



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

## **PUBLIC PROPERTY & HEALTH COMMITTEE OF THE WHOLE**

**Markesan City Hall**

**February 6, 2024**

**Immediately Following Streets, Buildings & Utilities Meeting**

### **AGENDA**

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Written Report Submitted
- Updated Punch list

Old Business

- Discussion and Action on Recycling Center Agreement Between the City and the Towns of Green Lake, Manchester and Mackford
- Discussion and Action on Preliminary Park Plan
- 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 Young Stars Playground Equipment Placement Agreement
- Discussion and Action on Community Garden Revised Guidelines
- Discussion and Action on Decorative Flower Planter by Chamber of Commerce Sign
- Discussion and Action on Benches for the Cemetery

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](http://www.markesanwi.gov)

Dated February 5, 2024  
Elizabeth Amend, Clerk-Treasurer

## February Meeting

### Streets:

LRIP meeting for ranking the 2 municipalities that have requested this funding.(Markesan and Kingston) Markesan is for the large Bridge St project(Discretionary) and Kingston for a downtown project(supplemental). Kingston's funding is for this upcoming year and Markesan is for the 2025 project. We ranked Kingston as #1 as it is to take place this year and Markesan as #2 as it is scheduled for 2025

Snow plowing is on going. With our cold snap right after the 20" of snow the city had "hard pack" snow on the streets which we worked at getting removed in the downtown area along with the intersections.

### Public Property:

Ice rink has been installed during our cold snap. No frost in the ground so not sure how long the rink will last. Skip Walker said the opening of the rink went well and thanked us for getting it installed. They closed the rink on Sunday January 28 do to poor ice conditions

Garbage transition has gone smoothly. Only a few small mix-ups but everything should be resolved now.

Soldier and Sailors sign has new letters and will finished being painted when weather warms,

Community Room received a new coat of paint.

**Director of Public Works  
Project List  
2023/2024**

- Paint numerous street sign posts **Done**
- Replace stop signs as needed-Moorland/W Caroline and Summit/Main as examples
- Paint numerous stop sign posts black **Done**
- Spray weeds in the gutter throughout city where needed
- Mow grass in ditch along W John-safety hazard
- Spray weeds - S Willow Court lift station
- Trim shrubs - S Willow Court lift station after blossoming finished **Done**
- Mark all dead trees throughout the city for removal - notify property owners & follow up if not removed within allotted time
- Remove dead trees in circle of new cemetery **Done**
- Replace "exit" and "enter" signs at cemetery with new **Done**
- Obtain quotes for replacement/repair of old cemetery driveway **Bid was rejected**
- Trim/weed east bank of old cemetery & then spray to kill burning nettle - possibly save ground cover
- Remove stump on newly cut tree at old cemetery - east side **Done**
- Pump house at Hein park - coordinate with Utility dept to paint & roof building
- Secure quotes to repaint city garage **Spring of '24**
- Trim tall grass on banks of river
- Review what needs to be done with Kiwanis shelter - roof, paint, electric **Bid rejected**
- Paint restroom at Kiwanis Park
- Inspect old playground equipment on Kiwanis Park hill ensuring it's safe
- Replace "Riverdale Park" with new "Kiwanis Park" sign and trim shrubs so sign can be seen **Done**
- Repaint City Hall benches on south of building and east lower level **Done**
- "Wet and forget" southwest lower corner by food pantry entrance **Done**
- Clean fascia of City Hall
- Clean weeds out of stoned area on north end of city hall building **Done**
- Spray weeds in parking lot at city hall
- Replace south gutter/downspout with pvc downspout like other downspout **Done**
- Trim shrubs in raised area in Hein Park **Done**
- Put house number on pump house at Hein Park - half gone **Done**
- Obtain quotes to replace front of city garage - sunk down about 6" **'25 street project**
- Remove sagging braces on siren tower by city garage **Done**
- Repaint/install new reflective stripes on "dead end" sign on Pigtail alley **Done**
- Inspect all sidewalks and mark those needed to be replaced/repared - follow standard procedure - notify property owners, secure contractor **Preliminary stages started**
- Paint railings/fences of both bridges **Done**
- Repair roof and siding of garage by library **Bid rejected**
- Painting of Community Room **Done**

- General winter maintenance on equipment Done
- Ice Rink set-up/flooding 2 week use
- Skid steer yearly exchange Waiting for quote to be returned
- Heating system at City Hall(replacement of bad actuators) Done system functioning as should
- Tire quotes for 2021 Chevy 1 ton Waiting to receive quotes from PT tire, Nappara, Sauers
- Garbage collection change-over All cans should be out
- Storm Drains cleared Done after leave pick-up
- Library projects Completed as needed
- Update lighting outside City Hall all but one are complete waiting un LED bulb order
- Paint crosswalks and parking stalls
- Painting of signs leading into city all boards that could be removed are finished
- Solider and Sailors sign New letters attached, painted all boards that could be removed
- Repair lawns/mailboxes/walls from plowing
- Get bids for cracking filling John St



## **AGREEMENT FOR RECYCLING AND COMPOSTING SERVICES**

This agreement entered into this 1<sup>st</sup> 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.

**Properly prepared recyclable materials** mean:

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

If recyclable materials are not properly prepared, they will not be accepted and deposited.

- 2.7 As available, each Town shall provide a list of recycling guidelines to each household to ensure correct and cost efficient use of the collection facility. Each Town shall be responsible for the cost of providing said guidelines. Further, each Town shall send a copy of said guidelines to the City of Markesan for review.

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

### **SECTION THREE - COMPOST PILE AND BRUSH COLLECTION**

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

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

### **SECTION 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. Bills will be sent to the towns in January for the previous year's expenses. 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 – 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 SEVEN – 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 EIGHT – MODIFICATION**

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

#### **SECTION NINE – 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:

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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