



VILLAGE OF TWIN LAKES

105 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181
Phone (262) 877-2858 Fax (262) 877-4019

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

Monday, March 4, 2024 – 6:30 p.m.

Village Hall, 105 E. Main Street, Twin Lakes, WI

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: TRUSTEES ANDRES, BOWER, FITZGERALD, KAROW, KASKIN, PERL, PRESIDENT SKINNER
4. PUBLIC COMMENTS AND QUESTIONS
5. PRESIDENT AND TRUSTEE REPORTS
 - A. TRUSTEE SHARON BOWER - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
 1. Discussion regarding Code Enforcement with Municipal Code Enforcement LLC.
 2. Other?
 - B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
 1. Update on the Town of Randall withdrawing from the Community Library.
 2. Other?
 - C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
 1. Other?
 - D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
 1. Other?
 - E. TRUSTEE KEN PERL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
 1. Other?
 - F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY
 1. Discussion regarding a quote from SJE for a soft starter pump at Lift Station #5.
 2. Other?

G. VILLAGE PRESIDENT HOWARD SKINNER

1. Other?

6. ADJOURN

*****MATTERS MAY BE TAKEN IN ORDER OTHER THAN LISTED*****

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Clerk Treasurer's office in advance so the appropriate accommodations can be made.

S. J. A. J. I.

Hello Laura,

We have been made aware that The Village of Twin Lakes may be interested in developing a Code Enforcement program.

We believe that the municipality could greatly benefit from a direct contract for Code Enforcement, as other municipalities in the area have.

With our services, we can handle any combination of the following for the municipality:

- Property maintenance upkeep
- Unsightly debris monitoring
- Zoning administration
- Grass/weeds/trees/vegetation compliance monitoring
- Snow removal compliance monitoring
- Junk vehicles/abandoned boats/recreational vehicles compliance monitoring
- Responding to complaints
- Completion of necessary interior/exterior property inspections, with orders to repair and follow up
- Working with municipal officials to resolve any property related legal issues
- Continuous improvement and expansion of Municipal Codes and Ordinances
- Implementation/oversight of the following programs:
 - Landlord Licensing Rental Inspection Program
 - Vacant Building Program
 - Short-Term Rental Inspection Licensing Program
 - Tree Removal Permitting Program
 - Liquor Licensing Program
 - Restaurant Grease Trap Compliance Program

This has the potential to bring several benefits to the municipality, including:

- Increased property values
- Decreased property owner complaints
- Improved communication with residents
- Greater landlord/tenant relations
- Better sense of community among all residents
- Increased education surrounding Municipal Codes and Ordinances
- Dependable and responsive point of contact for property owners, residents, and municipal officials/employees
- More organized approach to the implementation and oversight of various municipal programs

We currently provide Code Enforcement services to the following Towns, Cities, and Villages:

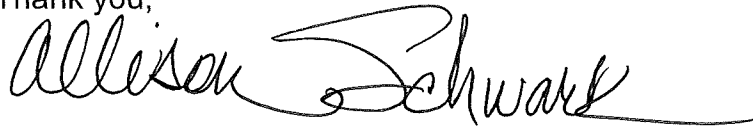
- Town of Linn
- Town of Delavan
- Town of Koshkonong
- Town of Geneva
- Town of Bloomfield
- City of Delavan
- City of Elkhorn
- City of Burlington
- City of Mauston
- City of Whitewater
- Village of Sharon
- Village of East Troy
- Village of Yorkville
- Village of Fontana
- Village of Williams Bay
- Village of Darien
- Village of Bloomfield

We work closely with various municipal departments to act as the link between them, for all things related to code enforcement, and to lift the heavy burden of these items, to allow for these departments to better focus on other tasks and priorities.

Please let us know if the municipality may be interested in developing a program, and we would appreciate the opportunity to set up a time to meet and have a discussion, to further explain the details and benefits of the services that we could provide.

We look forward to hearing back from you.

Thank you,

A handwritten signature in black ink that reads "Allison Schwark". The signature is written in a cursive, flowing style with a long horizontal flourish at the end.

Allison Schwark
Municipal Code Enforcement, LLC
262-249-6701

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

THIS AGREEMENT is between the **Village of Twin Lakes, PO Box 1024, Twin Lakes, WI 53181** (hereinafter "**Village**") and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter "**MCE**") as of this **1st** day of **March, 2024**.

RECITALS:

WHEREAS, the Village requires 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 with the following code enforcement services:

● **Violation Monitoring**

- Property Maintenance
 - Unsightly Debris
 - Weeds, Grass, Trees, or Other Vegetation
 - Junked, Unlicensed, or Abandoned Vehicles/Boats
 - Snow Removal
- 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:
- Direct communications with property owners
 - Phone call or email

- Final notice
- Granting of extensions if warranted based on the judgment of MCE after consultation with the Village
- Issuing municipal citations through the Village police department
- Nuisance abatement pursuant to Village Code
 - Costs billed to property owner, according to fee schedule set forth in the Twin Lakes Municipal Code (hereinafter "Code") as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.

● **Municipal Programs:**

- Vacant Building Program
- Landlord Licensing Rental Inspection Program
- Short-Term Rental Inspection Licensing Program
- Tree Removal Permitting Program
- Liquor Licensing Program
- Restaurant Grease Trap Compliance Program

● **Additional Tasks:**

- Building Condemnation
- Court Attendance and Evidence Preparation
- Review and Recommendations for Improvement to Municipal Code of Ordinances
- Collaboration with Building Inspector
- Continuous Improvement of Municipal Codes and Ordinances
- Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

2.) DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the Village. MCE's jurisdiction shall be concurrent with the Village's boundaries including extraterritorial boundaries. Within said jurisdiction, 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.

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **3 hours per week** in code enforcement services and shall be compensated at the rate of **\$49.00 per hour**. 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.

4.) TERMS OF CONTRACT – This contract shall begin **March 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, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) 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 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 of Twin Lakes within five (5) business days of written request to MCE.

6.) MONTHLY REPORT – MCE shall provide the Village 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 Administrator by the tenth (10th) day of each month.

7.) 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 90 days' written notice to the other party.

8.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village of Twin Lakes 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.

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

10.) 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:

- 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.
- Automobile Liability Insurance
- The Village of Twin Lakes 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.

11.) INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Twin Lakes 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.

12.) 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") 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. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

13.) 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.

14.) 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.

15.) 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

NAME, TITLE Date

ATTEST:

NAME, TITLE Date



Quotation

S.)F.)1.

Phone: 608.222.8622
Fax: 608.222.9414
4633 Tompkins Drive
Madison, WI 53716

Address:

PROPOSAL ID: 7589

Greg Richter 262.877.3404
3211 Park Ln
Twin Lakes, WI 53181

BID DATE: 01/24/2024

Terms: Net - 30 Days per attached Terms and Conditions

Freight is F.O.B. Origin - Allowed
Prices do not include sales or use taxes

WORK DESCRIPTION

Install new soft starter for pump 1 at lift station 5. Includes parts, labor, and travel.

Item	Part Number	Quantity	Description	Total Price
QUOTE		1.0	Quote Engineered Systems	\$6,387.83



\$6,387.83

ACCEPTED THIS _____ DAY OF _____, 20__

PRICE FIRM FOR 30 DAYS

NAME OF PURCHASER

SUBMITTED _____
DATE January 24, 2024

BY: _____
NAME & TITLE

SJE, INC - BY: _____
JOHN.SCHULZ

