



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
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NOTICE

FINANCE & PERSONNEL (F&P) COMMITTEE MEETING

MONDAY, MAY 17, 2021 AT 6:15 PM

VIA ZOOM WEBINAR

INTERACT FROM A COMPUTER BY GOING TO: <https://zoom.us/j/99409635000>

LISTEN-IN FROM A PHONE BY DIALING: 888-475-4499 | MEETING ID: 9940 963 5000

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. 2021 Road Project Update
- IV. Municipal Services LLC Contract Amendment
- V. Adjourn

Don Parker
Finance & Personnel Chair

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

Posted: 05/14/2021 5:00 PM

**2020 ROADWAY IMPROVEMENT UPDATE
ENGINEER'S REPORT
VILLAGE OF WILLIAMS BAY
May 12, 2021**

2020 Street Improvement Projects-- Project No. 190696

- Paving work is underway on Hickory Street, Highland Street, Wood Street, and Hickory Street Alley. Drainage improvements are also underway near the parking lot repair at Geneva Lake Law Enforcement and the drainage improvements at the NE corner of Geneva Street and N. Potawatomi Road.
- The Contractor is Payne & Dolan, Inc. The low bid amount is \$181,953.00; below is the breakdown of the bid showing costs for each pay item.
- The contract completion date is Memorial Day. Current expectations are to have the parking lot complete on May 13, 2021 and have the remaining improvements done by May 21, 2021.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
Part A – Hickory, Highland, and Wood Streets and Hickory Alley					
1	MOBILIZATION	1	LS	Lump Sum	\$ 6,000.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 355.00
3	ASPHALT PAVEMENT REMOVAL AND	4370	SY	\$ 3.90	\$17,043.00
4	BASE REPAIR – DENSE GRADE AGGREGATE	500	TON	\$ 29.00	\$14,500.00
5	HOT MIX ASPHALT	4370	SY	\$ 19.00	\$83,030.00
6	AGGREGATE DRIVEWAY – 10 INCH	29	SY	\$ 45.00	\$ 1,305.00
7	MANHOLE ADJUSTMENT	3	EA	\$ 300.00	\$ 900.00
8	VALVE BOX ADJUSTMENT	1	EA	\$ 40.00	\$ 40.00
9	RESTORATION OF LAWNS AND PARKWAYS	1	LS	Lump Sum	\$ 4,650.00
10	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 670.00
11	PAVEMENT EXTENSION AT HICKORY STREET	1	LS	Lump Sum	\$ 1,950.00
12	ASPHALT CURB AT WOOD STREET	1	LS	Lump Sum	\$ 1,450.00
PART A - TOTAL				\$ 131,893.00	

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May 12, 2021**

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
Part B – Geneva Street at N. Potawatomi Road					
1	MOBILIZATION	1	LS	Lump Sum	\$ 3,550.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 515.00
3	GRADING IMPROVEMENT AND LAWN RESTORATION	1	LS	Lump Sum	\$ 9,500.00
4	HOT MIX CURB	339	LF	\$ 20.00	\$6,780.00
5	HOT MIX FLUME	2	EA	\$ 420.00	\$ 840.00
6	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 220.00
	PART B TOTAL			\$ 21,405.00	
Part C – Geneva Lakes Law Enforcement Parking Lot					
1	MOBILIZATION	1	LS	Lump Sum	\$ 3,425.00
2	CONSTRUCTION LAYOUT AND STAKING	1	LS	Lump Sum	\$ 530.00
3	IMPROVEMENTS AS SHOWN	1	LS	Lump Sum	\$24,500.00
4	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 200.00
	PART C TOTAL			\$ 28,655.00	
	TOTAL PARTS A, B, AND C			\$ 181,953.00	

5. BIDDER agrees the Work will be Substantially Completed within 60 calendar days after the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions within 90 calendar days after the Contract Time commences to run. Work will be complete prior to Memorial Day of 2021.

- Part A: The roadway base on Hickory Street is in poor condition; the total asphalt pavement removal and replacement is closer to 4400 square yards rather than 3340 square yards and the base repair is closer to 1800 tons, rather than 500 tons. The final cost should be about \$40,000 higher than expected.

**CONTRACT FOR CODE ENFORCER FOR CODE ENFORCEMENT SERVICES
BETWEEN MUNICIPAL CODE ENFORCEMENT, LLC AND THE VILLAGE OF
WILLIAMS BAY**

THIS AGREEMENT is entered between the Village of Williams Bay, PO Box 580, Williams Bay, Wisconsin, 53191, and Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115.

RECITALS:

WHEREAS, the Village of Williams Bay requires Code Enforcement Services; and

WHEREAS, Municipal Code Enforcement, LLC maintains an agency that regularly enforces and administers municipal codes for various municipalities, said services include but are not limited to, review of the municipal code, completion of code inspections, investigations, written orders for repair, citations, administration of landlord licensing and vacant building program, property complaints and engagements in other code enforcement activities. Municipal Code Enforcement, LLC is prepared to provide Code Enforcement Services, set forth more specifically in this Contract; and

WHEREAS, the Village of Williams Bay and Municipal Code Enforcement, LLC desire to contract with each other, concerning matters related to code enforcement services, to be provided by Municipal Code Enforcement, LLC, to the Village of Williams Bay.

WHEREAS, the Village of Williams Bay has agreed to compensate Municipal Code Enforcement, LLC 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 and state as follow:

SCOPE OF SERVICES - Municipal Code Enforcement, LLC agrees to provide the Village of Williams Bay with the following Code Enforcement Services:

Blighted Properties/Property Maintenance – A photo will be taken and sent with a Repair Order to the property owner, and the property owner will be given a deadline to repair the property and/or accessory structure(s). After the compliance deadline has passed, re-inspection of the property will be done, and further actions will be taken.

Unsightly Debris – Go out into neighborhoods, and photograph unsightly debris (tires, mattresses, garbage, abandoned furniture, junk, etc.). A letter will be sent to the property owner, along with a color photo, identifying the problem, and giving the property owner time to remedy it.

Landlord Licensing – Implement a Landlord Licensing Program, where Landlords must register their rental properties, and have their property inspected on a complaint basis or at the request of the property owner.

Vacant Building Program – Implement a Vacant Building Program, where Owners must register their vacant buildings, and have the buildings periodically inspected. This program generates funds to pay for itself.

Weeds/Grass/Trees – When weeds, grass, or trees are in violation of the Village Ordinance, a letter with a photo will be sent to the property owner. If they do not comply within the timeframe given, then we will hire someone, at the discretion of the administrator, to remedy the situation on behalf of the Village, and the costs may be billed to the property owner, according to a fee schedule. Eventually, this can result in a special charge against the property.

Tree Permits – Issuance of tree permits, as well as handling the necessary inspection, communication, documentation, and record-keeping that is involved.

Junk Vehicles/Abandoned Boats/Recreational Vehicles – When a violation of Ordinances exists, pertaining to these items, a notice with a color photo will be sent to the property owner, giving them a deadline to comply, or face municipal citations.

General complaints from the public concerning condition of property:

- Unsightly Debris
- Landlord/Tenant
- Neighbor Disputes
- Safety Hazards
- Blighted Neighborhoods

Condemned Buildings – After a fire or other damage, inspect the property for health and safety, and issue orders to repair or raze. We will then work closely with the Village Attorney, if necessary, to take the steps to raze the building if applicable, when there is no compliance from the property owner.

Citations & Court – Write citations for non-compliance and attend court if necessary. Usually, a citation will get the property owner to bring the property up to code before Court. Prepare evidence necessary in the prosecution for violations against ordinances.

Other Issues/Complaints/Nuisances – If any other issues, complaints, or nuisances should be brought to our attention, but do not fall under our jurisdiction, according to this Contract, we will make sure that they are well documented, we will forward them to the applicable department, and we will follow up on them, if necessary.

HOURS AND COMPENSATION – Weekly hours will vary and are flexible, as the needs and requests of the Village vary, but will not exceed 9 hours per week. A rate of \$48.00 per hour will be paid for those hours.

TERMS OF CONTRACT – This contract shall have a term beginning on August 1st, 2021 and ending on December 31st, 2022. This contract shall only be renewed by an amendment or by a subsequent contract, executed by both parties. The contract shall not automatically renew.

TERMINATION – Notwithstanding, the contract term specified in this contract, both the Village of Williams Bay and Municipal Code Enforcement, LLC shall have the right to terminate this contract, without cause, by giving 90 days written notice to the other party.

INSURANCE – Municipal Code Enforcement, LLC shall at their own expense, procure, maintain, and always provide the following certificates of insurance, to the Village Clerk, 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

INDEPENDENT CONTRACTOR – It is agreed and understood, between the Parties, that Municipal Code Enforcement, LLC shall be considered as an Independent Contractor, and not as an employee of the Village of Williams Bay, and shall not be entitled to any benefits, as an employee. Municipal Code Enforcement, LLC remains in control of all employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All Municipal Code Enforcement, LLC personnel rendering service hereunder shall be, for all purposes, employees of Municipal Code Enforcement, LLC, although they may act as officers or agents of the Village of Williams Bay.

Kyle Lefel, Municipal Code Enforcement, LLC Date

Allison Schwark, Municipal Code Enforcement, LLC Date

William Duncan, Village President Date

ATTEST:

Jackie Pankau, Village Clerk Date