

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-47**

**AWARDING A CONTRACT FOR CODE ENFORCEMENT SERVICES
FOR THE VILLAGE OF WINDSOR**

WHEREAS, the Village of Windsor desires to engage a firm to perform code enforcement services to fulfill the roles and responsibilities of the former Code Compliance Specialist (the "Services"); and

WHEREAS, the Village has the opportunity to complete the Services, attached hereto as Exhibit A; and

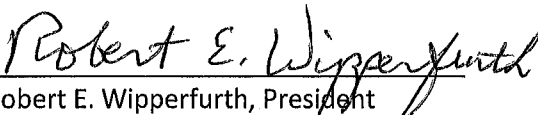
WHEREAS, the Village posted the position description for code enforcement services; and

WHEREAS, the Village of Windsor staff recommends the hiring of Municipal Code Enforcement, LLC to complete the Services.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby awards the contract for the Services by Municipal Code Enforcement, LLC in accordance with the contract attached hereto as Exhibit A.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on May 16, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Exhibit A: Municipal Code Enforcement, LLC Contract

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE VILLAGE OF WINDSOR AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village of Windsor, 4084 Mueller Rd., DeForest, WI 53532** (hereinafter "**Village**") and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter "**MCE**") as of this **1st day of June, 2024**.

RECITALS:

WHEREAS, the Village desires code enforcement services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

WHEREAS, the Village and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the Village; and

WHEREAS, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1. SCOPE OF SERVICES – MCE agrees to provide the Village, upon request, the following code enforcement services:

A. Violation Monitoring:

- 1.1 Nuisance Animals under Chapter 8 of the Village Code of Ordinances
- 1.2 Building and Building Regulations under Chapter 10 of the Village Code of Ordinances
- 1.3 Health, Housing and Public Welfare under Chapter 26 of the Village Code of Ordinances
- 1.4 Nuisances under Chapter 34 of the Village Code of Ordinances
- 1.5 Offenses under Chapter 36 of the Village Code of Ordinances
- 1.6 Planning and Development under Chapter 38 of the Village Code of Ordinances
- 1.7 Roads, Paths and Other Public Rights of Way under Chapter 42 of the Village Code of Ordinances
- 1.8 Zoning under Chapter 52 of the Village Code of Ordinances

When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:

- a. Direct communications with property owners (i.e. phone call or email).
- b. Final notice
- c. Granting of extensions if warranted based on the judgment of MCE after consultation with the Village
- d. Issuing municipal citations through the Village police department
- e. Nuisance abatement pursuant to Village Code, the costs will be billed to property owner, according to fee schedule set forth in the Windsor Municipal Code (hereinafter "Code") as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.

B. Municipal Programs:

- 1.1 Vacant Building Program
- 1.2 Landlord Licensing Rental Inspection Program
- 1.3 Short-Term Rental Inspection Licensing Program
- 1.4 Tree Removal Permitting Program
- 1.5 Liquor Licensing Program
- 1.6 Restaurant Grease Trap Compliance Program

C. Additional Tasks:

- 1.1 Building Condemnation
- 1.2 Inspections of property
- 1.3 Assist the Village attorney with respect to obtaining special inspection warrants
- 1.4 Court Attendance, testimony, and Evidence Preparation
- 1.5 Review and Recommendations for Continuous Improvement to Municipal Code of Ordinances
- 1.6 Collaboration with Village President, Staff, and Consultants
- 1.7 Other Issues/Complaints/Nuisances
- 1.8 Landlord/Tenant/Neighbor Dispute Mediation
- 1.9 Safety Hazard Elimination

2. DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the Village as requested by the Village. MCE's scope of authority shall be concurrent with the Village's boundaries. Within said authority, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE's agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the

meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the Village's Police Department in investigating and issuing citations and pursuing other enforcement activity as needed by the Village's Police Department to complete matters originating with MCE's investigative and Code enforcement duties. Unless otherwise directed by the Village Administrator, MCE shall serve as, and possess the authority of, the Village Code Compliance Specialist pursuant to section 2-119 of the Village Code of Ordinances.

3. VEHICLE AND PERSONNEL IDENTIFICATION – MCE agrees to have its employee vehicles identified with the Village logo on the driver and passenger doors of the vehicle and its employees to wear badges or lanyards with the Village logo. The Village logo for the vehicles and badges or lanyards will be provided by the Village.

4. HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **16 hours per week** in code enforcement services and shall be compensated at the rate of **\$49.00 per hour**. The Village may request MCE provide additional hours in any given week, and MCE shall provide such hours at the above rate provided it is reasonably feasible for it to do so. MCE shall send the Village an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

5. TERMS OF CONTRACT – This contract shall begin **May 1, 2024** and end on **December 31, 2024**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, or either party gives notice of nonrenewal, no less than 60 days before the contract end date. The term of the renewal contract shall be one year under the same terms and conditions of this contract.

6. DOCUMENTS AND OPEN RECORDS REQUESTS – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination or expiration of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village within five (5) business days of written request to MCE.

7. MONTHLY REPORT – MCE shall provide the Village Community Development Director | Deputy Administrator with a monthly report containing a summary of its work on Village matters for each month of the Contract term for the prior month's work. The report shall be delivered to the Village Community Development Director | Deputy Administrator by the tenth (10th) day of each month.

8. TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 60 days' written notice to the other party.

9. TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Village.

10. ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

11. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

1. General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
2. Automobile Liability Insurance at least as required by law.
3. The Village shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the Village waived.
4. All policies of insurance required herein shall require at least 30 days notice to the Village prior to expiration, termination or amendment thereof.

12. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE, and its employees and agents, are not an employee of the Village and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

13. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") arising from MCE acts or omissions in furtherance of its duties under this contract, including but not limited to those alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee,

representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw.

14. APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

15. SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

16. ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

Robert E. Wipperfurth 5-16-24

Robert Wipperfurth, Village President Date

ATTEST:

Christine Capstran 5-16-24

Christine Capstran, Village Clerk Date