



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

PUBLIC PROPERTY & HEALTH COMMITTEE

Markesan City Hall

January 2, 2024

Immediately Following Streets, Buildings & Utilities Meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Written Report Submitted

Old Business

- Discussion and Action on Recycling Center Agreement Between the City and the Towns of Green Lake, Manchester and Mackford
- Update on Reworked Specifications for:
 - Repairs – Kiwanis Park Warming Shelter, and Kiwanis other Shelter and Restrooms
 - Painting – Kiwanis Park both Shelters and Restrooms
 - Repairs – Library Shed

New Business

- Discussion and Action Electrical Repairs at Kiwanis Park
- Discussion and Action on Preliminary Park Plan

Adjournment

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

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

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

Dated December 29, 2023
Elizabeth Amend, Clerk-Treasurer

Streets Updates as January 1st 2024:

Had a meeting with DOT about the milling and overlay of Hwy 44 from Grand River Bridge to Fond du lac county line. They will be replacing the curb ramps(28 in total). Spot repair of curb and gutter. Also fixing the drainage issue by Avalon Metalsmith and Precision Dr. Final plans due in February and the job will be Let in May. Work starting in the summer/fall of 2025

Public Property Update:

Yearly chipper quotes with TLB(contractor we've used twice) and Bucklins. They are working on quoting a yearly contract, but have not received anything as of yet. Jerome was hired by a town of Mackford resident to remove trees/brush. Pictures sent to Pat with the amount that was taken to the recycling center.

BATI came in on December 13th and 18th to replace bad actuators.(8 in total) and run a system check. The actuators that were replace were 24 years old and the new ones need to be retro-fitted on a few. I went around with them as they replaced the faulty actuators. This took over 7 hours for them to do.

Ice skating rink update. Currently there is little to no frost in the ground. It appears no real cold weather in the near future. Last year we put a install by date of the 2nd week of January, as stopping flooding early Febraury.

We've been painting all signs leading into the City. (Hwy 73 & Cty Rd A) Along with Soldiers and Sailors. Posts and boards that could not be removed will be painted in the Spring.

Community room painting will begin after the 1st of the year.

Orange plow truck is up and operational. D&E came down to the shop twice to diagnose the non-starting issue. Batteries were replaced along with the alternator. There was also a fuse by the batteries that was bad and was not allowing power to the computer. I have taken it out for 2 drives after being fixed and alternator is now reading properly.

GFL has distributed Trash and recycling cans with flyers on the 18th and the 1st pick-up will be Tuesday January 2nd. WM last pick-up was the 28th and can were being picked up at the same time.

Ness electric is compiling a quote for electrical upgrade to the Kiwanis Park warming shelter. I will provide once I receive the information

AGREEMENT FOR RECYCLING AND COMPOSTING SERVICES

This agreement entered into this 1st day of January 2024 by and between the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester.

WHEREAS, the State of Wisconsin has by Act 335, 1989, established rules and regulations that are implemented to potentially reduce the amount of municipal solid waste disposed of in landfills and burned without energy recovery in the State of Wisconsin, and;

WHEREAS, a recycling program administered by the City of Markesan with the Town of Green Lake, the Town of Mackford, and the Town of Manchester participating can assist in accomplishing the goals set by the State of Wisconsin, and;

WHEREAS, the City of Markesan's Public Property & Health Committee has recommended that the City enter into this Agreement for the purpose of providing a collection program for recyclable materials from household waste, and;

WHEREAS, the Town of Green Lake, the Town of Mackford, and the Town of Manchester deem it to be in the best interest of its citizens to contract, under the authority of section 66.30 of the Wisconsin Statutes, with the City of Markesan to administer a collection program for recyclable materials from household waste.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE – TERM

The term of this agreement shall be for one (1) year from the date first above written, provided, however, that this agreement shall automatically be renewed for a one (1) year period commencing on the anniversary of the effective date given above unless any party to this agreement gives written notice of termination by certified mail to the other parties of this agreement at least sixty (60) days prior to such anniversary date.

SECTION TWO – SERVICE PROVIDED

- 2.1 The City of Markesan agrees to administer a collection program for the Town of Green Lake, the Town of Mackford, and the Town of Manchester for recyclable materials from household waste, including paper, cardboard, glass of all colors, metal containers, Number 1 and 2 plastic containers, waste oil and light bulbs.
- 2.2 Pursuant to 1989 Wisconsin Act 335, the City of Markesan is responsible for recycling in the City of Markesan, the Town of Green Lake is responsible for the area encompassed by the boundaries of the Town of Green Lake; the Town of Mackford is responsible for the area encompassed by the boundaries of the Town of Mackford, and the Town of Manchester is responsible for the area encompassed by the boundaries of the Town of Manchester. Each municipality should be the responsible party for its respective municipality.
- 2.3 An Operating Guidelines document has been developed to assist the recycling attendants in the proper operation of the Recycling and Composting Center. A copy of said Guidelines will be supplied to the City of Markesan, Town of Green Lake, Town of Mackford, and Town of Manchester
- 2.4 Recyclable materials shall be delivered by residents of the Town of Green Lake, the Town of Mackford, and the Town of Manchester to the former landfill site on County Highway A, located in Section 3, T14N, R13E, known as the Markesan-Mackford Landfill Site. All recyclable materials will be deposited in the designated dumpsters.
- 2.5 The site for recyclable materials shall be open for collection each Saturday except on holidays. The hours of operation shall be 8:00 A.M. to 2:00 P.M.
- 2.6 Upon showing proof of residency, residents of the Town of Green Lake, the Town of Mackford, and the Town of Manchester shall be allowed to deposit their properly prepared recyclable materials in the collection dumpster free of charge.

2.7 As available, each Town shall provide a list of recycling guidelines to each household to ensure correct and cost efficient use of the collection facility. Each Town shall be responsible for the cost of providing said guidelines. Further, each Town shall send a copy of said guidelines to the City of Markesan for review. If recyclable materials are not properly prepared, they will not be accepted for recycling. Properly prepared recyclable materials mean:

1. All plastic caps and neck rings shall be removed from all containers (glass and plastic).
2. All food containers shall be rinsed.
3. Metal cans and plastic containers shall be flattened to reduce volume.
4. No food wastes, garbage, light bulbs, window glass, ceramic or clay pottery items or other non-recyclable items shall be included in these materials.

2.8 City of Markesan residents shall not deposit recyclable materials at said County Highway A site. City of Markesan residents shall place recyclable materials at their curbs for pick-up by a contractor hired by the City.

2.9 City of Markesan, as the operating agent must notify each township if the materials delivered by local residents of the identified Township, are delivered in a manner making them unsuitable for recycling. It will be the responsibility of each Township to provide educational materials listing the appropriate materials to be recycled and the condition they must be delivered to the recycling site.

2.10 Each member of the agreement must provide residents with an annual mailing, reminding them of the recycling center and the condition materials will be accepted.

SECTION 3 - COMPOST PILE AND BRUSH COLLECTION

The City of Markesan agrees to operate and administer a compost pile and brush collection site at the Highway County A location which will be open April 1st through October 31st. This site will be available for use by the residents of the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester. All residents must be provided with guidelines for brush to be accepted. Wood products 6" in diameter and larger must be separated from brush and materials that are smaller.

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

The distribution of costs associated with the breakdown of brush will be based on the usage of each participating partner in this agreement. The City of Markesan, as the administering agent, will provide a breakdown of usage as determined by the sign-in sheet at the recycling center. Each partner in this agreement will share costs based on usage. The City of Markesan may request one of the participating partners to perform the cost breakdown and provide that information to the City of Markesan for billing purposes. It will be the responsibility of the City of Markesan to provide a copy of the sign-in logs for this determination.

SECTION FOUR – WHITE GOODS

Residents disposing of accepted white goods will pay the fee to the attendant. Fees and accepted items are outlined in the Operating Guidelines.

SECTION FIVE - COSTS

- 5.1 The costs incurred, which include labor, electric, heat, compost pile maintenance, snow plowing and DNR fees and licenses if needed, during one year of operation for the collection facility for recyclable materials from household waste will be billed to each respective party at 25% each, to the City of Markesan, Town of Mackford, Town of Green Lake and Town of Manchester. The dumpster rent will be billed to Town of Mackford and Town of Manchester at 25% and the Town of Green Lake at 50%. These costs will vary from year to year.
- 5.2 It is projected that five 8 yard dumpsters will be emptied weekly from the site in a 12 month time period.
- 5.3 Any costs of maintaining the County A collection site to implement the recycling program shall be split equally between the City of Markesan, the Town of Green Lake, the Town of Mackford, and the Town of Manchester. This includes maintenance of the premises such as road care, etc.
- 5.4 The City of Markesan shall be responsible to maintain and pay for insurance at the County A collection site.
- 5.5 Billing for all shared costs shall be sent from the City of Markesan to each Township on a yearly basis. Each Township shall promptly pay the City of Markesan for said costs.
- 5.6 If for any reason the recycling program at the County A site is closed, the parties to this agreement shall equally split all shut down and closing expenses and costs.

SECTION SIX –VOTING BY MEMBERS OF AGREEMENT

Administration of this agreement does not grant the ability to make decisions on behalf of all members or this agreement. Each member will have an equal voice in the determination of policies and procedures. Members of this agreement will be notified at least 10 business days in advance when the administrating party has a meeting where decisions will be made on behalf of other members of this agreement. The majority will prevail in any decision making as long as the decision does not conflict with the intent of the governing laws and rules as administered by the State of Wisconsin or the Department of Natural Resources.

SECTION SEVEN – TERMINATION

Any member of ~~party to~~ this Agreement may be released ~~from this Agreement~~ for any reason upon 90 days (computed from the date of mailing) written notice given by U.S. Mail to the other parties. However, if the Town of Green Lake, the Town of Mackford, or the Town of Manchester wishes to terminate or to be released from this Agreement and one Town and the City of Markesan wish to continue the recycling services as provided in this Agreement, the Town which desires to be released from this Agreement shall continue to be liable for and responsible for all or any share of its costs as provided in Section 5 of this Agreement for a period of 5 years. Said Town shall be responsible for all costs as specified in all paragraphs of Section 5 during the 5-year period, as if it never had been released from the terms of this Agreement. The City of Markesan shall continue to bill said Town as provided in Section 5.5 of the Agreement for that period of time. During the 5-year window, residents of the community will be allowed to continue to use the current facility for recycling. At the end of the termination window, the town wishing release will be required to show that a comparable recycling program has been developed and placed in operation.

SECTION EIGHT – TOTALITY OF THE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and supersedes any and all oral or written promises, prior to the signing of this Agreement.

SECTION NINE – SEVERABILITY

The provisions of the Agreement shall be deemed severable and should any clause of the Agreement be held invalid by any court, the remaining clauses shall be given full force without limitation of effect by such invalid clause or clauses.

SECTION NINE – MODIFICATION

Any modification to this Lease Agreement shall be in writing and executed by **all** parties.

SECTION TEN – RENEGOTIATION

This Agreement, or any part thereof, shall be renegotiated in the event of a substantial increase or decrease in the services to be provided; changes required by Federal or State law, rules, and/or regulations; changes required by court actions; or changes available in funding which affects the substance of this Agreement. Further, this Agreement shall be null and void, if a State or Federal department or agency, or any State or Federal court makes a determination which has a material effect on the Agreement between the parties. In addition, this Agreement, or any part hereof, shall be subject to renegotiation at the option of the City of Markesan if Green Lake County implements recycling services which have an impact on the service provided pursuant to this Agreement.

ATTEST:

Elizabeth A Amend, City Clerk/Treas.
City of Markesan

FOR THE CITY OF MARKESAN
SIGNED BY:

Rich Slate, Mayor
City of Markesan

ATTEST:

Katie Mehn, Town Clerk
Town of Green Lake

FOR THE TOWN OF GREEN LAKE
SIGNED BY:

Ben Moderow, Chairman
Town of Green Lake

ATTEST:

Katie Mehn, Town Clerk
Town of Mackford

FOR THE TOWN OF MACKFORD
SIGNED BY:

Steve Davison, Chairman
Town of Mackford

ATTEST:

Vicki Sievert, Town Clerk
Town of Manchester

FOR THE TOWN OF MANCHESTER
SIGNED BY:

Brian Lager, Chairman
Town of Manchester

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- 5.6 If for any reason the recycling program at the County A site is closed, the parties to this agreement shall equally split all shut down and closing expenses and costs.

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A party to this Agreement may be released from this Agreement for any reason upon 90 days (computed from the date of mailing) written notice given by U.S. Mail to the other parties. However, if the Town of Green Lake, the Town of Mackford, or the Town of Manchester wishes to terminate or to be released from this Agreement and one Town and the City of Markesan wish to continue the recycling services as provided in this Agreement, the Town which desires to be released from this Agreement shall continue to be liable for and responsible for all or any share of its costs as provided in Section 5 of this Agreement. Said Town shall be responsible for all costs as specified in all paragraphs of Section 5 as if it never had been released from the terms of this Agreement. The City of Markesan shall continue to bill said Town as provided in Section 5.5 of the Agreement.

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Vicki Sievert, Town Clerk
Town of Manchester

FOR THE TOWN OF MANCHESTER
SIGNED BY:

Brian Lager, Chairman
Town of Manchester