



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

October 1, 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 Brush Agreement

New Business

- Discussion and Action on Removal of Kiwanis Park Volleyball Court Sand/Replace with Dirt

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 September 30, 2024
Elizabeth Amend, Clerk-Treasurer

September Streets and Public Property

Public Property

Mowed roadside ditches and riverbanks

Added gravel, black dirt and grass seed to Kiwanis Park warming shelter and added dirt (4 loads) to backfill holes left from the carnival

Lowered Flags 9/11

Trimmed low hanging tree limbs in cemetery

Painted doors at Kiwanis park and Soldier and Sailors

Cleared brush and weeds next to the library shed. Also added black dirt to level

Trimmed trees at Kiwanis park for beer trailers during JDD.

Fixed 2 doors at the daycare and replaced 1 door handle.

City Hall roof cleared of debris as to not clog drains, Upper level windows washed

Low hanging tree limb over sidewalk addresses for letters to be sent out

Fixed tripping hazard by the elementary school bridge

Painted hand railings by the Legion and across the street

Replace 3 fluorescent light fixtures(1 daycare and 2 PD) to LED

Removed park benches for the downtown and put in storage

2 pines at the cemetery were removed. Only the large oak remains

Recycle Center brush chipping will be scheduled when they are in the area.

AGREEMENT FOR RECYCLING AND COMPOSTING SERVICES

This agreement entered into this 1st day of January, 2004 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

This agreement does not affect in any way the City of Markesan's compost and brush collection operations.

The City of Markesan will continue to operate a compost pile and brush collection site which will be open the same hours as the recycling center from April 1st through October 31st.

The costs of maintenance of these operations shall be the responsibility of the City of Markesan.

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 projected to be incurred during one year of operation for the collection facility for recyclable materials from household waste and each party's respective share are as follows:

<u>Item/Desc.</u>	<u>Projected Annual Cost</u>	<u>Markesan %</u>	<u>Mackford %</u>	<u>Green Lake %</u>	<u>Manchester %</u>
Labor	3800.00	25	25	25	25
Dumpster Rent	1800.00	0	25	50	25
DNR Fees	200.00	25	25	25	25
Phone/Electric	500.00	25	25	25	25
Heat	400.00	25	25	25	25
Snowplowing	300.00	25	25	25	25
License	<u>200.00</u>	25	25	25	25
TOTAL	7200.00				

5.2 It is projected that seven 30 yard dumpsters will be removed 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 Any costs which exceeds the projections in paragraph 5.1 above will be assessed against each party based on the percentage as indicated in paragraph 5.1 above.

5.7 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 – TERMINATION

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.

SECTION SEVEN – 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 EIGHT – 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 the 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 make 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:

Patricia A. Prill
Patricia A. Prill, City Clerk
City of Markesan

FOR THE CITY OF MARKESAN
SIGNED BY:

Rich Slate
Rich Slate, Mayor
City of Markesan

ATTEST:

Nancy J. Zastrow
Nancy J. Zastrow, Town Clerk
Town of Green Lake

FOR THE TOWN OF GREEN LAKE
SIGNED BY:

James Fox
James Fox, Chairman
Town of Green Lake

ATTEST:

Delores Van Doren
Delores Van Doren, Town Clerk
Town of Mackford

FOR THE TOWN OF MACKFORD
SIGNED BY:

Orville Biesenthal
Orville Biesenthal, Chairman
Town of Mackford

ATTEST:

Corrine Krueger
Corrine Krueger, Town Clerk
Town of Manchester

FOR THE TOWN OF MANCHESTER
SIGNED BY:

Wallace Williams
Wallace Williams, Chairman
Town of Manchester