley	6	12.00	72.00	0.6%	6.00		72.00	0.6%
BC - Bridges/Culverts		12.00	0.00	0.0%			0.00	0.0%
CE - Celebration	5	12.00	60.00	0.5%	5.00		60.00	0.5%
CH - City Hall		12.00	0.00	0.0%			0.00	0.0%
CM - Cemetery	4	12.00	48.00	0.4%	4.00		48.00	0.4%
CU - Curbs/Gutters		12.00	0.00	0.0%			0.00	0.0%
GC - Garbage/Brush Collection	84	12.00	1,008.00	8.2%	84.00		1,008.00	8.2%
GG - City Garage		12.00	0.00	0.0%			0.00	0.0%
LB - Library Public Works	1	12.00	12.00	0.1%	1.00		12.00	0.1%
LF - Landfill		12.00	0.00	0.0%			0.00	0.0%
MA - Machinery & Equipment	116.75	18.00	1,371.00	11.1%	116.75		1,371.00	11.1%
PK - Parks	473.5	16.00	5,642.00	45.8%	473.50		5,642.00	45.8%
PL - Parking Lots		12.00	0.00	0.0%			0.00	0.0%
RC - Recycling Center	165	12.00	1,980.00	16.1%	165.00		1,980.00	16.1%
SA - Street Admin		12.00	0.00	0.0%			0.00	0.0%
SC - Street Cleaning	29.28	16.50	453.87	3.7%	29.28		453.87	3.7%
SG - Wages Sewer	48	12.00	576.00	4.7%	48.00		576.00	4.7%
SI - Sidewalks		12.00	0.00	0.0%			0.00	0.0%
SR - Snow & Ice Removal	108.25	16.50	1,786.13	14.5%	108.25		1,786.13	14.5%
SS - Storm Sewer		12.00	0.00	0.0%			0.00	0.0%
TS - Traffic Signs		12.00	0.00	0.0%			0.00	0.0%
WC - Weed Control	30	12.00	360.00	2.9%	30.00		360.00	2.9%
WS - Wages Water	48	12.00	576.00	4.7%	48.00		576.00	4.7%
Year End Gift			27.07	0.2%			27.07	0.2%
Total Gross Pay	1,118.78		13,972.07	113.4%	1,118.78		13,972.07	113.4%
Adjusted Gross Pay	1,118.78		13,972.07	113.4%	1,118.78		13,972.07	113.4%
Taxes Withheld								
Federal Withholding			-314.00	-2.5%			-314.00	-2.5%
Medicare Employee			-202.60	-1.6%			-202.60	-1.6%
Social Security Employee			-866.27	-7.0%			-866.27	-7.0%
WI - Withholding			-271.36	-2.2%			-271.36	-2.2%
Medicare Employee Addl Tax			0.00	0.0%			0.00	0.0%
Total Taxes Withheld			-1,654.23	-13.4%			-1,654.23	-13.4%
Net Pay	1,118.78		12,317.84	100.0%	1,118.78		12,317.84	100.0%
Employer Taxes and Contributions								
Medicare Company			202.60	1.6%			202.60	1.6%
Social Security Company			866.27	7.0%			866.27	7.0%
WI - Unemployment			0.00	0.0%			0.00	0.0%
Workers Compensation			5.48	0.0%			5.48	0.0%
Total Employer Taxes and Contributions			1,074.35	8.7%			1,074.35	8.7%

average
\$ 14.91/hr

**City of Markesan
Payroll Summary
January through December 2023**

	Huhndorf, John E				TOTAL			
	Hours	Rate	Jan - Dec 23	% of Column	Hours	Rate	Jan - Dec 23	% of Column
Employee Wages, Taxes and Adjustments								
Gross Pay								
AL - Streets/Alley		12.00	0.00	0.0%			0.00	0.0%
BC - Bridges/Culverts		12.00	0.00	0.0%			0.00	0.0%
CE - Celebration	3.5	12.00	42.00	0.4%	3.50		42.00	0.4%
CH - City Hall		12.00	0.00	0.0%			0.00	0.0%
CM - Cemetery	2	12.00	24.00	0.2%	2.00		24.00	0.2%
CU - Curbs/Gutters	5	12.00	60.00	0.6%	5.00		60.00	0.6%
GC - Garbage/Brush Collection	27.5	12.00	330.00	3.4%	27.50		330.00	3.4%
GG - City Garage	1	12.00	12.00	0.1%	1.00		12.00	0.1%
LB - Library Public Works		12.00	0.00	0.0%			0.00	0.0%
LF - Landfill		12.00	0.00	0.0%			0.00	0.0%
MA - Machinery & Equipment	60	18.00	1,080.00	11.0%	60.00		1,080.00	11.0%
MM - City Property Mowing	12	12.00	144.00	1.5%	12.00		144.00	1.5%
PK - Parks	358.75	16.00	5,740.00	58.4%	358.75		5,740.00	58.4%
PL - Parking Lots		12.00	0.00	0.0%			0.00	0.0%
RC - Recycling Center	111.25	12.00	1,312.50	13.3%	111.25		1,312.50	13.3%
SA - Street Admin		12.00	0.00	0.0%			0.00	0.0%
SC - Street Cleaning	4	16.50	66.00	0.7%	4.00		66.00	0.7%
SG - Wages Sewer	38.5	12.00	462.00	4.7%	38.50		462.00	4.7%
SI - Sidewalks		12.00	0.00	0.0%			0.00	0.0%
SR - Snow & Ice Removal	87	16.50	1,435.51	14.6%	87.00		1,435.51	14.6%
SS - Storm Sewer		12.00	0.00	0.0%			0.00	0.0%
TS - Traffic Signs	1.5	12.00	18.00	0.2%	1.50		18.00	0.2%
WC - Weed Control		12.00	0.00	0.0%			0.00	0.0%
WS - Wages Water	38.5	12.00	462.00	4.7%	38.50		462.00	4.7%
Total Gross Pay	750.5		11,188.01	113.8%	750.50		11,188.01	113.8%
Adjusted Gross Pay	750.5		11,188.01	113.8%	750.50		11,188.01	113.8%
Taxes Withheld								
Federal Withholding			-266.00	-2.7%			-266.00	-2.7%
Medicare Employee			-162.23	-1.6%			-162.23	-1.6%
Social Security Employee			-693.66	-7.1%			-693.66	-7.1%
WI - Withholding			-231.13	-2.4%			-231.13	-2.4%
Medicare Employee Addl Tax			0.00	0.0%			0.00	0.0%
Total Taxes Withheld			-1,353.02	-13.8%			-1,353.02	-13.8%
Net Pay	750.5		9,834.99	100.0%	750.50		9,834.99	100.0%
Employer Taxes and Contributions								
Medicare Company			162.23	1.6%			162.23	1.6%
Social Security Company			693.66	7.1%			693.66	7.1%
WI - Unemployment			0.00	0.0%			0.00	0.0%
Workers Compensation			4.42	0.0%			4.42	0.0%
Total Employer Taxes and Contributions			860.31	8.7%			860.31	8.7%

John Huhndorf's Pay Scale

Work Saturday's at Recycling Center:	\$12.00 an hour
Public Works Duties:	\$12.00 an hour
Snow Removal	\$16.50 an hour
Machinery & Equipment Repair/Mtc.	\$18.00 an hour
Parks	\$16.00 an hour
Street Cleaning (Sweeper)	\$16.50 an hour

Payloader - \$16.50 as Fill-In

Ditches - Mow - ? City Mowing? as Fill-In?

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

September 8, 2023

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

Re: 2022 City of Markesan Street and Utility Reconstruction Project - Pay Application No. 5
City of Markesan, Green Lake County, Wisconsin
GEC #2-0120-28D

Dear Mayor Slate:

The general contractor, Kopplin & Kinas Co. Inc., has requested payment for recent construction costs associated with the above-referenced project. The pay application covers construction work and material storage that has been completed to date.

I have reviewed the submitted pay request and recommend payment to Kopplin & Kinas Co. Inc., for Pay Application No. 5 in the amount of \$278,747.40. By contract we have withheld 5% of the value of the work completed (\$14,670.92) as retainage.

If in agreement with the pay application, please sign all three copies. One copy is for the City records, one copy is for GEC records, and one copy is to be sent to Kopplin & Kinas Co. Inc., with their payment. We will forward signed copies to the DNR for their reference.

Subsequent pay requests will also be reviewed for completeness and accuracy prior to my recommendation for payment. If you have any questions along the way, please do not hesitate to contact me.

Yours truly,

GENERAL ENGINEERING COMPANY

Lukasz Lyzwa

Lukasz Lyzwa
Project Engineer

Enclosures

Cc: Betsy Amend, Clerk
Jeff Haberer, Water/Wastewater Superintendent



Contractor's Application for Payment No. 5

Application Period: thru 06/30/2023	Application Date: 8/27/2023	
To (Owner): City of Markesan	From (Contractor): Kopplin & Kinas Co., Inc	Via (Engineer): General Engineering Company
Project: 2022 Street & Utility Reconstruction Project	Contract: Contractor's Project No.:	Engineer's Project No.: 2-0120-28D
Owner's Contract No.:		


Application For Payment
Change Order Summary:

Approved Change Orders	Additions	Deductions
Number CO1	\$138,225.00	
TOTALS	\$138,225.00	\$138,225.00
NET CHANGE BY CHANGE ORDERS		


1. ORIGINAL CONTRACT PRICE.....	\$ 52,597,482.80
2. Net change by Change Orders.....	\$ 5138,225.00
3. Current Contract Price (Line 1 + 2).....	\$ 52,735,707.80
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 52,945,878.80
5. RETAINAGE:	
a. 5% X \$ 293,418.31 Work Completed.....	\$ 14,670.92
b. 5% X \$ - Stored Material.....	\$ 14,670.92
c. Total Retainage (Line 5a + Line 5b).....	\$ 29,341.83
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 52,652,460.49
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 52,718,747.40
8. AMOUNT DUE THIS APPLICATION.....	\$ 52,718,747.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 above).....	\$ 520,966.16

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 9/8/23

Payment of: \$ 5278,747.40
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) Date: 8/30/2023
(Date)

Payment of: \$ 5278,747.40
(Line 8 or other - attach explanation of the other amount)

is approved by: Rico Slat (City of Markesan) Date: 9/12/23
(Date)

Concurrence by: _____ Funding Agency (if applicable) _____ (Date)

Item No.	Item Description	Bid		E	F	G	Work Completed		I	J	K	L	M	N
		QTY	Units				Unit	Scheduled Value						
General														
1	Performance and Payment Bonds	1	LS	\$	35,000.00	\$	35,000.00		1	\$	35,000.00		100.00%	\$
2	Mobilization/Demobilization	1	LS	\$	100,000.00	\$	100,000.00		0.75	\$	75,000.00		75.00%	\$ 25,000.00
3	Silt Fence/Sediment Log	4,000	LF	\$	2,000.00	\$	2,000.00			\$	-		100.00%	\$
4	Inlet Protection	1	LS	\$	2,210.00	\$	2,210.00		1	\$	2,210.00		100.00%	\$
5	Traffic Control	1	LS	\$	7,500.00	\$	7,500.00		1	\$	7,500.00		100.00%	\$
6	Temporary Access	1	LS	\$	6,000.00	\$	6,000.00		1	\$	6,000.00		100.00%	\$
7	Temporary Mailboxes	1	LS	\$	4,170.00	\$	4,170.00			\$	-		100.00%	\$ 4,170.00
8	Temporary Water Service	1	LS	\$	31,135.00	\$	31,135.00		1	\$	31,135.00		100.00%	\$
9	Milling Existing Pavement	2,400	CY	\$	27.60	\$	66,240.00		2216.5	\$	61,175.40		92.35%	\$ 5,064.60
10	Remove Asphalt Pavement	22,555	SY	\$	1.58	\$	35,636.90	6282	9,975.56	\$	35,636.90		127.85%	\$ (9,925.56)
11	Remove Concrete Curb and Gutter	10,500	LF	\$	1.27	\$	13,335.00	3852	4,892.04	\$	13,335.00		136.65%	\$ (4,892.04)
12	Remove Driveway and Sidewalk	37,300	SF	\$	0.57	\$	21,261.00	3018.7	1,720.86	\$	21,261.00		108.09%	\$ (1,720.86)
13	Remove Sanitary Sewer Pipes and Manholes	1	LS	\$	4,825.00	\$	4,825.00		1	\$	4,825.00		100.00%	\$
14	Remove Water Main Pipes, Hydrants, Valves, Curb	1	LS	\$	6,025.00	\$	6,025.00		1.0	\$	6,025.00		100.00%	\$ (0.00)
15	Pipe Bulkhead	1	LS	\$	425.00	\$	425.00			\$	-		100.00%	\$ 425.00
					GENERAL TOTAL:	\$	335,762.90				\$	299,103.30	94.01%	\$ 20,121.34
Sanitary Sewer														
16	Connect to Existing Sanitary Sewer	7	EA	\$	1,565.00	\$	10,955.00		7	\$	10,955.00		100%	\$
17	Sanitary Sewer, 8-inch PVC	910	LF	\$	68.00	\$	61,880.00		950.5	\$	64,634.00		104%	\$ (2,754.00)
18	TV Inspection of Sanitary Sewer	910	LF	\$	1.50	\$	1,365.00		950.5	\$	1,425.75		104%	\$ (60.75)
19	Sanitary Sewer Manhole, 4-Ft I.D.	56.8	VF	\$	400.00	\$	22,720.00		56.8	\$	22,720.00		100%	\$
20	Unclassified Sewer Work	1	LS	\$	2,050.00	\$	2,050.00		1	\$	2,050.00		100%	\$
21	Sanitary Sewer Manhole Frame & Cover (w/	7	EA	\$	885.00	\$	6,195.00		7	\$	6,195.00		100%	\$
22	Sanitary Sewer Manhole Frame & Cover Adjustment	17	EA	\$	1,285.00	\$	21,505.00		17	\$	21,505.00		100%	\$
23	Sanitary Sewer Lateral, 6-inch PVC w/ Tracer Wire	830	LF	\$	74.50	\$	61,835.00		694	\$	51,703.00		84%	\$ 10,132.00
24	Televise Sanitary Sewer Lateral	24	EA	\$	135.00	\$	3,240.00		24	\$	3,240.00		100%	\$
					SANITARY SEWER TOTAL:	\$	191,745.00				\$	184,427.75	96%	\$ 7,317.25
Watermain														
25	Connect to Existing Water Main	12	EA	\$	2,130.00	\$	25,560.00		12	\$	25,560.00		100%	\$
26	Water Main, 6-inch Ductile Iron	5,600	LF	Used Alternate**										
27	Gate Valve with Adapter, 6-inch	37	EA	\$	1,625.00	\$	60,125.00		37	\$	60,125.00		100%	\$
28	Hydrant w/ 6-inch Gate Valve on Lead	10	EA	\$	6,590.00	\$	65,900.00		10	\$	65,900.00		100%	\$
29	Water Lateral, 1-inch Copper	3,100	LF	Used Alternate**										
30	Corp Stop & Curb Stop w/ Box, 1-inch	89	EA	\$	475.00	\$	42,275.00		89	\$	42,275.00		100%	\$
					WATER TOTAL:	\$	193,860.00				\$	193,860.00	100%	\$
Storm Sewer														
31	Storm Sewer Manhole Frame and Cover Adjustment	26	EA	\$	495.00	\$	12,870.00		26	\$	12,870.00		100%	\$
					STORM SEWER TOTAL:	\$	12,870.00				\$	12,870.00	100%	\$
Pavement and Concrete														
32	Unclassified Excavation - Street Sections	6,300	CY	\$	21.12	\$	133,056.00	9384.48	198,200.22	\$	184,988.54		288%	\$ (250,132.76)
33	Road Geotextile	22,555	SY	\$	1.88	\$	42,403.40		22555	\$	42,403.40		100%	\$
34	Recycled Aggregate Base Course Asphalt Millings (6")	2,645	CY	\$	1.00	\$	2,645.00		2216.5	\$	2,216.50		84%	\$ 428.50
35	Rock Excavation	500	CY	\$	0.01	\$	5.00			\$	-			\$ 5.00
36	Crushed Aggregate Base Course (8")	16,500	TN	\$	9.98	\$	164,670.00	1209	12,065.82	\$	184,225.41		119%	\$ (31,621.23)
37	Finish Grade Base Course	22,555	SY	\$	1.00	\$	22,555.00	5650	5,650.00	\$	22,555.00		125%	\$ (5,650.00)
38	AC Binder Course, 1-3/4" 41T 58-28S	2,750	TN	\$	67.80	\$	186,450.00	68.63	4,653.11	\$	186,450.00		102%	\$ (4,653.11)
39	AC Surface Course, 1-3/4" 41T 58-28S Spring 2023	2,750	TN	Used Alternate**										
40	Saw Cut Existing AC Pavement	720	LF	\$	2.50	\$	1,800.00	2274	5,685.00	\$	7,049.40		375%	\$ (6,138.00)
41	Concrete Stairs	45	SF	\$	43.00	\$	1,935.00	3685	2,310.00	\$	2,310.00		86%	\$ 390.00

42	Paved Driveways	45	TN	\$	135.00	\$	6,075.00	85.88	\$	11,593.80		\$	11,593.80	191%	\$	15,518.60		
43	Concrete Curb & Gutter, 24-Inch	10,500	LF	\$	12.16	\$	127,680.00		\$	174,520.32	14352	\$	174,520.32	137%	\$	46,840.32		
44	Concrete Driveway & Sidewalk, 6-Inch	13,800	SF	\$	4.98	\$	68,724.00		\$	60,590.17	12166.7	\$	60,590.17	88%	\$	8,133.83		
45	Concrete Sidewalk, 4-Inch	23,500	SF	\$	5.47	\$	128,545.00		\$	115,957.98	21198.9	\$	115,957.98	90%	\$	12,587.02		
46	Pavement Markings	10	EA	\$	185.00	\$	1,850.00		\$	-		\$	-		\$	1,850.00		
47	Topsoil, Fertilize, Seed, and Mulch	1	LS	\$	113,600.00	\$	113,600.00	0.25	\$	28,400.00	1	\$	142,000.00	125%	\$	28,400.00		
				PAVEMENT TOTAL:				\$	1,003,190.40		\$	261,883.55		\$	1,358,750.27	135%	\$	655,559.87
Alternate Bid																		
A	Water Main, 6-Inch C900	5,600	LF	\$	64.00	\$	358,400.00		\$	-	5550	\$	355,200.00	99%	\$	3,200.00		
B	Water Lateral, 1-Inch HDPE Piping with copper compression fittings	3,100	LF	\$	64.00	\$	198,400.00		\$	-	2453	\$	156,992.00	79%	\$	41,408.00		
C	Lead Service Lateral (LSL) Replacement	30	EA	\$	4,800.00	\$	144,000.00		\$	-	30	\$	144,000.00	100%	\$	-		
D	AC Surface Course, 1-3/4" 4LT 58-28S Fall 2022	2,750	TN	\$	70.20	\$	193,050.00		\$	-		\$	-		\$	193,050.00		
E	Trees Removal	12	EA	\$	2,200.00	\$	26,400.00	1	\$	2,200.00	26	\$	57,200.00	215%	\$	53,000.00		
F1	South Main St Hydrant Replacement	2	EA	\$	13,040.00	\$	26,080.00		\$	-	2	\$	26,080.00	100%	\$	-		
F2	South Main St Hydrant Replacement Paving	10	TN	Not Approved														
G1	South Main St Milling	2,350	SY	\$	2.85	\$	6,697.50	2260	\$	6,441.00	2350	\$	6,697.50	196%	\$	16,441.00		
G2	South Main St Overlay 1-3/4" 4LT 58-28S	250	TN	\$	70.20	\$	17,550.00		\$	-		\$	-		\$	17,550.00		
H1	Sunrise St Milling	2,700	SY	\$	2.85	\$	7,695.00	2230	\$	6,355.50	2700	\$	7,695.00	183%	\$	16,355.50		
H2	Sunrise St Overlay 1-3/4" 4LT 58-28S	285	TN	\$	70.20	\$	20,007.00		\$	-		\$	-		\$	20,007.00		
CO1	**Added** RELAY Sanitary Laterals (65 Total)	2,275	LF	\$	95.15	\$	216,466.25		\$	-	1171.5	\$	111,468.23	51%	\$	104,998.03		
				ALTERNATE TOTAL:				\$	1,214,745.75		\$	14,996.50		\$	865,332.73	72%	\$	334,416.53
				PROJECT TOTAL:				\$	2,952,174.05		\$	293,418.31		\$	2,945,878.80	100%	\$	6,295.25

Markesan Dog Park Rules

Thank you for visiting our dog park. Your visit to the dog park is under video surveillance for your and your dog's safety. Use the park at your own risk. Dog owners/handlers are responsible for the behavior of the dog(s) at all times.

Hours of operation: Dawn to dusk

Vaccinations/ Dog license: Dogs must wear a collar, be properly licensed, and have proof of current rabies vaccine.

Park Use:

- Dogs must be leashed while entering/ exiting the park and outside the park.
- All gates shall be immediately closed after any person enters or exits the dog park.
- Owners must remain in fenced area with their dog(s) while they are off leash. Limit 3 dogs per owner. Dog handlers must be at least 14 years of age.
- Dogs must be under voice control and in view of the owner at all time.
- Only dog treats are allowed only. No raw hide, bones, or pig ears are allowed.

Clean up:

- Immediately clean up and properly dispose of waste the dog(s) deposited in the trash can by each entrance.
- Failure of an owner to clean up after their pet could lead to dismissal from the park. Digging is not permitted.
- Owners must fill in any holes their dog leaves. Holes are a hazard for dogs and people.

Park use for classes:

Park use for dog obedience classes may be organized through Markesan City Hall for a small fee.

Agility area restriction to prevent injury:

This area is limited to dogs 12 months and older for small breeds, 18 months and older for large breeds.

Dog conflicts:

Aggressive dogs are not allowed. Handlers are responsible for any injury caused by the dog(s) under their control. Report any altercation between dogs or handlers to the city of Markesan police department (920) 398-2121.

Prohibited in the park:

- Glass containers
- Female dogs in heat
- Pets/animals other than dogs
- Unlicensed or unvaccinated dogs

- Sick or injured dogs, kennel cough
- Puppies under 4 months
- No smoking / No alcohol

Injury/ Liability: The City of Markesan shall not be responsible for any person or dog using the dog park.

All visitors have a stake in the success of the park. These rules are in place to make the park a pleasant experience for all. The Markesan Public Property Committee will handle all disputes. Follow the rules to avoid the revoking of park privileges.



N1395 County Road O
Markesan, WI 53946

Phone: 920-296-0223

Proposal

Date	Estimate #
8/29/2023	23

Dykstra Home Improvement and Construction, LLC

Name / Address
City of Markesan Bridge st Markesan wi 53946

Description	Qty	Rate	Total
PROJECT - 1 KIWANIS PARK BUILDING RESTROOMS		3,800.00	3,800.00
SOFFITS remove aluminum soffit and fascia inspect sub fascia and framing for decay replace aluminum soffit and fascia choice of color			
ROTTEN WOOD REPLACEMENT ALLOWANCE replace sub fascia rafter tails as needed, will look at roof sheeting to see if there is any damage and report to public works this cost will be determined by amount of rotten wood needing replacement this cost should be higher than needed unless roof sheeting is damaged		1,000.00	1,000.00
SIDING install house wrap over existing T-11 siding/wall sheeting install new steel siding to match warming shelter LIFETIME PAINT		6,900.00	6,900.00
ROOFING IF WANTED ADDING PER PUBLIC WORKS REQUEST tear off existing roofing and edgings install 36" ice and water barrier on eve install new D-edge install LANDMARK 30 year shingles install cap shingles ADD TO TOTAL 5400.00		0.00	0.00
Payments to be made as follows: 2 payments. 50% due upon acceptance of proposal. Remaining 50% due upon completion of contract.	Total		
Terms and conditions: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will only be executed by a written order and will become an extra cost over and above the estimate.			

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payments will be made as outlined above.

Signature: _____

Date: _____



N1395 County Road O
Markesan, WI 53946

Phone: 920-296-0223

Proposal

Date	Estimate #
8/29/2023	23

Dykstra Home Improvement and Construction, LLC

Name / Address
City of Markesan Bridge st Markesan wi 53946

Description	Qty	Rate	Total
DISPOSAL clean up and dispose of all debris		500.00	500.00
PERMITS PROVIDED BY CITY		0.00	0.00
QUALITY WORKMANSHIP, COMPLETED PROMPTLY		0.00	0.00
Payments to be made as follows: 2 payments. 50% due upon acceptance of proposal. Remaining 50% due upon completion of contract.		Total	\$12,200.00
Terms and conditions: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will only be executed by a written order and will become an extra cost over and above the estimate.			

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payments will be made as outlined above.

Signature: _____

Date: _____



N1395 County Road O
Markesan, WI 53946

Phone: 920-296-0223

Proposal

Date	Estimate #
8/29/2023	24

Dykstra Home Improvement and Construction, LLC

Name / Address
City of Markesan Bridge st Markesan wi 53946

Description	Qty	Rate	Total
PROJECT -2 - KAWANIS PARK WARMING SHELTER		0.00	0.00
SOFFITS remove existing soffits an facia inspect sub facia and framing for decay replace aluminum soffits and facia choice of color		4,500.00	4,500.00
ROTTEN WOOD REPLACEMENT ALLOWANCE replace sub facia rafter tails roof sheeting as needed the cost will vary per amount of damage		1,000.00	1,000.00
ROOFING remove existing shingles D-edge install new ice and watershed 36" off eve install new D-edge install new LANDMARK 30 year shingles new ridge vent and cap		5,500.00	5,500.00
FRONT DOOR remove existing door install new half glass insulated steel door white primer finish, (this finish can be upgraded) lock set with dead bolt		1,200.00	1,200.00
BACK DOOR IF WANTED wrap wood trim with metal and paint door to prevent door failure ADD 350.00 TO COST		0.00	0.00
PERMITS PROVIDED BY CITY		0.00	0.00
Payments to be made as follows: 2 payments. 50% due upon acceptance of proposal. Remaining 50% due upon completion of contract.		Total	
Terms and conditions: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will only be executed by a written order and will become an extra cost over and above the estimate.			

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payments will be made as outlined above.

Signature: _____

Date: _____



N1395 County Road O
Markesan, WI 53946

Phone: 920-296-0223

Proposal

Date	Estimate #
8/29/2023	24

Dykstra Home Improvement and Construction, LLC

Name / Address
City of Markesan Bridge st Markesan wi 53946

Description	Qty	Rate	Total
QUALITY WORKMANSHIP COMPLETED PROMPTLY		0.00	0.00
DISPOSAL		500.00	500.00
<p>Payments to be made as follows: 2 payments. 50% due upon acceptance of proposal. Remaining 50% due upon completion of contract.</p>			<p>Total \$12,700.00</p>
<p>Terms and conditions: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will only be executed by a written order and will become an extra cost over and above the estimate.</p>			

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payments will be made as outlined above.

Signature: _____
Date: _____



N1395 County Road O
Markesan, WI 53946

Phone: 920-296-0223

Proposal

Date	Estimate #
8/29/2023	25

Dykstra Home Improvement and Construction, LLC

Name / Address
City of Markesan Bridge st Markesan wi 53946

Description	Qty	Rate	Total
PROJECT -3- STORAGE SHED BEHIND PUBLIC LIBRARY			
ROOFING remove existing sheet steel panels install new lifetime finish steel roofing panels install all trims as needed		9,500.00	9,500.00
SOFFITS install new aluminum soffits and fascia on existing sub fascia choice of color		3,500.00	3,500.00
DISPOSAL		375.00	375.00
QUALITY WORKMANSHIP COMPLETED PROMPTLY		0.00	0.00
Payments to be made as follows: 2 payments. 50% due upon acceptance of proposal. Remaining 50% due upon completion of contract.	Total		\$13,375.00
Terms and conditions: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra cost will only be executed by a written order and will become an extra cost over and above the estimate.			

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payments will be made as outlined above.

Signature: _____

Date: _____

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-745-4070 (Office)
608-745-5763 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

September 06, 2023

Byran & Heather Hamer
180 W Manchester
Markesan, WI 53946

RE: Pool Violations - 2nd Notice (Permit 22-0032)

Permit Expiration Date (06/30/2024)
180 W Manchester St
Markesan, WI

Dear Bryan & Heather Hamer:

This is a 2nd notice that the pool on your property has not been made secure according to the City Ordinance "115-7 Swimming Pools Regulations". Members of the Police Department have observed that the pool is not adequately **enclosed**. They have also observed that the pool **ladder** has not been "secured or adequately safeguarded to prevent unauthorized entry into the pool." Ordinance 115-7 section G addresses permanent pools. This section requires adequate barriers around the pool and an adequately secured entrance ladder to the pool.

The first letter delivered to you in person by the City's Police Department on July 31, 2023 stated that the violations will begin to be counted from that date and the corrections deadline was in 30 days, which was August 31, 2023. This is your final notice that you have 30 calendar days to resolve the violations by complying with Ordinance Chapter 115-7. This final 30-day period for corrections will end October 6th, 2023. You have the right to request a hearing before the Common Council or Committee. This hearing must be requested within 5 days of receipt of this letter. If a hearing is not requested, this letter becomes an order to correct the violations.

Per Ordinances Chapter 1-3 and 273-12, "Each day a violation exists after the notice of violation has been received and which becomes an order of the Building Inspector shall constitute a separate violation of this chapter."

Please contact the City of Markesan Building Inspector at 608.617.6373 or at tripp@generalengineering.net with any questions you may have regarding the violations. Please contact the City Clerk, Betsy Amend, to request a hearing before the Common Council or Committee.

Thank you in advance for your cooperation in this matter.

Sincerely,

GENERAL ENGINEERING COMPANY

Timothy Tripp

Timothy Tripp
City of Markesan
Building Inspector
Certification #1330733
Cc: City of Markesan

Portage

Black River Falls

La Crosse



Consulting Engineering • Structural Engineering • Environmental Services • Building Inspection • Cross Connection Control
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services • GIS Services



General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-745-4070 (Office)
608-745-5763 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

THIRD NOTICE

August 4, 2023

Gail Bossingham
911 Ramble Ln
Plover, WI 54467

RE: Property Maintenance Violation
325 E John St
City of Markesan

Dear Gail Bossingham:

The Markesan Building Inspection Department and the Keep Markesan Great Committee are writing regarding the condition of the house and property located at the above referenced address.

Back on May 9, 2023 you had written an email to the City stating that you had a buyer for the property. As of today, the City has not seen any for sale sign or sale of the property go through. Therefore, no maintenance violation has been resolved as your email stated it would be. The City and the Committee are requesting a timetable of when the property will be sold and a name and address of who to direct any future correspondence to if there is a new owner? Please provide this to the City by **August 21, 2023**. Otherwise, the violation will follow the timeline listed below.

This letter is to provide notice that your property is in violation of the City of Markesan's Ordinance Chapter 273-5 A through D, K, & L regarding property maintenance. The roofing shingles are in extremely poor condition. Exterior paint is peeling. Large areas of the exterior wood siding are missing paint and exposed to the elements causing deterioration. There is a broken guardrail on the second-floor porch.

This letter provides documentation that the violations will begin to be counted from the date of this letter, August 4, 2023. Per the Ordinances, you have 30 calendar days to resolve the violations by complying with Ordinance Chapter 273. The 30-day period for corrections will end September 4, 2023. You have the right to request a hearing before the Common Council or Committee. This hearing must be requested within 5 days of receipt of this letter. If a hearing is not requested, this letter becomes an order to correct the violations.

Per Ordinances Chapter 1-3 and 273-12, "Each day a violation exists after the notice of violation has been received and which becomes an order of the Building Inspector shall constitute a separate violation of this chapter."

Please contact the City of Markesan Building Inspector at 608.617.6873 or ttripp@generalengineering.net with any questions you may have regarding the violations. Please contact the City Clerk to request a hearing before the Common Council or Committee.

Thank you in advance for your cooperation in this matter.

Sincerely,

GENERAL ENGINEERING COMPANY

Timothy Tripp

Timothy Tripp #1330733
Building Inspection Department
City of Markesan

Portage

Black River Falls

La Crosse



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services
Grant Procurement & Administration • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



From: gbossingham <gbossingham@charter.net>
Sent: Tuesday, May 9, 2023 9:40:03 AM
To: Tim Tripp <ttripp@generalengineering.net>
Subject: GEC letter

You don't often get email from gbossingham@charter.net. Learn why this is important

I am responding to your letter regarding the violations of my house. There is no way I will be able to fix all these violations in the time you are demanding. I am in the process of selling the house and the buyer is planning on a total renovation.
Gail Bossingham

Sent from my Verizon, Samsung Galaxy smartphone



Todd Zamzow <tzamzow@markesanwi.gov>

Ultimate Outdoor Bros

Tree stumps

Steven Steger <ultimateoutdoorbros21@gmail.com>
To: Todd Zamzow <tzamzow@markesanwi.gov>

Tue, Sep 19, 2023 at 6:31 AM

Grind 6 stumps \$750
Clean up topsoil seed \$500
Total \$1250
920 229 9848

Let me know if you have any questions i could possibly do this week

On Tue, Sep 12, 2023, 8:51 AM Todd Zamzow <tzamzow@markesanwi.gov> wrote:

Solider and sailors park.
2 are located in the center circle
1 is located behind large along the walk way.

City hall
Top parking lot 1 stump on the hillside

Cemetery
1 is located on the north side Cemetery in the center circle (NE end)
1 is located on the south side Cemetery towards the top of the hill (visible stump)

Thanks Todd

CITY OF MARKESAN 2024 BUDGET									
	2022 Actual Jan - Dec	2022 Budget	2023 Actual Jan - June	2023 Budget	2024 BUDGET	DIFFERENCE	NOTES		
Ordinary Income/Expense									
Income									
4100000 - Taxes									
4133000 - PILOT's Water Dept	0.00	60,000.00	0.00	60,000.00	60,000.00	0.00			
4111000 - City Taxes & Overrun	612,421.07	612,421.00	588,420.62	588,421.00	588,421.00	0.00			
4112000 - TIF Increment	0.00	100,000.00	0.00	105,000.00	105,000.00	0.00			
4114000 - Mobile Home Fees	322.24	70.00	148.62	325.00	300.00	-25.00			
4132000 - PILOT's MRH	11,492.61	13,000.00	9,053.69	12,000.00	10,000.00	-2,000.00			
4180000 - Interest on Taxes	528.55	1,000.00	130.34	1,000.00	1,000.00	0.00			
4190000 - State Personal Prop Aid	4,635.18	4,635.18	4,635.18	4,635.18	4,635.00	-0.18			
4195000 - State TID Personal Prop Aid	0.00	4,110.31	4,110.31	4,110.31	4,110.00	-0.31			
Total 4100000 - Taxes	629,391.65	795,236.49	606,498.76	775,491.49	773,466.00	-2,025.49			
4200000 - Special Assessments									
4210000 - Curb/Gutter Assessments	0.00		0.00			0.00			
4220000 - Sidewalk Assessment Loan	0.00		0.00	13,334.00	13,334.00	0.00	0.00 2024 sidewalk assessment		
4230000 - Sidewalk Assessments	0.00		0.00	6,666.00	6,666.00	0.00	0.00 2024 sidewalk assessment		
Total 4200000 - Special Assessments	0.00	0.00	0.00	20,000.00	20,000.00	0.00			
4300000 - Intergovernmental Revenues									
4354650 - ARPA GRANT	146,640.64		0.00			0.00			
4341000 - Shared Revenue	433,483.50	438,641.58	0.00	438,011.68	514,436.98	76,425.30	Increase - new amount in 2024		
4342000 - Fire Dues	3,605.49	3,300.00	0.00	3,600.00	0.00	-3,600.00	paid to fire department		
4343000 - Exempt Comp Aid	3,515.79	3,888.16	0.00	3,888.15	3,888.00	-0.15			
4352100 - Police Training	480.00		375.00		500.00	500.00			
4353100 - Transportation Aids	97,875.07	98,146.85	48,941.70	97,870.61	110,298.70	12,428.09	2024 ESTIMATED		
4354500 - Recycling Grant	5,877.62	5,900.00	5,880.55	5,900.00	5,900.00	0.00			
4379100 - EMS (Ambulance) Reimb	11,945.28	5,000.00	0.00			0.00			
Total 4300000 - Intergovernmental Revenues	703,423.39	554,876.59	55,197.25	549,270.44	635,023.68	85,753.24			
4400000 - Licenses & Permits									
4410100 - Alcohol Licenses	3,514.95	2,500.00	3,020.00	3,000.00	3,000.00	0.00			
4410200 - Operator's Licenses	1,370.00	1,800.00	1,025.00	1,300.00	1,100.00	-200.00			
4410300 - Soda Water Licenses	95.00	80.00	85.00	90.00	80.00	-10.00			
4410400 - Cigarette Licenses	375.00	300.00	300.00	375.00	300.00	-75.00			
4410500 - Other Business Lic.	195.00	300.00	50.00	200.00	200.00	0.00			
4410900 - Cable Franchise Fees	900.00	1,200.00	300.00	1,200.00	1,200.00	0.00			
4420000 - Dog Licenses (City)	928.83	900.00	915.28	925.00	925.00	0.00			
4430000 - Building Permits	6,030.00	3,400.00	3,070.00	4,000.00	6,000.00	2,000.00	raise fees?		
4440000 - Land Use Permits	250.00	250.00	315.00	250.00	250.00	0.00			
4450000 - MDM Hunter Permit Fee	240.00		0.00	200.00	240.00	40.00			
Total 4400000 - Licenses & Permits	13,899.78	10,730.00	9,080.28	11,540.00	13,295.00	1,755.00			
4500000 - Fines, Forfeits & Penalties									
4510000 - Ordinance Violations	12,543.94	9,000.00	7,595.63	9,000.00	9,500.00	500.00			
4510100 - Parking Violations	340.00	600.00	300.00	600.00	600.00	0.00			
Total 4500000 - Fines, Forfeits & Penalties	12,883.94	9,600.00	7,895.63	9,600.00	10,100.00	500.00			
4600000 - Public Charges for Services									
4610000 - Clerk-Treas Fees	1,210.00	1,600.00	590.00	1,200.00	1,200.00	0.00			
4610100 - Publication Fees	223.00	250.00	168.00	250.00	250.00	0.00			
4621000 - Police Dept Fees	260.00	200.00	725.00	250.00	250.00	0.00			
4632000 - Snow Removal Fees	220.00	220.00	0.00	250.00	250.00	0.00			
4643500 - Recycle Fees	3,132.23	3,000.00	2,119.87	3,400.00	3,400.00	0.00			
4644000 - Weed Control Charges	249.46	500.00	133.33	350.00	350.00	0.00			
4654000 - Cemetery Sales	875.00	500.00	0.00	750.00	500.00	-250.00			
4672000 - Park Shelter Use	2,075.00	1,500.00	1,100.00	1,700.00	1,700.00	0.00			

CITY OF MARKESAN 2024 BUDGET									
	2022 Actual		2022 Budget	2023 Actual		2023 Budget	2024		NOTES
	Jan - Dec	Budget		Jan - June	Budget		Budget	DIFFERENCE	
4674300 · Comm Ctr Use	490.00	150.00	335.00	150.00	500.00	350.00			
Total 4600000 · Public Charges for Services	8,734.89	7,920.00	5,171.20	8,300.00	8,400.00	100.00			
4700000 · Intergov't Charges for Services									
4732100 · School Liason	63,191.60	57,000.00	35,406.00	61,000.00	64,000.00	3,000.00			
4734100 · Recycle Ctr-Towns	10,481.14	15,000.00	4,987.50	9,500.00	12,825.00	3,325.00			3 townst rec. center + 1/2 landfill from Mackford
4739100 · Crossing Guard Reimb	6,784.26	5,500.00	0.00	5,500.00	6,000.00	500.00			
Total 4700000 · Intergov't Charges for Services	80,457.00	77,500.00	40,393.50	76,000.00	82,825.00	6,825.00			
4800000 · Miscellaneous Revenue									
4811000 · Interest-City Investments	14,198.51	1,500.00	5,196.70	1,500.00	10,000.00	8,500.00			
4820000 · Rent-Muni Bldg	16,200.00	15,000.00	8,100.00	16,200.00	16,200.00	0.00			
4820100 · Rent-Land	3,502.50	2,362.00	1,951.25	3,600.00	3,500.00	-100.00			
4820200 · Rent-Call Tower	11,654.53	11,000.00	7,005.58	11,475.00	11,475.00	0.00			
4840900 · Ins Dividends	2,138.00	1,800.00	1,893.00	2,000.00	1,800.00	-200.00			
4850000 · Donations	2,973.72	9,100.00	2,291.19	5,000.00	5,000.00	0.00			
4850025 · Connolly Memorial Cemetery Fund	5,300.00	0.00	500.00	0.00	0.00	0.00			
4850030 · Dog Park Donations	0.00	0.00	830.00	60,000.00	15,000.00	-45,000.00			35,000 total
4850050 · Luminary Bag Donation	1,660.00	0.00	500.00	0.00	0.00	0.00			
4850100 · Police Donations	2,290.00	3,000.00	10.00	3,000.00	3,000.00	0.00			
4890100 · Wage Carryover from 2022	0.00	0.00	0.00	30,000.00	30,000.00	0.00			
4890000 · Exp Reimb-All Types	7,361.79	2,500.00	45,487.27	2,500.00	3,500.00	-30,000.00			
Total 4800000 · Miscellaneous Revenue	67,279.05	46,262.00	73,764.99	135,275.00	69,475.00	-65,800.00			2023 Police Car Ins. Chk
4900000 · Other Financing Sources									
4999020 · Transfer from Fund Balance	0.00	0.00	0.00	0.00	0.00	0.00			
4910000 · Loan Proceeds	0.00	0.00	0.00	0.00	0.00	0.00			
4910011 · 2022 SDWL Bond Income	0.00	0.00	0.00	0.00	0.00	0.00			
Total 4900000 · Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00			
Total Income	1,516,069.50	1,502,125.08	798,001.61	1,585,476.93	1,612,584.68	27,107.75			
Expense									
5100000 · General Government									
5110000 · Legislative									
5110111 · Council	12,620.00	10,500.00	1,520.00	11,000.00	12,750.00	1,750.00			
5110211 · Mayor	9,020.00	8,300.00	2,500.00	9,400.00	9,000.00	-400.00			
5111011 · Committees	200.00	400.00	0.00	400.00	400.00	0.00			
Total 5110000 · Legislative	21,840.00	19,200.00	4,020.00	20,800.00	22,150.00	1,350.00			
5130000 · Legal									
5130021 · City Atty-General	1,831.25	2,800.00	800.00	1,800.00	1,800.00	0.00			
5130121 · City Atty-Prosecution	1,562.50	1,000.00	1,450.00	1,000.00	1,500.00	500.00			
5130221 · Legal Fees-Special	0.00	100.00	100.00	995.00	1,500.00	505.00			
5131021 · Muni Code Updates	1,500.00	5,300.00	3,345.00	3,795.00	4,800.00	1,005.00			
Total 5130000 · Legal	4,893.75	16,000.00	3,343.00	17,500.00	9,870.00	-7,630.00			
5140000 · General Administration									
5141011 · Legislative Support-Wages	8,900.41	852.08	20.00	3,637.25	7,000.00	7,000.00			
5141025 · Legislat. Support-Training/Dues	6,632.87	29,921.68	259.26	485.81	450.00	450.00			
5141032 · Legislat. Support-Publication	29,921.68	576.68	420.00	2,073.34	125.00	125.00			
5142011 · General Admin-Wages	576.68	420.00	485.81	4,000.00	4,000.00	0.00			
5142021 · General Admin-Outside Services	420.00	89.94	123.80	5,500.00	7,700.00	2,200.00			2024 Presidential election
5142025 · General Admin-Training/Dues	3,943.60	5,817.27	3,292.77	238.30	250.00	250.00			
5142031 · General Admin-Office Supplies	89.94	5,000.00	0.00	0.00	0.00	0.00			
5142033 · General Admin-Mileage	5,817.27	240.91	0.00	0.00	0.00	0.00			
5143011 · Elections-Wages	240.91	0.00	0.00	0.00	0.00	0.00			
5143032 · Elections-Publication	0.00	0.00	0.00	0.00	0.00	0.00			

CITY OF MARKESAN 2024 BUDGET										
DRAFT	2022 Actual			2023 Actual			2024			NOTES
	Jan - Dec	Budget	Jan - June	Budget	Jan - June	Budget	Budget	DIFFERENCE		
5143034 · Elections-Supplies	810.65		558.08			650.00		650.00		
5144011 · Licensing & Permits-Wages	1,685.84	3,000.00	1,576.50			3,500.00		-1,635.00		
5144032 · Licensing & Permits-Publication	292.75		210.00			300.00		300.00		
Total 5140000 · General Administration	60,184.18	54,000.00	28,795.11			61,000.00		7,635.00		
5150000 · Financial Administration										
5150011 · General Accounting-Wages	19,359.27	18,000.00	8,852.96			21,000.00		-2,000.00		
5150034 · General Accounting-Supplies	1,575.42		1,654.16			1,500.00		1,500.00		
5150521 · Independent Audit	10,778.50	9,400.00	10,894.40			10,300.00		13,200.00	additional depr. and lease work	
5151113 · Medicare (default)	7,800.99	7,450.00	4,414.06			8,200.00		8,400.00		
5151213 · Social Security	24,064.53	26,500.00	13,125.13			27,500.00		28,605.00		
5151314 · Health Insurance	117,535.55	143,000.00	73,180.73			156,000.00		177,868.00	2024 rates	
5151414 · Life Insurance	612.11	600.00	252.30			700.00		650.00		
5152012 · Wisconsin Retirement System	37,182.32	36,000.00	22,453.46			42,000.00		45,000.00		
5155021 · Prop. Assmnt.-Outside Services	6,317.76	6,200.00	3,322.18			6,400.00		7,500.00	last year with Action Appraisers	
5155111 · Prop Tax Collection-Wages	1,453.02	3,000.00	1,045.23			4,000.00		1,675.00		
5155121 · Prop Tax Collection-Outside Ser	899.80		422.62					900.00		
5156005 · Prop & Liability Ins	22,564.76	22,500.00	16,524.19			25,500.00		31,369.00	APPROX 2024 RATES	
5156105 · Workers Comp	13,997.74	13,000.00	6,655.30			11,500.00		10,653.00	APPROX 2024 RATES	
5156205 · Employee Bonds	850.00	900.00	0.00			900.00		900.00		
Total 5150000 · Financial Administration	264,991.77	286,550.00	162,796.74			314,000.00		347,220.00		
5160000 · Municipal Building										
5160011 · Municipal Building-Wages	6,270.74		5,393.30					8,000.00		
5160021 · Municipal Building-Outside Serv	5,266.76		1,886.99					4,000.00		
5160022 · Municipal Building-Utilities	26,495.60		15,394.21					27,000.00		
5160023 · Municipal Building-Repairs&Sup	5,591.00		1,269.82					10,381.82	police garage roof	
5160000 · Municipal Building - Other		46,000.00	0.00			50,000.00		0.00		
Total 5160000 · Municipal Building	43,624.10	46,000.00	23,944.82			50,000.00		49,381.82		
Total 5100000 · General Government	395,533.80	411,050.00	222,901.17			449,595.00		492,186.82		
5200000 · Public Safety										
5210000 · Law Enforcement										
5210001 · Police Administration										
5210011 · Police Admin-Wages - Other	78,010.51	74,500.00	31,980.57			79,000.00		79,000.00		
5210019 · Police Admin-Uniforms	2,023.06	1,300.00	921.21			2,000.00		2,000.00		
5210022 · Police Admin-Utilities	4,448.84		2,931.92			5,000.00		5,000.00		
5210034 · Police Admin-Supplies	3,356.01	5,000.00	1,817.86			5,000.00		5,000.00		
5210035 · Police Admin - Donations	1,278.96		1,660.00					0.00		
5210001 · Police Administration - Other		0.00	0.00			87,400.00		-87,400.00		
Total 5210001 · Police Administration	89,117.38	80,800.00	39,311.56			87,400.00		91,000.00		
5212000 · Police Patrol										
5211011 · Police Training-Wages	0.00		0.00					0.00		
5213011 · Police Criminal Invest-Wages	0.00	1,300.00	0.00			1,500.00		1,500.00		
5212011 · Police Patrol-Wages	160,030.41	161,750.00	70,938.44			165,000.00		165,000.00		
5212021 · Police Patrol-Outside Services	3,872.02	5,000.00	492.00			4,000.00		4,000.00		
5212022 · Police Patrol-Utilities	606.61	480.00	513.99			600.00		600.00		
5212023 · Police Patrol-Repairs/Supplies	7,147.44	11,200.00	4,872.02			10,000.00		10,000.00		
5212033 · Police Patrol-Fuel/Miles	9,042.98		3,385.84			9,000.00		9,000.00		
5212000 · Police Patrol - Other		0.00	0.00			195,000.00		-195,000.00		
Total 5212000 · Police Patrol	180,698.96	179,730.00	80,202.29			190,100.00		-4,900.00		
5213021 · Police Criminal Inv-Suppl/Serv	2,240.46	1,300.00	846.50			2,000.00		500.00		
5214025 · Police Training	1,580.29	1,400.00	963.00			1,500.00		2,000.00		
Total 5210000 · Law Enforcement	273,636.99	263,230.00	121,323.35			285,200.00		284,600.00		
5219000 · School Crossing Guard	12,279.20		6,258.00			11,000.00		500.00		
5220000 · Fire Protection										
5220021 · Fire Dept-Annual Budget	30,749.49	24,000.00	13,734.00			24,625.00		25,922.50	2024 budget amount	
5220022 · Water Hydrant Rental	113,586.00	113,586.00	0.00			113,750.00		113,750.00		

CITY OF MARKESAN 2024 BUDGET

DRAFT

	2022 Actual	2022 Budget	2023 Actual	2023 Budget	2024 Budget	DIFFERENCE	NOTES
	Jan - Dec		Jan - June				
5220034 · Fire Dept-Incident Charges	2,180.49		904.91		1,000.00	1,000.00	not budgeted before
Total 5220000 · Fire Protection	146,515.98	137,586.00	14,638.91	138,375.00	140,672.50	2,297.50	
5230021 · Ambulance Service	11,945.28	29,000.00	0.00		0.00	0.00	
5240021 · Building Inspection	12,664.20	9,000.00	6,797.40		12,500.00	0.00	
5290000 · Other Public Safety							
5290011 · Emergency Govt-Wages	2,083.00	7,870.00	0.00	2,200.00	2,200.00	0.00	
5290022 · Emergency Govt-Utilities	774.76		388.23	1,900.00	1,900.00	0.00	
5290023 · Emer Govt-Supp., Equip & Repal	1,514.47		700.33	4,270.00	5,520.00	1,250.00	
Total 5290000 · Other Public Safety	4,372.23	7,870.00	1,088.56	8,370.00	9,620.00	1,250.00	
Total 5200000 · Public Safety	461,413.88	457,686.00	150,106.22	455,445.00	458,892.50	3,447.50	
5300000 · Public Works							
5310000 · Streets Administration							
5310011 · Streets Admin-Wages	2,035.76		2,264.25		5,350.00	5,350.00	
5310021 · Streets Admin-Outside Services	8,271.30		265.44		500.00	500.00	
5310025 · Streets Admin-Training					1,000.00	1,000.00	training for PW director
5310005 · Streets Admin-CDL Testing			1,172.95		150.00	150.00	
5310000 · Streets Administration - Other	8.54	6,500.00	0.00	7,000.00		-7,000.00	
Total 5310000 · Streets Administration	10,315.60	6,500.00	3,702.64	7,000.00	7,000.00	0.00	
5311000 · Public Works Shop							
5311011 · PW Shop-Wages	1,032.54		2,044.21		2,000.00	2,000.00	
5311022 · PW Shop-Utilities	5,562.93		3,086.84		5,600.00	5,600.00	
5311033 · PW Shop-Fuel	527.40		220.55		350.00	350.00	
5311034 · PW Shop-Supplies/Tools	2,983.73		1,166.59		2,500.00	2,500.00	
5311000 · Public Works Shop - Other	0.00	13,000.00	0.00	10,200.00	0.00	-10,200.00	
Total 5311000 · Public Works Shop	10,106.60	13,000.00	6,518.19	10,200.00	10,450.00	250.00	
5312000 · Public Works Mach & Equip							
5312011 · PW Mach & Equip-Wages	17,830.02		8,276.24		25,500.00	25,500.00	
5312023 · PW Mach & Equip-Repair/Suppl	6,065.48		13,829.57		7,000.00	7,000.00	
5312033 · PW Mach & Equip-Fuel	3,559.88		1,488.78		3,500.00	3,500.00	
5312000 · Public Works Mach & Equip - Oth	0.00	36,000.00	0.00	36,000.00		-36,000.00	
Total 5312000 · Public Works Mach & Equip	27,455.38	36,000.00	23,594.59	36,000.00	36,000.00	0.00	
5331000 · Road Maintenance							
5331011 · Road Maintenance-Wages	789.05		726.31		1,500.00	1,500.00	
5331023 · Road Maintenance-Repair/Supply	0.00		0.00		8,000.00	8,000.00	driveway and street?
5331033 · Road Maintenance-Fuel	781.69		235.86		800.00	800.00	
5331000 · Road Maintenance - Other	1,950.00	10,150.00	0.00	10,650.00		-10,650.00	
Total 5331000 · Road Maintenance	3,520.74	10,150.00	962.16	10,650.00	10,300.00	-350.00	
5331100 · Curbs & Gutters							
5331111 · Curbs & Gutters-Wages	48.00		126.15		250.00	250.00	
5331100 · Curbs & Gutters - Other	0.00	500.00	0.00	500.00	250.00	-250.00	
Total 5331100 · Curbs & Gutters	48.00	500.00	126.15	500.00	500.00	0.00	
5331200 · Traffic Signs & Markings							
5331211 · Traffic Signs, Markings-Wages	753.48		894.78		1,000.00	1,000.00	
5331223 · Traffic Sign & Mark-Repair/Supp	836.09		514.55		1,000.00	1,000.00	
5331200 · Traffic Signs & Markings - Other	0.00	2,000.00	0.00	2,000.00		-2,000.00	
Total 5331200 · Traffic Signs & Markings	1,589.57	2,000.00	1,409.33	2,000.00	2,000.00	0.00	
5331300 · Bridges & Culverts							
5331321 · Bridges & Culverts-Outside Serv	632.41		0.00		650.00	650.00	
5331300 · Bridges & Culverts - Other	0.00	1,000.00	0.00	1,000.00		-1,000.00	
Total 5331300 · Bridges & Culverts	632.41	1,000.00	0.00	1,000.00	650.00	-350.00	
5331900 · Snow & Ice Control							
5331911 · Snow & Ice Control-Wages	10,860.83		12,755.39		11,000.00	11,000.00	
5331933 · Snow & Ice Control-Fuel	3,030.74		3,342.24		5,000.00	5,000.00	
5331934 · Snow & Ice Control-Supplies	1,774.70		8,538.11		10,000.00	10,000.00	

CITY OF MARKESAN 2024 BUDGET											
DRAFT	2022 Actual		2022 Budget		2023 Actual		2023 Budget		2024 BUDGET	DIFFERENCE	NOTES
	Jan - Dec		Budget		Jan - June		Budget				
5331900 · Snow & Ice Control - Other	0.00		25,000.00		0.00		26,000.00			-26,000.00	
Total 5331900 · Snow & Ice Control	15,666.27		25,000.00		24,635.74		26,000.00		26,000.00	0.00	
5342022 · Street Lighting	24,032.41		27,000.00		7,255.69		24,000.00		24,000.00	0.00	
5343100 · Sidewalks											
5343111 · Sidewalks-Wages	64.82				621.88				511.00	511.00	
5343100 · Sidewalks - Other	0.00		20,000.00		0.00		20,000.00		20,000.00	0.00	sidewalk assessment 2023
Total 5343100 · Sidewalks	64.82		20,000.00		621.88		20,000.00		20,511.00	511.00	
5344000 · Storm Sewers											
5344111 · Storm Sewers-Wages	81.64		1,250.00		405.43		250.00		827.00	827.00	
5344000 · Storm Sewers - Other	0.00		0.00		0.00		250.00		250.00	-250.00	
Total 5344000 · Storm Sewers	81.64		1,250.00		405.43		250.00		827.00	577.00	
5344100 · Street Cleaning	2,254.79		1,500.00		884.01		1,700.00		2,000.00	300.00	
5345000 · Parking Lots											
5345011 · Parking Lots-Wages	115.92		500.00		430.56		500.00		500.00	500.00	
5345000 · Parking Lots - Other	0.00		0.00		0.00		500.00		500.00	-500.00	
Total 5345000 · Parking Lots	115.92		500.00		430.56		500.00		500.00	0.00	
5362000 · Sanitation/Trash											
5362011 · Sanitation/Trash-Wages	9,548.59				3,824.23				6,685.00	6,685.00	
5362021 · Sanitation/Trash-Outside Serv.	63,649.72				31,975.50				68,225.00	68,225.00	2024 rate
5362000 · Sanitation/Trash - Other	0.00		70,200.00		0.00		74,000.00		375.00	-74,000.00	
Total 5362000 · Sanitation/Trash	73,198.31		70,200.00		35,799.73		74,000.00		74,910.00	910.00	
5363100 · Landfill Monitoring	4,125.79		2,800.00		2,000.95		4,200.00		4,200.00	0.00	Markesan and Mackford
5363500 · Recycling Center											
5363511 · Recycling Center-Wages All	5,061.57				2,971.64				6,300.00	6,300.00	
5363523 · Recycling Center-Markesan Misc	494.80				11,072.25				500.00	500.00	
5363533 · Recycling Center-Markesan Fuel	263.88				110.29				250.00	250.00	
5363500 · Recycling Center - Markesan Util	376.92		8,000.00		34.07		7,500.00		375.00	-7,125.00	
Total 5363500 · Recycling Center	6,196.97		8,000.00		14,188.25		7,500.00		7,425.00	-75.00	
5363521 · Recycling-Curbside	26,920.36		27,000.00		13,758.42		27,500.00		44,250.00	16,750.00	2024 rate
5363600 · Recycling Center-Mackford Util./dun	1,727.35		6,000.00		646.09		1,700.00		1,700.00	0.00	
5363700 · Recycling Center-Manchester Util./d	1,727.38		4,000.00		646.10		1,700.00		1,700.00	0.00	
5363800 · Recycling Center-Green Lake Util./d	2,896.82		5,000.00		1,258.11		2,600.00		2,600.00	0.00	
5364000 · Weed Control											
5364011 · Weed Control-Wages	1,417.35				900.95				1,500.00	1,500.00	
5364034 · Weed Control-Supplies	123.00				161.00				300.00	300.00	
5364000 · Weed Control - Other	0.00		1,500.00		0.00		1,700.00		1,700.00	-1,700.00	
Total 5364000 · Weed Control	1,540.35		1,500.00		1,061.95		1,700.00		1,800.00	100.00	
Total 5300000 · Public Works	214,216.48		268,900.00		139,906.07		260,700.00		279,323.00	18,623.00	
5400000 · Health & Human Services											
5461000 · Senior Transport	0.00		0.00		0.00		0.00		0.00	0.00	
5490000 · Cemetery											
5491011 · Cemetery-Wages	11,675.39				4,945.64				12,035.00	12,035.00	
5491022 · Cemetery-Utilities	282.00				135.63				300.00	300.00	
5491033 · Cemetery-Fuel	446.66				134.77				350.00	350.00	
5491034 · Cemetery-Supplies	1,964.87				44.72				500.00	500.00	
5490000 · Cemetery - Other	0.00		11,540.00		0.00		16,000.00		13,185.00	-2,815.00	
Total 5490000 · Cemetery	14,368.92		11,540.00		5,260.76		16,000.00		13,185.00	-2,815.00	
Total 5400000 · Health & Human Services	14,368.92		11,540.00		5,260.76		16,000.00		13,185.00	-2,815.00	
5500000 · Culture, Rec & Educ											
5510000 · Library											
5511011 · Library-Wages	2,646.59				1,135.85				2,500.00	2,500.00	Library pays City this in addition to budget
5511021 · Library-Annual Budget	69,994.25		67,200.00		52,041.75		69,389.00		70,668.00	1,279.00	

CITY OF MARKESAN 2024 BUDGET												
DRAFT	2022 Actual		2022 Budget		2023 Actual		2023 Budget		2024 Budget		DIFFERENCE	NOTES
	Jan - Dec		Budget		Jan - June		Budget		Budget			
Total 5510000 · Library	72,640.84		67,200.00		53,177.50		69,389.00		73,168.00		3,779.00	
5520000 · Parks												
5520011 · Parks-Wages	11,820.45				4,383.54				8,000.00		8,000.00	
5520022 · Parks-Utilities	3,244.66				1,932.47				2,500.00		2,500.00	
5520023 · Parks-Repairs/Supplies	2,112.17				3,606.02				3,000.00		3,000.00	
5520033 · Parks-Fuel	730.56				266.50				500.00		500.00	
5520000 · Parks - Other	0.00		17,900.00		0.00		18,000.00		14,000.00		-18,000.00	
Total 5520000 · Parks	17,907.84		17,900.00		10,188.53		18,000.00		14,000.00		-4,000.00	
5530000 · City Events/Banners												
5530011 · City Events/Banners-Wages	2,800.38				2,383.70				3,000.00		3,000.00	
5530021 · City Events/Banners-Outside Serv												
5530034 · City Events/Banners-Supplies												
5530000 · City Events/Banners - Other	1,344.19		3,100.00		0.00		3,100.00		150.00		0.00	
Total 5530000 · City Events/Banners	4,144.57		3,100.00		2,383.70		3,100.00		3,000.00		-3,100.00	
5530100 · Summer Rec Program	2,000.00		2,000.00		2,000.00		2,000.00		2,000.00		0.00	
5531000 · Special Events	5,297.39		6,000.00		1,874.52		6,000.00		5,260.00		-740.00	
Total 5500000 · Culture, Rec & Educ	101,990.64		96,200.00		69,624.55		98,489.00		97,428.00		-1,061.00	
5600000 · Conservation & Development												
5670000 · Advertising & Promotion	75.00		250.00		0.00		150.00		150.00		0.00	
5671000 · Industrial Park Development	0.00				142.25				120.00		120.00	
5690000 · Zoning & Development	202.50		250.00		0.00		250.00		250.00		0.00	
5691000 · Mapping	0.00		500.00		0.00		50.00		50.00		0.00	
Total 5600000 · Conservation & Development	277.50		1,000.00		142.25		450.00		570.00		120.00	
5900000 · Debt Service												
5912000 · 2018A Bond Issue Princ.												
5912100 · 2018A Bond Issue Fees	750.00		750.00		0.00		850.00		850.00		0.00	
5912000 · 2018A Bond Issue Princ. - Other	105,000.00		105,000.00		110,000.00		110,000.00		110,000.00		0.00	
Total 5912000 · 2018A Bond Issue Princ.	105,750.00		105,750.00		110,000.00		110,850.00		110,850.00		0.00	
5926250 · 2018A Bond Issue Interest	34,272.50		34,272.50		16,585.00		31,932.50		29,375.00		-2,557.50	
5916000 · Principal Long-Term Debt (WRS)	3,368.11		3,404.00		1,724.55		3,511.00		3,604.85		93.85	
5926000 · Interest Long Term Debt (WRS)	479.57		409.00		199.29		249.00		242.83		-6.17	
5927000 · Patrol Car Principal Loan	5,282.34		5,283.36		2,720.71		5,496.80		5,034.37		-462.43	
5927500 · Patrol Car Interest	492.58		491.56		166.75		278.12		1,965.63		1,687.51	
Total 5900000 · Debt Service	149,645.10		149,610.42		131,396.30		152,317.42		151,072.68		-1,244.74	
6000000 · Capital Outlay												
6576550 · Outlay - Dog Park	0.00				0.00		60,000.00		15,000.00		-45,000.00	Rich, building roof? Sealer?repair garage roof, new carpeting and tile
6571400 · Outlay - City Hall	0.00		5,000.00		0.00		10,000.00		5,000.00		-5,000.00	
6571900 · Outlay - General Acctg Admin	0.00		3,000.00		780.00		5,000.00		5,000.00		0.00	budget for new computers in future, carryover each
6572200 · Outlay - Fire Department	53,546.75		53,000.00		0.00		5,000.00		5,000.00		-5,000.00	
6572900 · Outlay - Emergency Govt	4,129.04		8,500.00		0.00		3,000.00		1,500.00		-1,500.00	
6573000 · Outlay - Police Patrol											0.00	
6573240 · Outlay - Machines & Equipment	0.00		1,500.00		5,100.00		5,000.00		10,000.00		10,000.00	
6573270 · Outlay - Garages & Sheds	0.00		30,054.66		0.00		17,376.00		5,000.00		0.00	replace and add garage door openers
6573310 · Outlay - Streets	0.00		1,500.00		0.00		1,500.00		25,000.00		7,624.00	
6573460 · Outlay - Parking Lots	0.00		5,000.00		0.00		5,000.00		5,000.00		0.00	grade roadway/rent chipper and chip brush
6574200 · Outlay - Recycling Center	0.00		12,150.00		0.00		9,000.00		10,000.00		1,000.00	replace south side drive
6575100 · Outlay - Cemetery	2,500.00		800.00		0.00		800.00		800.00		0.00	fix ceiling
6576100 · Outlay - Library	800.00		800.00		0.00		800.00		800.00		0.00	
6576200 · Outlay - Parks	0.00		5,000.00		0.00		10,104.51		20,000.00		9,895.49	Todd \$10,000 PLUS SS Park/Kiwanis park concrete
6573340 · Outlay - 2025 Streets Project									10,626.68		Engineering Costs	

CITY OF MARKESAN 2024 BUDGET											
	2022 Actual		2022 Budget		2023 Actual		2023 Budget		2024 Budget		NOTES
	Jan - Dec		Budget		Jan - June		Budget		Budget	DIFFERENCE	
6576300 · Outlay - Codification	90.00	0.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	code updates	
6576500 · Outlay - Walking Path	0.00	560.00		5,700.00		5,700.00		5,000.00	-700.00		
6576450 · Employee Wage Contingency Fund	0.00	0.00		15,000.00		15,000.00			-15,000.00		
Total 6000000 - Capital Outlay	61,065.79	6,440.00	127,504.66	152,480.51	6,440.00	152,480.51	119,926.68	119,926.68	-32,553.83		
Total Expense	1,398,512.11	725,777.12	1,523,491.08	1,585,476.93	1,612,584.68	1,612,584.68			27,107.75		
Net Income	117,557.39	72,224.49	-21,366.00	0.00	0.00	0.00	0.00	0.00	0.00		
				DIFFERENCE %					1.01710		

RECEIVED SEP 19 2023

September 19, 2023

Dear Mayor Slate and City Council,

Please accept this letter as my formal resignation from my position as Deputy Clerk-Treasurer with the City of Markesan. My last day of work will be Thursday, October 5, 2023.

Due to the flexibility that my position as Police Clerk allows, I would like to continue employment with the Markesan Police Department, should Chief Pflum approve.

Thank you for the opportunity to work for the City of Markesan. I am grateful for the experience and knowledge I've gained during my time here, and the wonderful co-workers I get to call friends.

Sincerely,


Rachel Heiling

Fwd: Deer biologist

1 message

Betsy Amend <bamend@markesanwi.gov>
To: MATT AMEND <mattd0923@hotmail.com>

Wed, Oct 4, 2023 at 1:16 PM



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

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

From: **PATRICIA PRILL** <pwprill@hotmail.com>
Date: Wed, Oct 4, 2023 at 1:10 PM
Subject: Fwd: Deer biologist
To: Rich Slate <mayorsl8@aol.com>, David Abendroth <d.e.abendroth@gmail.com>, Dennis Triemstra <dennytr@hotmail.com>, Adam Thiem <thiemct@outlook.com>, Betsy Amend <bamend@markesanwi.gov>

Hello Everyone -

Information I received a little while ago. Betsy, please send hard copies to Mike and Clint as I do not have their contact info. Thanks.

Pat

P.S. I sent Tom a Thank You expressing our appreciation for the time he served on the committee.

Sent from my iPad

Begin forwarded message:

From: Tom n Jen Ruetten <tnjruetten@hotmail.com>
Date: October 4, 2023 at 11:58:51 AM CDT
To: PATRICIA PRILL <pwprill@hotmail.com>
Subject: Re: Deer biologist

I provided some documentation to Dennis Triemstra to share with you all. Could you please give it back when you are done with it?

Jennifer Ruetten
Wisconsin Epoxy Concrete Floor Coatings
www.wisconsinepoxyconcretefloorcoatings.com

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Tom n Jen Ruetten <tnjruetten@hotmail.com>
Sent: Wednesday, October 4, 2023 11:38:51 AM
To: PATRICIA PRILL <pwprill@hotmail.com>
Subject: Re: Deer biologist

To Whom it may concern:

I cannot in good conscience continue to be linked to a committee that blatantly lied to and misguided the Mayor, City Council and fellow Markesan Deer Management Committee Members. I cannot be part of a Committee that is putting the City at risk and disregards contributions from peers on the Committee, DNR resources and City residents.

I truly hope the City Council, the Mayor and other members of the MDM Committee share and review my records showing inconsistencies/inappropriate decision making by the Committee Chair.

After trying for two months to work with the Committee Chair and various members of the City Council, I feel I have exhausted all possible efforts to work through these concerns and those of other MDM members and City Residents.

From the start, my actions were simply to allow for the hunt to continue to provide the City the outcome they desired when establishing the committee. After all, isn't that why you selected those of us to be on the committee?

Effective immediately I tender my resignation from the MDM committee.


Tom Ruetten

Wisconsin Epoxy Concrete Floor Coatings

www.wisconsinepoxyconcretefloorcoatings.com

Sent from my Verizon, Samsung Galaxy smartphone

Get Outlook for Android

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From: PATRICIA PRILL <pwprill@hotmail.com>
Sent: Wednesday, October 4, 2023 7:31:25 AM
To: Tom n Jen Ruetten <tnjruetten@hotmail.com>
Subject: Re: Deer biologist

Thanks. I will try to reach him today.

Sent from my iPhone

On Oct 4, 2023, at 7:13 AM, Tom n Jen Ruetten <tnjruetten@hotmail.com> wrote:

His name is Grant Gagliardi and his number is: 608-617-7443.


Jennifer Ruetten

Wisconsin Epoxy Concrete Floor Coatings

www.wisconsinepoxyconcretefloorcoatings.com

Sent from my Verizon, Samsung Galaxy smartphone

Get Outlook for Android

 DB2DB4F9066E49CE93165AB9EADF22AB.png

From: PATRICIA PRILL <pwprill@hotmail.com>
Sent: Tuesday, October 3, 2023 9:13:41 PM
To: tnjruetten@hotmail.com <tnjruetten@hotmail.com>
Subject: Deer biologist

Tom:

Thank you for attending the meeting tonight. I wanted to reach out to you for the phone number or contact info of the deer biologist you mentioned.

Thanks

Pat

Sent from my iPhone

4 attachments

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DB2DB4F9066E49CE93165AB9EADF22AB.png
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