



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

JUNE 27, 2018

6:30 PM

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

New Business

- Discussion and Action on Waste & Recycling Request for Proposal Rough Draft
- Discussion and Action on Review of Pool Fence Ordinance

Old Business

- Discussion and Action on Rough Draft of Trap-Neuter-Return (TNR) Policy
- Discussion and Action on Feeding Wild Animals

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: Markesan State Bank City Hall
Farmers State Bank Post Office
www.markesanwi.gov

Dated June 26, 2018
Elizabeth Amend, Clerk-Treasurer

CITY OF MARKESAN
GREEN LAKE COUNTY, WISCONSIN

Request for Proposal
SOLID WASTE AND
RECYCLING COLLECTION SERVICES

Issued Wednesday, July 11, 2018

DEADLINE—2:00 PM
Thursday, August 2, 2018

CONTACT:
Betsy Amend
Clerk-Treasurer
150 S. Bridge Street
Markesan, WI 53946
bamend@markesanwi.gov
(920) 398-3031
FAX (920) 398-3991

CITY OF MARKESAN

**REQUEST FOR PROPOSAL
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

JULY 2018

The City of Markesan is issuing this Request for Proposal (RFP) for comprehensive, high-quality solid waste and recycling services. We would like to retain one firm to provide these services collectively. This RFP provides a set of specifications by which each contractor's proposal will be measured.

The City is a low-density, low-growth community of approximately 1500 people located in southern Green Lake County. (Refer to Appendix A: City of Markesan Map.) It is primarily residential with some small-scale businesses and some industrial. Some areas do not have sidewalk and most, though not all, streets have curbing.

The City currently pays its contractor for manual curbside collection of trash and recycling for 633 residential units each Friday. (Friday has been the day of collection for many years.) The contractor also provides "bulk trash" curbside pickup twice per year in spring and fall. Billed separately are five (5) dumpsters for recycling collection at a drop-off site on County Road A.

The Public Works Department has issued this Request for Proposals to ensure competitive pricing and services for the community. The last time proposals were accepted for solid waste services was 2015. The contract was awarded to Waste Management of Wisconsin and the firm continues as the City's provider through a contract ending September 30, 2018. The City of Markesan is committed to an objective and open selection process. Every proposal shall receive an unbiased review.

Questions concerning the RFP should be directed to:

Martin Hansen
Public Works Director
PO Box 352
Markesan, WI 53946
mhansen@markesanwi.gov
(920) 398-3031
FAX (920) 398-3991

**REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

SECTION 1. GENERAL INSTRUCTIONS

SECTION 2. SERVICE REQUIREMENTS AND CONTRACT SPECIFICATIONS

SECTION 3. PRICING AND RATES

APPENDIX A: CITY OF MARKESAN MAP

**SECTION 1
GENERAL INSTRUCTIONS**

DIRECTIONS FOR SUBMITTAL

Firms should submit nine (9) sealed copies of the proposal to the Clerk-Treasurer's Office at the Markesan City Hall by 2:00 pm on Thursday, August 2, 2018. Proposals shall be valid for ninety (90) days. Packages containing the proposal and any related material should be plainly marked on the outside as follows: 'SOLID WASTE SEALED PROPOSALS'

Packages shall be delivered
via mail, courier, or in person to:

Betsy Amend, Clerk-Treasurer
Markesan City Hall
150 S. Bridge St.
PO Box 352
Markesan, WI 53946

Proposals arriving after the specified time shall not be accepted, regardless of postmark. It is the contractor's responsibility for timely delivery.

PROPOSAL OPENING

All proposals shall be opened after the stated delivery date and time at the Markesan City Hall, 150 S. Bridge Street, Markesan, WI; and all prices shall be publicly read or posted. The City shall then take all proposals under review according to the Timeline listed below.

TIMELINE

The anticipated timeline is as follows:

ACTIVITY	DATE
Proposals Due and Opened	2:00 pm, Thursday, August 2, 2018
Public Property & Health Committee Review	Week of August 5, 2018
Board Approval/Contract Award	August 14, 2018
Service Begins	October 1, 2018

WITHDRAWALS

A written request for the withdrawal of a proposal may be granted if the request is received by the City Clerk-Treasurer prior to the specified time of opening. After the opening, the contractor cannot withdraw or cancel its proposal for a period of forty-five (45) calendar days, and such proposal will be binding during that time.

INVESTIGATION BY CONTRACTOR

It shall be the responsibility of the contractor to thoroughly read and understand the information, instructions, and specifications herein.

Contractors are responsible to completely inform themselves of all the conditions under which service is to be performed. This includes an examination of the service area, including but not limited to, types of housing, roads, traffic patterns, population density, collection procedures required, labor required, and all other factors which would affect the execution and completion of work covered by this proposal.

REJECTION; WAIVERS

The City of Markesan reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at their discretion and without penalty.

AWARD OF CONTRACT

The Public Property & Health Committee shall evaluate all proposals and may conduct interviews before forwarding a recommendation to the Common Council. The purpose of the interview is to allow the firm to make a short presentation and respond to follow-up questions. The presentation and question period will be limited to a specific amount of time.

The City will consider a number of factors when deciding upon a contractor. While price will be a contributing factor, the City will not compromise quality of work, variety of services performed, professionalism or ethical considerations when making its decision. The City reserves the right to base its decision on any factors it deems pertinent or assigning greater weight to those factors it so chooses.

CHECKLIST OF SUBMITTALS

The proposal should follow the form of this RFP and address the desired scope of services. Failure to submit all of the required information may result in disqualification. The contractor shall furnish all of the information listed below.

- Signed proposal form
- Fully completed Price Quotation sheets
- Proposed route map
- List of Wisconsin Municipalities served
- List of names, titles, and contact information for at least three (3) references familiar with the contractor's service
- Recyclable Material Collection/Preparation List
- Accepted/Not Accepted Items List
- Certificate of Insurance (required upon Contractor selection, but before contract signing)
- Name, Phone, and Email for the Route Manager assigned to the contract

**SECTION 2
SERVICE REQUIREMENTS AND CONTRACT SPECIFICATIONS**

INTENT AND SCOPE OF SERVICES

It is the intent of the City to obtain throughout the contract term timely and efficient collection and disposal or processing of refuse and recyclables from City properties along with a Spring and Fall Bulky Trash pickup, and timely and efficient collection of recyclables from the Recycling Center, N2298 County Road A, Markesan. See Section 3 Pricing and Rates for specific services being requested.

The contractor shall be responsible for all performance items per the contract, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits and landfill space required to perform and complete the collection and disposal of refuse; and arrangements with processors to complete the collection and marketing of recyclables. Ownership of a landfill, transfer station or recycling facility is not required as long as the contractor has access to such facilities.

The contractor may, at its option, contract separately with businesses, multi-family units, institutions, municipal facilities, and agencies for collection service outside the scope of this contract, subject to local regulations, provided that such operations or the terms of the separate contracts shall not interfere with the contractor's performance in fulfillment of this contract.

CONTRACT ADD ON'S/OPTIONS

The Pricing & Rates sheets in Section 3 include several options or add on's to the contract. These items may or may not become part of the contract at the discretion of the City. The contractor should include pricing and any other pertinent information, including any quantity limits, regarding each option in its proposal.

CONTRACT PERIOD

The intended contract period begins October 1, 2018, and is to remain in full force and effect through 12:00 Midnight on September 30, 2023.

At the expiration of this term, the City shall have the option to renew this contract, under the same terms and conditions as the initial contract, or with negotiated terms, or to request new proposals.

DETERMINATION OF UNITS

The number of units for billing purposes shall be determined by the City at the onset of the contract, and annually each October 1st to reflect new construction or demolition.

COMPENSATION AND CHARGES

The contractor shall agree to provide the refuse and recycling collection service specified in these documents, at the rates shown on the Price Quotation below.

Payment obligations of the City must be invoiced, and invoices shall be sent to the City, to the attention of the Clerk-Treasurer at PO Box 352, Markesan, WI.

HOURS OF COLLECTION

The contractor shall specify the proposed hours for collection, and shall not begin or end collection outside of those hours. The contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. In the event of extraordinary circumstances which prevent collections from being completed in the specified time, the Contractor shall notify the City as soon as possible of the cause for the delay, and the anticipated collection completion day/time.

HOLIDAYS/WEATHER

For the purpose of this contract, the following holidays shall be deemed official holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Contractor shall specify in the proposal how these designated holidays will change the regular pick-up schedule. In the event inclement weather prohibits collection, collection may be delayed with notification to the City as soon as possible. Notification should include the anticipated day that collection will be rescheduled. No other changes in weekly schedule will be allowed without prior written consent of the City.

COLLECTION STANDARDS

- a. The contractor shall provide information on the types of refuse items to be accepted under this contract. The contractor shall also specify the items that will NOT be accepted under this contract.
- b. The contractor shall specify the method in which the recyclables are to be specifically prepared by the household for collection including, but not limited to, issues of rinsing, label removal, flattening, removal of caps and rings, and the like.
- c. The contractor shall collect refuse and approved recyclables under this contract at the curbside from each unit as designated herein. The contractor may tag and leave behind any refuse or recycling containers where the material is not properly contained or sorted. Any containers marked uncollectable shall be reported to the City as soon as practical following the non-collection.
- d. When refuse or approved recyclables are not collected on the scheduled collection day, and no tag/notice or change in collection schedule has been provided, the City shall investigate, and if the investigation discloses that the contractor failed to collect from the subject premises without cause as supported by a tag/notice, the contractor shall collect the same within sixteen (16) working hours after being notified of the issue.

CITY SERVICES INCLUDED

The contractor shall provide one (1) trash containers of up to ten (10) cubic yards, at the Wastewater Treatment Facility, one (1) trash container of up to five (5) cubic yards at the city hall, and a recyclables container at Soldier's & Sailor's Park at no extra cost to the City. In addition, pickup service of trash and recyclables at the Markesan City Hall, 150 S. Bridge Street (to include two stops, at the Police Department entrance and City Hall main entrance), Markesan Public Library, 75 N. Bridge Street, and Markesan Public Works Garage, 200 S. Bridge Street, shall be included, also at no charge.

Containers at the above facilities shall be picked up and emptied on a regular collection schedule and within twenty-four (24) hours after the request of the City, and clean empty containers shall be provided in return. The vehicle operator shall clean up any spills that may be caused by pickup operations; daily maintenance shall be provided by the City.

DATA COLLECTION AND REPORTING

The contractor shall collect and maintain accurate data and records and shall submit periodic reports (at least annually) to the City of pertinent data on the refuse and recyclables collection program, including but not limited to:

- a. Total weight of refuse collected and number of refuse stops per month;
- b. Separate weights for each type of recyclable materials collected;
- c. Number of stops where items were deemed uncollectable per month.

The City reserves the right to request any other relevant data so kept by the contractor.

INSURANCE

The contractor shall carry the following insurance coverages, with the requirement that in the event of change or cancellation, ten (10) days prior to such change or cancellation, written notice will be submitted to the City:

- a. General Public Liability insurance with limits of not less than one million dollars (\$1,000,000) for bodily injury, including accidental death, to any one person, and two million dollars (\$2,000,000) per occurrence for each accident.
- b. Worker's Compensation insurance at statutory levels.
- c. Automobile Liability and Property Damage insurance with limits of not less than one million dollars (\$1,000,000) in aggregate coverage for any one accident.

The contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverages for the full contract term. A contract will not be signed with the successful contractor until final proof of coverage and proof the City is an additional named insured has been received.

TRANSFER OF CONTRACT

Should the City choose a different hauler at the expiration of this contract, the contractor shall agree to cooperate with the chosen hauler in effecting an orderly transition.

Should the Contractor desire to transfer the obligations of this contract, such transfer shall be valid only upon written consent of the City. The Contractor shall provide 60 days written notice

of such intended transfer, and the City may terminate or consent to transfer the contract, at its option.

ACCIDENT PREVENTION; DAMAGES; COMPLAINTS

- a. The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Caution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws regulations and building codes shall be observed including safeguards on machinery and equipment, the elimination of hazards and worker safety training.
- b. All complaints received by the Contractor from the public shall be documented and maintained on file. The Contractor shall, upon request, provide the City a summary of all complaints received and the corrective measures taken.
- c. In the event of accidents of any kind which involve the general public and/or private or public property in the City, the contractor shall immediately notify the City. Upon request of the City, the contractor shall provide an accounting of details and/or copies of written accident reports.
- d. The contractor shall take all necessary precautions for the protection of public or private property. The contractor shall be responsible for damages on public or private property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the City

INDEMNIFICATION

The contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate or personal property in any way resulting from, arising out of, in connection with or pursuant to the operations of the contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the contractor or subcontractor.

The contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the City, its agents, or employees.

COMPLIANCE WITH APPLICABLE LAWS; CHANGE TO LAWS

The contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclables, or any other laws applicable to the operation of the contractor's business, during the term of this contract.

The Contractor and the City acknowledge that additional governmental rules, regulations, or taxes may be instituted during the term of this contract that will affect the proper garbage and recycling pickup within the City as provided in the contract. The Contractor and the City agrees that upon written notice to the other of any such additional rules, regulations, or taxes that may be required, to cooperate fully in the compliance, including cost compliance, with said rules, regulations, or taxes

CHANGE IN SERVICE: AMENDMENTS

If the City wishes to change the type of service provided during the term of this contract, including but not limited to, the type of material collected, the method of handling, the method of collection, the return of profits from recycling and/or units served, the City shall have the option to initiate the change in service by serving written notice to the contractor at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.

This contract may be otherwise modified or amended only by mutual consent of both parties by a written agreement executed by the parties.

NON-PERFORMANCE; DEFAULT

- a. The City reserves the right to deem the contractor in default if:
 - (1) The contractor fails to observe the established schedule of service for one (1) week, and if such lack of observance is caused by the fault or negligence of the contractor, and if such lack of observance is not due to extreme weather conditions or other acts of God, strikes, civil disorders, or any other circumstances beyond the control of the contractor.
 - (2) The City determines that the Contractor is not providing adequate service as identified in this agreement.
 - (3) The contractor fails to provide or maintain in full force and effect the insurance coverage and irrevocable letter of credit required at any time during the term of this contract.
- b. The City shall provide written notice that the contract shall be deemed in default if the contractor does not take action to reestablish the schedule or correct the inadequacies of service within seventy-two (72) hours. If after the seventy-two (72) hour period, the contractor has not made the necessary corrections, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The contractor shall be liable for all costs of such steps from the date of the notice of default.
- c. The City further reserves the right to terminate this contract for such non-performance.

**SECTION 3
PRICING AND RATES**

CONTRACTOR CONTACT INFORMATION

Please provide the official business name and address for notification purposes:

Contractor Name _____

Address _____

Telephone _____ After Hours Phone _____

Please provide the name of the City's contact (i.e. route manager) regarding service related issues:

Contact Person Name _____

Address _____

Telephone _____ After Hours Phone _____

Email _____

DISPOSAL & PROCESSING INFORMATION

Contractor's choice of landfill:

Name _____

Location _____

Contractor's choice for recyclables processing:

Name _____

Location _____

PROPOSED COLLECTION DAY/TIMES/HOLIDAYS

Collection Day _____

Collection Times _____

Changes in Collection Day due to Holidays: _____

PRICE QUOTATIONS

Refuse and recycling collection pricing per unit per month shall be provided in the following tables. The proposal should specify any limits to the amount of refuse that will be collected at each unit. All prices should be provided.

OPTION 1: MANUAL CURBSIDE REFUSE COLLECTION - WEEKLY

	Base Rate	Price Per Additional Container, if applicable
Volume Limits, if applicable		
2018-19 (price/unit/month)	\$	\$
2019-20 (price/unit/month)	\$	\$
2020-21 (price/unit/month)	\$	\$
2021-22 (price/unit/month)	\$	\$
2022-23 (price/unit/month)	\$	\$

OPTION 2: AUTOMATED CURBSIDE REFUSE COLLECTION - WEEKLY

	Base Rate	Price Per Additional Container, if applicable
Volume Limits, if applicable		
2018-19 (price/unit/month)	\$	\$
2019-20 (price/unit/month)	\$	\$
2020-21 (price/unit/month)	\$	\$
2021-22 (price/unit/month)	\$	\$
2022-23 (price/unit/month)	\$	\$

AUTOMATED CONTAINERS

Cost per uniform container for automated pickup, if any: \$ _____.

**SEPARATE BILLING: FIVE (5) 6-YD RECYCLABLE DUMPSTERS
AT RECYCLING CENTER**

	PRICE PER PULL PER DUMPSTER
2018-19	\$
2019-20	\$
2020-21	\$
2021-22	\$
2022-23	\$

RECYCLING COLLECTION – MANUAL

	Base Rate	Weekly	Bi-Weekly	Price Per Additional Bag, if applicable
Volume Limits, if applicable				
2018-19 (price/unit/month)	\$			\$
2019-20 (price/unit/month)	\$			\$
2020-21 (price/unit/month)	\$			\$
2021-22 (price/unit/month)	\$			\$
2022-23 (price/unit/month)	\$			\$

RECYCLING COLLECTION -- AUTOMATED

	Base Rate	Weekly	Bi-Weekly	Price Per Additional Bag, if applicable
Volume Limits, if applicable				
2018-19 (price/unit/month)	\$			\$
2019-20 (price/unit/month)	\$			\$
2020-21 (price/unit/month)	\$			\$
2021-22 (price/unit/month)	\$			\$
2022-23 (price/unit/month)	\$			\$

FUEL SURCHARGE

Please note the published index used by Contractor to determine monthly diesel fuel prices? _____

OPTION 1:

Contractor requests the right to negotiate a diesel fuel surcharge in the event that fuel rises above \$ 3.00 per gallon at any time during the contract.

OPTION 2:

Contractor will charge a fuel surcharge based on the following diesel fuel prices:

Diesel Fuel Price per Gallon	Fuel Surcharge (% or \$)
For each additional \$.25 increment above \$4.00	
\$3.76-4.00	
\$3.51-3.75	
\$3.25-3.50	
\$3.01-3.24	No Surcharge
Base Price: \$3.00	No Surcharge
\$2.76-3.00	No Surcharge
\$2.50-2.75	
\$2.25-2.49	
\$2.00-2.24	
For each additional \$.25 increment below \$2.00	

ADD ON: BULKY/HEAVY ITEM PICKUP-SPRING & FALL

	Annual Charge or Per Item?	OPTION 1: CURBSIDE PICKUP	Annual Charge or Per Item?	OPTION 2: DROP OFF SITE PICK UP
2018-19		\$		\$
2019-20		\$		\$
2020-21		\$		\$
2021-22		\$		\$
2022-23		\$		\$

PROPOSAL

Having examined this Request for Proposals, including the Background, General Instructions, Service Requirements and Contract Specifications, Pricing and Rates, and Appendix; and having become familiar with the requirements herein, the undersigned hereby submits the following proposal.

The undersigned, through its authorized representatives, hereby certifies that:

The Contractor understands and accepts that it is intended the specifications and terms in this proposal shall become part of a written and signed contract with the successful contractor.

The Contractor has reviewed this proposal and has found it to be accurate in all material respects.

The Contractor's representative is authorized to submit this proposal.

The Contractor understands that the figures quoted in the proposal are to be used by the City in determining the most advantageous proposal.

The Contractor has familiarized itself with the nature and extent of the Proposal, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost or furnishing of the work.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; the Contractor has not solicited or induced any person, firm or corporation to refrain from bidding; and the Contractor has not sought collusion to obtain for itself any advantage over any other Contractor or over the City.

Signed By: _____

(SEAL)

Name Printed: _____

Title: _____

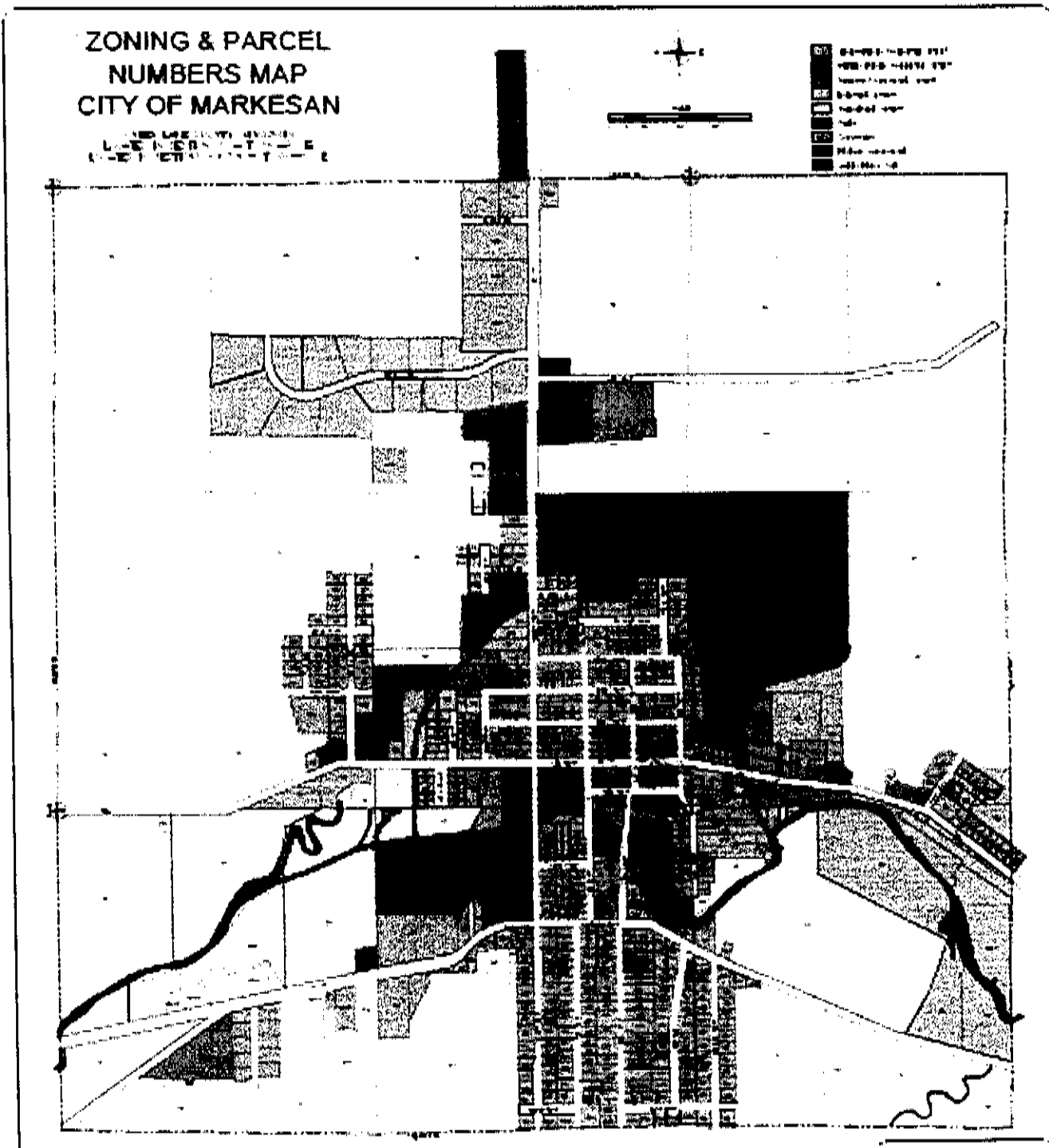
Company: _____

Date: _____

Telephone: _____

Address: _____

APPENDIX A
CITY OF MARKESAN MAP



(All parcels shown on this map are within the City corporate limits, including the six parcels at the north edge, and the one parcel on the east edge of the map, which are incorrectly shown as outside the limits.)

Chapter 115. Building Construction

§ 115-7. Swimming pool fencing.

[Amended 4-14-2015 by Ord. No. 233]

To insure the public health and safety and, specifically, for the protection of the health and safety of small children, the following requirements shall be met:

- A. Ground-level swimming pools. All ground-level swimming pools with sides less than five feet high shall have a fence surrounding the pool at least five feet in height with a latched gate attached thereto of sufficient strength to prevent entrance by small children.
- B. Raised swimming pools. All raised swimming pools with sides at least five feet high shall have a fence with a latched gate surrounding the steps thereto at least five feet in height of sufficient strength to prevent entrance by small children.

City of Ripon Ordinance on Swimming Pools

Chapter 18.32 - PRIVATE SWIMMING POOLS

18.32.010 - Defined.

A "private swimming pool" is a structure containing or intended to contain a body of water in an artificial or semi-artificial receptacle or other container, having a capacity for water exceeding eighteen inches in depth at any point, located above or below the surface of the ground elevation, used or intended to be used by the owner, operator or lessee thereof and his family or guests authorized to use it, and including all structures, appurtenances, equipment, appliances and other facilities appurtenant thereto and intended for the operation and maintenance of a private swimming pool.

(Prior code § 14.215(1)).

18.32.020 - Construction—Permit—Application—Fee.

Before work is commenced on the construction of a private swimming pool or on any alterations, additions, remodeling or other improvements to a private swimming pool, and application for a permit to construct and the plans and specifications and pertinent explanatory data shall be submitted to the building inspector, and no part of the work shall be commenced until a written permit to construct is issued by the building inspector and the required fee paid by the applicant. All applications shall be made in the manner provided in the building code.

(Prior code § 14.215(2)).

18.32.030 - Construction—Requirements.

The building inspector shall not issue a permit for the construction of any private or residential swimming pool or for any alterations, additions, remodeling or other improvements to an existing private or residential swimming pool unless the following construction requirements are observed in such construction, alteration, addition, remodeling or other improvements:

A.

All materials and methods of construction in the construction, alteration, addition, remodeling or other improvements of private or residential swimming pools shall be approved by the building inspector.

B.

Every outdoor private or residential swimming pool shall be provided with a suitable draining method, and in no case shall water from any pool be drained into the sanitary sewer system, nor with detriment onto lands of other property owners in the vicinity.

C.

Every outdoor private or residential swimming pool in the ground or with sides less than four feet high, as in the case of aboveground pools, shall be completely enclosed by a fence or wall not less than four feet in height, but not to exceed eight feet in height, which shall be so constructed as not to have openings, holes or gaps larger than four inches in any dimension. A residence or accessory building may be used as part of the enclosure. All gates and doors opening through such enclosures shall be equipped with a self-closing and self-latching device for keeping the gate or door securely locked at all times when not in actual use; except, that the door of any dwelling which forms a part of the enclosure need not be so equipped.

Aboveground pools using a ladder for ingress and egress shall have this ladder removed when the pool is not in use. The requirements of this subsection shall be applicable to all private swimming pools, whether constructed before or after the effective date of the ordinance codified in this chapter, except in the case of an existing pool where the building inspector finds that there are special circumstances existing that prevent such pool from being a safety hazard.

(Prior code § 14.215(3)).

18.32.040 - Electrical requirements.

All electrical installations provided for, installed and used in conjunction with private residential swimming pools shall be in conformance with city ordinances regulating electrical installations and also in conformance with the then existing National Electrical Code Requirements on swimming pools, fountains and similar installations as found in the Wisconsin Administrative Code SPS 316, SPS 324 and (NEC) 2008 National Electrical Code, a copy of which shall be available at all times at the city of Ripon Municipal offices.

(Ord. 1313, 2007; Ord. 777 § 1, 1983; prior code § 14.215(4)).

(Ord. No. 1415, 2-12-2013)

18.32.050 - Recirculation system—Required.

A satisfactory recirculation and purification system for the swimming pool shall be installed and shall at all times be operated while the pool is being used.

(Prior code § 14.215(5)).

18.32.060 - Required setbacks.

No part of any outdoor swimming pool shall be set nearer than six feet from any lot line, or fifteen feet from any adjacent residence, or in the front setback area of any lot.

(Prior code § 14.215(6)(a)).

18.32.070 - Life preservers required—Number.

Every private swimming pool shall be equipped with a minimum of two throwing ring buoys, or equivalent life preservers.

(Prior code § 14.215(6)(b)).

18.32.080 - Modifications.

The zoning board of appeals may make modifications in individual cases, upon showing of good cause, with respect to the height, nature or location of the fence, wall, gates or latches, or the necessity therefor, provided the protection sought under this chapter is not reduced thereby.

(Prior code § 14.215(6)(c)).

18.32.090 - Small temporary pools—Covering or draining required when.

Any pool more than six inches in depth and exceeding three feet in width shall be adequately covered or drained when not in use.

(Prior code § 14.215(7)).

CITY OF MARKESAN - FERAL CAT POLICY

The City of Markesan will use the Trap-Neuter-Return (TNR) as a method of controlling feral cat populations and as a means of establishing a system of community-based resources dedicated to:

- Ensuring feral cats are spayed/neutered and vaccinated to control feral cat population; and
- Abating nuisances or other public health or safety threats caused by feral cats;

TNR in Markesan will be accomplished through a partnership between the various volunteers, caretakers and the City of Markesan. Responsibilities for each of these entities are detailed below:

Volunteer Responsibilities:

1. Volunteer must obtain a no-cost permit from the City of Markesan to take part in this capacity. a. To obtain a permit, a sponsor must:
 - a. Fill out a volunteer application form to be reviewed and assessed by the City Clerk.
 - b. Be approved by the Director of Public Works and agree to comply with the requirements set forth in this policy.
 - c. Demonstrate the ability, capacity and willingness to comply with the requirements set forth in this policy.
2. Volunteers will fully cooperate with the City in resolving:
3. Any situation involving feral cats posing a potential threat to public health and/or safety, including the possible risk of rabies transmission;
4. Any investigation into animal cruelty;
5. Any nuisance investigation;
6. Any situation involving feral cats in unsafe or inappropriate areas.

Caretaker Responsibilities:

1. Caretakers must register with the City of Markesan City Clerk.
2. Caretakers must take appropriate and reasonable steps to:
 - a. Vaccinate the feral cat in accordance with state law;
 - b. Spay or neuter feral cat by a licensed veterinarian;
 - c. Eartip the ear the feral cat that has been vaccinated and spayed/neutered.