



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

## **PUBLIC PROPERTY & HEALTH**

### **Markesan City Hall**

**September 5, 2024**  
**6:00 PM**

#### **AGENDA**

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Written Report Submitted
- Discussion and Action on Quote from TLB for Wood Chipping at the Recycling Center
- Discussion and Action on Quote from Ballweg Implement Company for Pay Loader Engine Tune Up
- Discussion and Action on Quotes for New Tires for the 2021 Truck (One Ton)

Old Business

- Discussion and Action on City of Markesan Deer Management Program Update – Matt Amend
- Discussion and Action on Village of Fairwater Compost - Agreement, Costs, Installation of Deer Cameras, and Improved Signage at Recycling Center
- Kiwanis Park Warming Shed Repair Update

New Business

- Discussion and Action on Little Green Lake District Proposed Wake Ordinance
- Discussion and Action on Markesan Lion's Club Proposed Changes to Memorandum of Understanding
- Discussion and Action to Review Kiwanis Park Layout 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](http://www.markesanwi.gov)

Dated September 4, 2024  
Elizabeth Amend, Clerk-Treasurer

## August Streets and Public Property

### Public Property:

August was the month for fixing sinks at City Hall. 3 at the daycare and 1 in the council room.

3 functions that we assisted in set-up. The bike ride that was held on August 7th at Hein Park. August 13th election, and the corn roast held August 23rd.

All city crosswalks, parking stalls, arrows leading to and from the high school along with "Slow School" by the elementary school are painted 25 gallons of paint used

Removed the rock wall at Sandy's Diner

Removed a very large tree limb from N Bridge St

Painting of the Scout Cabin at Solider and Sailor park has been completed

3 trees(1 pine Southside cemetery, 1 pine Northside cemetery, and 1 oak tree Southside) will be taken down by Capital Tree Service

New LED lights have been installed in the Council room

All TV's and computer(9 gaylords & 3 large console TV's) material have been removed and recycled along with most of the freon appliances (7 microwaves, 9 dehumidifiers, 4 A/C, 26 refrigerators, 6 freezers = 26 pallets with 6 pallets remaining)

Quote from TLB for chipping of the large brush pile at the recycling center is attached

Quotes for new tires for the 2021 1 ton truck are attached.

Sidewalk removal and repair to start mid september.

Quote for Payloader engine tune up. Description of issue in the quote that is attached.

### Streets:

N/A



Todd Zamzow &lt;tzamzow@markesanwi.gov&gt;

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**Markesan / TLB Fall 2024 grind**

2 messages

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Doug Olson <Doug@tlbcompanies.com>  
To: Todd Zamzow <tzamzow@markesanwi.gov>  
Cc: Doug Olson <Doug@tlbcompanies.com>, Erika Seidler <Erika@tlbcompanies.com>, Accounts Receivable <ar@tlbcompanies.com>

Todd,

Thanks for letting me see the pile info and picture on 8/12/24 (attached below) so we can give you a fixed estimate, which is attached here. For this grind we will use the larger Ro

We have proper insurance which is also attached for your review. Also, we have all the needed licensing with the State of WI, WI DNR and DOT to grind, remove, haul, store and process

We do grinding as our business and have many municipalities and business customers we service. *I will be glad to answer any questions and help in any way I can, so please feel free*

We are hoping to be of service to you and City of Markesan, as we have in the past! Please get back to me as soon as possible as we are scheduling right now and it is very busy, and we

We work hard, communicate well to make sure the job is done right, and we have many customers whom will back this up. Any questions let us know and any questions or requests on

I look forward to hearing from you soon.

Respectfully I close,

Doug

Doug Olson

President

TLB Wood Products, LLC &amp; TLB Transit, Inc.

Seymour, WI 54165

(920) 833-9031 Office

(920) 469-1669 Cell

doug@TLBCompanies.com

<http://www.tlbcompanies.com/>

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From: Todd Zamzow <tzamzow@markesanwi.gov>  
Sent: Monday, August 12, 2024 8:52 AM  
To: Doug Olson <Doug@tlbcompanies.com>  
Subject: Markesan compost site

Good morning Doug

# TLB Wood Products LLC

N5624 County Road C  
Seymour, WI 54165

# Proposal

Proposal Number: 24-261  
Proposal Date: August 13, 2024

Voice: 920-833-9031  
Fax: 920-833-9032

### Quoted To:

City of Markesan  
Attn: Todd Zamzow  
150 S Bridge St  
PO Box 352  
Markesan, WI 53946

Work to be performed at:  
City of Markesan Recycle Center  
N2298 Co Rd A  
Markesan, WI 53946

Customer ID	Good Thru	Payment Terms	Sales Rep
MARKE	9/13/2024	Net 15	DSO

### Description

Fixed Estimate is for grind in early fall 2024.

Grinding based on pile size send by Todd on 8/12/24 w/ a little room for growth w/ B66 1000HP Horizontal Grinder, Excavator or Front-End loader and Operator with a little room for growth of pile until Grind (early fall 2024).

- o Support of Front-end loader / operator from City of Markesan for pushing pile and material while grind is ongoing.
- o Mobilization Move/ load & unload overweight/size Grinder & Excavator or Frontend loader to & From Site.
- o Grinding to be done, as soon as convenient for both parties (early fall early winter 2024), will coordinate with Town for dates that work for all parties.
- o All ground material will remain at recycle yard

All Fuel Included

Plus, Fuel Surcharge based when diesel is above \$2.85 per gallon based on and/ IAW DOE Midwest weekly diesel rate.

Total estimate = **\$3,900.00**

**PROOF OF INSURANCE REQUIRED. ANY REPAIRS NEEDED ON MACHINE TO BE PAID FOR BY  
City of Markesan, WI (SEE BELOW)**

Materials to be ground are certified by owner to be free of contaminants, including but not limited to: metal, large objects, any foreign items that may cause damage to TLB Wood Products LLC equipment. Owner certifies that any damage to TLB Wood Products LLC equipment by said materials is at the cost of owner and/or his insurance. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over & above this estimate. All agreements contingent on accidents or delays are beyond our control. This proposal may be revoked if not accepted within 15 days. We reserve the right to recall this estimate within 5 business days in the event of an error.

Term is Net 15. Service charges on amounts past due computed at 1.5% per month (18% per year)

TLB Wood Products' acceptance of waste materials is conditioned on such material not constituting hazardous waste and/or subject to special treatment or disposal requirements as a result of hazardous constituents.

Customer warrants and represents that the waste material provided to TLB Wood Products for processing is not contaminated in any fashion with hazardous materials and/or would not otherwise constitute hazardous waste under state or federal environmental laws. Customer agrees to indemnify and hold TLB Wood Products harmless from any costs and damages that may result if such waste material is non-conforming with the foregoing warranty and representation.

Acceptance of Proposal (must be signed/dated and returned before work begins). The above is satisfactory and is hereby accepted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Ballweg Implement Co., Inc.



W7246 Highway 68  
P.O. Box 152  
Waupun, WI 53963



JOHN DEERE

Phone: 920-210-5310  
Toll Free: 800-236-3768  
Text: 920-210-5310  
Email: info@ballweg.biz  
Web: www.ballweg.biz

Ship To: IN STORE PICKUP

Invoice To: CITY OF MARKESAN  
150 S BRIDGE ST  
MARKESAN WI 53946

Branch 01 - WAUPUN		
Date 08/26/2024	Time 16:18:20 (O)	Page 1
Account No MARKE001	Phone No 9203983031	Est No 01 000829
Ship Via PAYLOADER	Purchase Order	
		Salesperson 004

ESTIMATE EXPIRY DATE: 12/03/2024

## SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C9012675    LOADER - INDUSTRIAL    MS #: 444A350399T  
Make: JD    Model: 444    F  
Is to have the following work done

ASSORTED ISSUES

ADDITIONAL DESCRIPTION:

ESTIMATE IS TO REMOVE AND INSTALL INJECTORS AND SEND OUT TO BE TESTED.  
PERFORM CYLINDER LEAKAGE TEST  
SET VALVE CLEARANCE

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
RE528590	Wiring Harness	1	322.48	322.48
SE501925	Injection Nozzl	4	374.29	1497.16
	Injection Nozzle Reman			
CRSE501925	Injection Nozzl		77.25	309.00
RE528096	SCREW WITH W	4	3.57	14.28
	Screw With Washer			
R520813	CLAMP	4	12.90	51.60
R123575	O-RING	4	1.74	6.96
R524468	Gasket	1	58.11	58.11
R522899	SEALING WASH	4	1.71	6.84

<u>MISCELLANEOUS CHARGES:</u>	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	MACHINE CONNECT	88.00	88.00
	SERVICE CALL 03	40.00	40.00

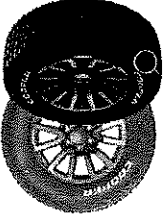
Parts: 2266.43  
Labor: 3060.00  
Miscellaneous: 128.00  
TOTAL: 5454.43

Authorization: \_\_\_\_\_

*Thank You For Your Business!*

**Tire Size: LT235/80R17**

**COOPERTIRES**  
DISCOVERER  
STRONGHOLD AT  
Part#: 170287048




Price	\$255.99/each
Retail 4 Tires	\$1,023.96
mounting	\$0.00
balancing	\$120.00
valve stems	\$12.00
tire disposal	\$20.00
road hazard	\$43.80
shop supplies	\$12.00
Tax	\$67.75
<b>Total Price</b>	<b>\$1,299.51</b>

**Benefits**

- Provide grip and traction for the life of the tire
- Grab and release soft surfaces
- Helps to provide stability

*6 tires = 1535.94*

**TOYO TIRES**  
OPEN COUNTRY A/T  
III  
Part#: 355740




Price	\$249.99/each
Retail 4 Tires	\$999.96
mounting	\$0.00
balancing	\$120.00
valve stems	\$12.00
tire disposal	\$20.00
road hazard	\$43.80
shop supplies	\$12.00
Tax	\$66.43
<b>Total Price</b>	<b>\$1,274.19</b>

**Benefits**

- Provides confident wet braking and handling
- Provides cut-and-chip resistance
- Provides excellent off-road grip

*1499.94*

**GOOD YEAR**  
WRANGLER DURATRAC  
(STUDDABLE)  
Part#: 312032142




Price	\$177.99/each
Retail 4 Tires	\$711.96
mounting	\$0.00
balancing	\$120.00
valve stems	\$12.00
tire disposal	\$20.00
road hazard	\$43.80
shop supplies	\$12.00
Tax	\$50.59
<b>Total Price</b>	<b>\$970.35</b>

**Benefits**

- Offers enhanced traction in deep mud and snow
- Help provide enhanced dirt, gravel and mud traction
- Help provide enhanced traction and lateral stability while reducing road noise

*1067.94*

**GOOD YEAR**  
WRANGLER  
ALL-TERRAIN  
ADVENTURE WITH  
KEVLAR  
Part#: 748635572



Price	\$170.99/each
Retail 4 Tires	\$683.96
mounting	\$0.00
balancing	\$120.00
valve stems	\$12.00
tire disposal	\$20.00
road hazard	\$43.80
shop supplies	\$12.00
Tax	\$49.05
<b>Total Price</b>	<b>\$940.81</b>

**Benefits**

- For rugged strength
- Versatile off-road traction in wet, and muddy conditions
- For enhanced toughness

*1025.94*

**Consumer Rebate**



**CLIFFS TIRE AND BATTERY**

1049 W Fond Du Lac St  
Ripon, WI 54971-9260  
920-748-6432

**City Of Markesan**

240821-0248  
Quoted By: Chad Lisowe  
Wednesday, August 21, 2024

**Tire Size: LT235/80R17**

**COOPERTIRES**  
DISCOVERER  
STRONGHOLD AT

Specifications	
Part Number	170287048
Load Rating	120
Speed Rating	R
UTQG	NA
Warranty	60000
Sidewall	BLK
Ply Rating	E/10

**TOYO TIRES®**  
OPEN COUNTRY A/T  
III

Specifications	
Part Number	355740
Load Rating	120
Speed Rating	R
UTQG	NA
Warranty	50000
Sidewall	BLK
Ply Rating	E/10

**GOODYEAR**  
WRANGLER DURATRAC  
(STUDDABLE)

Specifications	
Part Number	312032142
Load Rating	120
Speed Rating	Q
UTQG	NA
Warranty	NA
Sidewall	BLK
Ply Rating	E/10

**GOODYEAR**  
WRANGLER  
ALL-TERRAIN  
ADVENTURE WITH  
KEVLAR

Specifications	
Part Number	748635572
Load Rating	120
Speed Rating	R
UTQG	NA
Warranty	60000
Sidewall	BLK
Ply Rating	E/10







NEW MARKETING GROUP

Your Complete OE Auto Parts Source!

JOE GROHOLSKI President

City of ~~Meriden~~ Toll Free: 1-855-851-0822

Hankook LT235 80R17 Load E

Dynapro AT2 XTREME RFR

224.54 ea

x 6

1347.24

135.00 MTB

9.00 Values ?

1491.24

42.00 Disposal

1533.24 total

Finestone Trans Force AT2 same  
Price

SawyerS

Parts representative since 1990!

[www.automotivepartssource.com](http://www.automotivepartssource.com)



\*\*\*\*\*

Estimate 29917 PT TIRE & SERVICE CORP. 301 EAST CLARK ST. BRANDON, WI 53919 920-346-TIRE (8473) DATE 8-21-2024

\*\*\*\*\*

LNAME:CITY OF MARKESAN TAG:COM
FNAME: HPHONE:920-398-3031 YR:2024 MAKE:TIRE
ADRES:150 S BRIDGE ST WPHONE:920- - MODEL:SERVICE
CY/ST:MARKESAN, WI ZIP:53946 MILEAGE:
TECH: MANAGER: PO NUMBER: MOTOR:
NOTES:CES#008-0000583032-06 MANUF: VIN:

Table with 5 columns: PART#, DESCRIPTION, QTY, PRICE, DISC, TOTAL. Rows include items like LT235/80R17 F/S TRANSFORCE AT2 10 PLY TL BLK NET STATE PRICE, DSMNT & MNT TIRE W\TPMS, BALANCE TIRE, WHEEL WEIGHT, VALVE STEM, TIRE DISPOSAL LT, and SHOP MATERIALS.

\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for the purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Sales and Service is subject solely of the manufacturer warranty. Signature releases any and all liability against PT TIRE & SERVICE, CORP. and shareholders after the automobile is off site and carries no additional liability after completion of the service provided. ALL USED TIRES ARE FINAL SALE AND SOLD AS IS AND HAVE NO WARRANTY OR LIABILITY. Signature releases all liability of PT TIRE & SERVICE, CORP. PAYMENT DUE UPON RECEIPT. 5% CHARGE FEE WILL APPLY AFTER 15 DAYS! 1.5% FINANCE CHARGE THEREAFTER. WARNING NOTICE! Lugnuts must be retorqued before 50 miles. Industrial or Farm see Owners Manual for specifications.

Summary table with 2 columns: Description, Amount. Rows: Parts 929.40, Labor 273.00, Subtotal 1202.40, Tax Exempt 0.00, Total 1202.40.

Signature X \_\_\_\_\_

\*\*\*\*\*

Estimate 29917 PT TIRE & SERVICE CORP. 301 EAST CLARK ST. BRANDON, WI 53919 920-346-TIRE (8473) DATE 8-21-2024

\*\*\*\*\*

LNAME:CITY OF MARKESAN TAG:COM
FNAME: HPHONE:920-398-3031 YR:2024 MAKE:TIRE
ADRES:150 S BRIDGE ST WPHONE:920- - MODEL:SERVICE
CY/ST:MARKESAN, WI ZIP:53946 MILEAGE:
TECH: MANAGER: PO NUMBER: MOTOR:
NOTES:CES#008-0000583032-06 MANUF: VIN:

Table with 5 columns: PART#, DESCRIPTION, QTY, PRICE, DISC, TOTAL. Rows include items like LT235/80R17 F/S DESTINATION XT 10 PLY NET STATE PRICING, DSMNT & MNT TIRE W\TPMS, BALANCE TIRE, WHEEL WEIGHT, VALVE STEM, TIRE DISPOSAL LT, and SHOP MATERIALS.

\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*ESTIMATE\*\*\*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for the purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Sales and Service is subject solely of the manufacturer warranty. Signature releases any and all liability against PT TIRE & SERVICE, CORP. and shareholders after the automobile is off site and carries no additional liability after completion of the service provided. ALL USED TIRES ARE FINAL SALE AND SOLD AS IS AND HAVE NO WARRANTY OR LIABILITY. Signature releases all liability of PT TIRE & SERVICE, CORP. PAYMENT DUE UPON RECEIPT. 5% CHARGE FEE WILL APPLY AFTER 15 DAYS! 1.5% FINANCE CHARGE THEREAFTER. WARNING NOTICE! Lugnuts must be retorqued before 50 miles. Industrial or Farm see Owners Manual for specifications.

Summary table with 2 columns: Description, Amount. Rows: Parts 1122.18, Labor 273.00, Subtotal 1395.18, Tax Exempt 0.00, Total 1395.18.

Signature X \_\_\_\_\_
This estimate may not reflect the actual cost at the time of purchase

**CHANGES MARKESAN LION'S WOULD LIKE TO  
MAKE TO MEMORANDUM OF UNDERSTANDING**

**Section 8**

**The Club shall have standing rights to reserve the park on the *Saturday and Sunday* of June Dairy Days weekend in Markesan (the Sunday after the second Saturday of June).**

**Section 9**

**The Club shall have standing rights to reserve the park yearly on the *4th full weekend of June*.**

**Section 10**

- a) delete
- b) delete
- c) Okay
- d) delete

**A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MARKESAN AND MARKESAN LION'S  
CLUB**

**WHEREAS**, the City of Markesan is a Wisconsin Municipality (the "City"), with their address being 150 South Bridge Street; Markesan, WI 53946 and the Markesan Lion's Club (the "Club", with their address being PO BOX 138; Markesan, WI, is a non-profit (IRS Sec. 501(c)(4)) organization incorporated in Wisconsin

The purpose of this Memorandum of Understanding (MOU) is to have a written understanding between the above parties. Additionally, this MOU will outline any responsibility the Markesan Lion's Club has in order to use of the Park and Park facilities at Little Green Lake Soldiers and Sailors Park (the "Park").

This MOU by its term is not a lease, and the City shall not accept, nor shall the Club be required to pay, any rental or other monetary payment as a result of entering into this MOU.

The City recognizes that the Markesan Lion's Club is instrumental in the development of the Little Green Lake Soldiers and Sailors Park as a valuable asset to the community, providing local citizens and visitors a place to safely recreate.

THEREFORE both the City and Club agree to the following:

1. The City is the owner of the Park and assumes all responsibility for the operation and management of the Park, except as specified within this MOU.
2. The City will repair and maintain the well, buildings, piers, boat docks, or other physical structures located on the Park property.
3. The City will mow and rake the grounds and take whatever other action is reasonable and necessary to keep the grounds in suitable condition for Park purposes.
4. The City will allow the Club to post "Park Reserved" notices for any City approved Club function in the park, per City Ordinance 260-7 F.(7)(C) [Amended 4-14-2015 by Ord. No. 233] which states "the right to reserve any park or area for any civic function or City-sponsored event."

5. The Club will not build, remodel, or tear down any buildings, piers, boat docks, or other physical structures located on the Park Premises, without prior written consent and approval of the City.

6. The Club shall furnish the City with a copy of a suitable liability insurance policy, for any special events to be held on the Park premises, wherein there is a possibility of injury to any person on the Park grounds attending such event as a participant or spectator.

7. The Club shall provide the City Clerk with a schedule of events, with at least one month's advanced written notice when possible and further agrees to pay for any damage to the Park as a result of special events scheduled by the Club.

8. The Club shall have standing rights to reserve the park on the Sunday of June Dairy Days weekend in Markesan (the Sunday after the second Saturday of June).

9. The Club shall have standing rights to reserve the park yearly on the Saturday before July 4<sup>th</sup>.

10. The Club agrees to assume responsibility for the maintenance and operation for the Park:

- a) Will maintain, organize and schedule the use of Park shelter kitchen facilities.
- b) Will maintain and replace the flag at the Park, as needed;
- c) Will organize Lion members to complete "walk through" clean-up of the park when members are available;
- d) Will organize the "Youth Service Day" clean-up of the park;
- e) Will provide sand for the beach and various playground equipment locations;
- f) Will maintain beach buoys and setup beach swimming area;
- g) Will provide up to \$2,000 annually for Club approved improvements to the Park.

11. This MOU shall automatically renew annually unless either party serves notice in writing to both the City Clerk and Club Secretary forty-five (45) days of either party's intent to ratify, change, or terminate this MOU.
12. The City and the Club agree not to commit the other party to an expense without written consent.
13. The City and the Club agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party. Both parties shall have the right to participate in the defense of such claim to the extent of its interest.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this MOU by and through their duly authorized officers. Upon sign this MOU, each party acknowledges receipt of the signed and completed copy thereof, and admits that they have read and understood the foregoing terms and conditions and agrees thereto.

DATED THIS            DAY OF \_\_\_\_\_, 2024

CITY OF MARKESAN

MARKESAN LION'S CLUB

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Approved by City  
Attorney Dan Sondalle

Dated: \_\_\_\_\_

Prepared by: Rich Slate, Mayor of  
Markesan

NEW

**A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MARKESAN AND MARKESAN LION'S  
CLUB**

**WHEREAS**, the City of Markesan is a Wisconsin Municipality (the "City"), with their address being 150 South Bridge Street; Markesan, WI 53946 and the Markesan Lion's Club (the "Club", with their address being PO BOX 138; Markesan, WI, is a non-profit (IRS Sec. 501(c)(4)) organization incorporated in Wisconsin

The purpose of this Memorandum of Understanding (MOU) is to have a written understanding between the above parties. Additionally, this MOU will outline any responsibility the Markesan Lion's Club has in order to use of the Park and Park facilities at Little Green Lake Soldiers and Sailors Park (the "Park").

This MOU by its term is not a lease, and the City shall not accept, nor shall the Club be required to pay, any rental or other monetary payment as a result of entering into this MOU.

The City recognizes that the Markesan Lion's Club is instrumental in the development of the Little Green Lake Soldiers and Sailors Park as a valuable asset to the community, providing local citizens and visitors a place to safely recreate.

THEREFORE both the City and Club agree to the following:

1. The City is the owner of the Park and assumes all responsibility for the operation and management of the Park, except as specified within this MOU.
2. The City will repair and maintain the well, buildings, piers, boat docks, or other physical structures located on the Park property.
3. The City will mow and rake the grounds and take whatever other action is reasonable and necessary to keep the grounds in suitable condition for Park purposes.
4. The City will allow the Club to post "Park Reserved" notices for any City approved Club function in the park, per City Ordinance 260-7 F.(7)(C) [Amended 4-14-2015 by Ord. No. 233] which states "the right to reserve any park or area for any civic function or City-sponsored event."



5. The Club will not build, remodel, or tear down any buildings, piers, boat docks, or other physical structures located on the Park Premises, without prior written consent and approval of the City.

6. The Club shall furnish the City with a copy of a suitable liability insurance policy, for any special events to be held on the Park premises, wherein there is a possibility of injury to any person on the Park grounds attending such event as a participant or spectator.

7. The Club shall provide the City Clerk with a schedule of events, with at least one month's advanced written notice when possible and further agrees to pay for any damage to the Park as a result of special events scheduled by the Club.

8. The Club shall have standing rights to reserve the park on Saturday and Sunday of June Dairy Days weekend in Markesan (the second Saturday and Sunday of June).

9. The Club shall have standing rights to reserve the park yearly for the 4<sup>th</sup> full weekend of June.

10. The Club agrees to assume responsibility for the maintenance and operation for the Park:

- a) Will organize Lion members to complete "walk through" clean-up of the park when members are available;
- b) Will provide sand for the beach and various playground equipment locations;
- c) Will maintain beach buoys and setup beach swimming area;
- d) Will provide up to \$2,000 annually for Club approved improvements to the Park.

11. This MOU shall automatically renew annually unless either party serves notice in writing to both the City Clerk and Club Secretary forty-five (45) days of either party's intent to ratify, change, or terminate this MOU.
12. The City and the Club agree not to commit the other party to an expense without written consent.
13. The City and the Club agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party. Both parties shall have the right to participate in the defense of such claim to the extent of its interest.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this MOU by and through their duly authorized officers. Upon sign this MOU, each party acknowledges receipt of the signed and completed copy thereof, and admits that they have read and understood the foregoing terms and conditions and agrees thereto.

DATED THIS        DAY OF \_\_\_\_\_, 2024

CITY OF MARKESAN

MARKESAN LION'S CLUB

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Approved by City  
Attorney Dan Sondalle

Dated: \_\_\_\_\_

Prepared by: Rich Slate, Mayor of  
Markesan