

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

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THIS AGREEMENT is between the **Village of Roscoe, 10631 Main Street Roscoe, IL 61073** (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **1st** day of **July, 2025**.

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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~~
- ~~Unightly 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:~~

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- ~~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~~

When a violation is identified, a notice will be sent to the property owner detailing the nature of the violation and providing a deadline to achieve compliance. After the compliance deadline has passed, the Consultant shall re-inspect the property to determine whether the violation has been corrected. If the issue remains unresolved, additional steps may include direct communication with the property owner by phone or email, issuance of a final notice, granting of a reasonable extension based on the Consultant's judgment in consultation with the Village, or issuance of a municipal citation through the Village Police Department. All notices, communications, and enforcement actions shall be documented and reported to Village staff.

Notification and Enforcement. When a violation is present, notices will be sent to the property owner detailing the nature of the violation and providing a deadline to achieve compliance. Following the compliance deadline, the Consultant shall conduct a re-inspection of the property to determine whether the violation has been resolved. If the issue remains unresolved, further action may be taken, including direct communication with the property owner by phone or email, the issuance of a final notice, the granting of reasonable extensions based on the Consultant's judgment in consultation with the Village, or the initiation of formal enforcement measures such as issuing municipal citations through the Village Police Department, or referral for legal proceedings. Consultant shall maintain accurate records of all violations, notices, communications, and enforcement actions taken.

Tall Grass & Weeds Enforcement and Abatement. Consultant shall conduct routine inspections throughout the Village to identify properties in violation of tall grass and weed ordinances. Upon identifying violations, the Consultant shall document conditions, notify property owners in accordance with Village code, and maintain accurate records of all inspections and notices issued. For properties that remain non-compliant after notice, the Consultant shall issue cut orders and coordinate with the Village's Public Works Department to ensure timely abatement. Consultant shall verify completion of the work, document services rendered, and assist with cost recovery, including preparation of related invoices.

Construction and Development Support: Consultant shall support Village construction oversight efforts by serving as a field resource for the Village Engineer, including monitoring active construction sites for compliance with MS4 stormwater and erosion control requirements, photographing and documenting site conditions, and reporting issues for engineering review. Consultant shall also perform on-site measurements to verify that foundation setbacks for new construction conform to approved permit plans and shall identify and report instances of unpermitted construction activity, assisting in the posting of stop-work orders as directed by Village staff.

Referral for Legal Proceedings: Consultant shall identify and refer unresolved or repeat code enforcement violations to the Village Attorney for further legal action, including the initiation of administrative adjudication hearings or the filing of enforcement actions in the Circuit Court of Winnebago County. Consultant shall provide supporting documentation, inspection records, photographs, and any other relevant materials necessary to facilitate legal proceedings, and shall coordinate with Village staff and legal counsel as needed throughout the enforcement process.

Lien Coordination: Consultant shall support the Village in managing property maintenance liens by reviewing enforcement histories, preparing lien documentation, and coordinating the filing and release of liens with the Winnebago County Recorder's Office. Consultant shall also provide regular updates to Village staff on the status of outstanding liens and enforcement actions to ensure consistent tracking and resolution.

● **Additional Services Available (as needed)-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 Illinois Compiled Wis. Stat. § 165.85(2)(e). MCE Statutes 50 ILCS 705/2. MCE shall cooperate with the Village's legal counsel in investigating and issuing notices to appear at administrative hearings and other pursuing other enforcement activity including, but not limited to testifying at administrative hearings.

~~It is the intent of the parties that MCE shall not be considered a law enforcement officer within the meaning of Illinois Compiled Wis. Stat. § 165.85(2)(e).~~

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon in writing by both parties, MCE shall provide no more than **20 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 **July 1, 2025** and end on **December 31, 2025**. This contract shall automatically renew for a one (1) year term, unless earlier terminated by written notice of one party to the other not less than 60 days before the expiration of a contract term.

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5.) DOCUMENTS AND OPEN RECORDS FOIA 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~~ an open records FOIA request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Roscoe 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 above~~, 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 FOR CAUSE – Notwithstanding the contract terms specified ~~in this contract above~~, the Village ~~of Roscoe~~ shall have the right to terminate the contract with cause, in whole or in part, if, in its sole discretion, 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 for~~ 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
- Workers Compensation insurance for its employees
- The Village of Roscoe 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 Roscoe and shall

not be entitled to any benefits enjoyed by employees of the Village. MCE ~~remains shall retain 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 even~~ 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 attorney's fees~~), 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 immunity of the State of Wisconsin. This contract is not subject to the provisions of the Wisconsin Statutes, Chapter 19.91, which relate to the liability of public employees for acts or omissions in the course of their employment.~~

13.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of ~~Wisconsin~~ Illinois, 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