

# **Building Inspection Services Request for Proposal**

## ***Letter of Interest***

To Whom it May Concern:

Thank you for taking Municipal Code Enforcement, LLC into consideration for your building inspection needs. We believe our services would be truly beneficial to the City of Whitewater, and our agency would be a great asset to your team.

We are a smaller family owned and operated agency, that has provided building inspection, code enforcement, and zoning services to a variety of municipalities in Southern Wisconsin for many years. We provide reliable services, by dedicated inspectors, who will make it a priority to understand the need within the community. Communication, and prompt response times with residents, builders, architects, developers, and all City of Whitewater staff will be our main priority.

We are looking forward to the opportunity to grow with the City of Whitewater, and provide a valuable service to the city, and its' residents.

Thank you for your careful consideration,

Contact Person:

Allison Schwark

mcodeenforcement@gmail.com

262-249-6701

Mailing Address: P.O. Box 62, Delavan, WI 53115

### ***Demonstrated Experience in Similar Projects***

Please see below each municipality that we currently provide services for, as well as an attached resume for Joe Mesler, Certified Building Inspector.

- Town of Bloomfield
- Town of Delavan
- Town of Geneva
- Town of Linn
- Town of Lyons
- Town of Koshkonong
- 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 Bloomfield

## ***Proposal Requirements***

### **1. General information about the firm, staff experience, credentials/certifications, and training. Include experience performing similar work for other municipalities.**

Joe Mesler, lead inspector, has been providing building and zoning services since 1990. MCE's firm consists of three certified building inspectors, several office personnel and administrative staff, and a zoning administrator. Joe Mesler holds a license in the State of Wisconsin as a commercial building inspector, fire detection prevention and suppression inspector, commercial plumbing inspector, UDC plumbing inspector, UDC HVAC inspector, UDC construction inspector, and UDC electrical Inspector. Jon Mesler, building inspector holds a license in the State of Wisconsin as a UDC construction, HVAC, and plumbing inspector. Mike Strongs, building inspector holds a license in the State of Wisconsin as a commercial electrical inspector. Currently MCE provides building and zoning services in six municipalities and is very much looking forward to the opportunity to work with the City of Whitewater.

Joe Mesler License #: 0696021

Jon Mesler License #: 1342202

Mike Strongs License #: 658135

### **3. Inspector availability and methods of contact for the public and City staff.**

Our firm shall be available for all necessary meetings, and office hours. A representative will always be available by phone, or email, and work necessary hours to quickly and efficiently answer all resident questions, respond to requests, and issue all permits.

MCE shall be available for office hours as determined by the City of Whitewater based upon need for service.

### **4. Space, materials, equipment, or equipment access requested from the City.**

We shall provide our own office supplies, but we will need office access on an as-needed basis for meetings with residents, staff, etc. Additionally, we will provide our own vehicles for all services required.

### **5. Inspector compensation (including a proposed schedule of fees) and invoicing, including additional charges to attend meetings or for reimbursables such as mileage.**

Please see attached sample contract.

### **6. Proof Inspector is licensed, bonded, and insured. Inspector shall carry aggregate coverage limit of at least \$1,000,000, and a per occurrence coverage limit of at least \$1,000,000, and a deductible of no more than \$2,500.**

Please see attached proof of insurance.

### **7. Three or more professional references concerning building permit and inspections services provided to Wisconsin communities.**

Please see reference form below.

**8. Proposed contract form.**

Please see attached sample contract.

### ***Reference Form***

Service Provider: **Municipal Code Enforcement, LLC**

1. Name of Business and Contact: **Town of Geneva, Debra Kirch**

Title of Contact: **Town Clerk/Treasurer**

Telephone Number: **(262) 248-8497** Fax Number: **N/A**

E-Mail Address: **ct@townofgeneva.wi.gov**

2. Name of Business and Contact: **City of Burlington, Megan Watkins**

Title of Contact: **Assistant Administrator**

Telephone Number: **262-342-1161** Fax Number: **N/A**

E-Mail Address: **Megan@burlington-wi.gov**

3. Name of Business and Contact: **Town of Delavan, John Olsen**

Title of Contact: **Town Administrator**

Telephone Number: **(262) 728-3471** Fax Number: **N/A**

E-Mail Address: **admin@townofdelavan.com**

4. Name of Business and Contact: **Village of Bloomfield, Candace Kinsch**

Title of Contact: **Village Clerk**

Telephone Number: **262-279-6039 Ext 1** Fax Number: **N/A**

E-Mail Address: **clerk.kinsch@villageofbloomfield.wi.gov**

5. Name of Business and Contact: **City of Whitewater, Taylor Zeinert**

Title of Contact: **Chief of Staff**

Telephone Number: **262-473-0101** Fax Number: **N/A**

E-Mail Address: **tzeinert@whitewater-wi.gov**

6. Name of Business and Contact: **City of Delavan, T Welsh**

Title of Contact: **Building Inspector**

Telephone Number: **262.728.5585 Ext 119** Fax Number: **N/A**

E-Mail Address: **bldginsp@ci.delavan.wi.us**

**BUILDING INSPECTION SERVICES CONTRACT BETWEEN THE CITY OF  
WHITEWATER AND MUNICIPAL CODE ENFORCEMENT, LLC**

**THIS AGREEMENT** is between the **City of Whitewater, 312 W Whitewater Street, Whitewater, WI, 53190**, (hereinafter "**City**") and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter "**MCE**") as of this **26th** day of **January, 2024**.

**RECITALS:**

**WHEREAS**, the City requires building inspection 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 permits; and

**WHEREAS**, the City and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the City; and

**WHEREAS**, the City 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 City with the following building inspection services:

- **Meeting Attendance**
  - The Agency shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the City.
- **Office Hours**
  - The Agency agrees to maintain office hours as follows:
    - As preferred by the City
- **Personnel**
  - The Agency shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the City Clerk on or before January 1 of each contract year.

**2.) DUTIES** – MCE shall perform the building inspection services set out in the Scope of Services above for the City.

**3.) HOURS AND COMPENSATION** – The City shall pay the Agency for the services performed under this Contract as set forth below:

- **Building Inspection Services**
  - **\$2,000 per month.**
  - Residential and Commercial Construction - **Seventy Five percent (75%)** of all Permit Fees collected by the Agency and/or City based on the applicable Building Permit Fee Schedule.
  - \$100 per inspection for open and in-process permits at the time of this contract.

**4.) TERMS OF CONTRACT** – This contract shall begin **January 26, 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. **This contract shall only be in effect until the City has had an opportunity to pursue the RFP process.**

**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 City and shall be turned over to the City 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 City of Whitewater within five (5) business days of written request to MCE.

**6.) MONTHLY REPORT** – MCE shall provide the City Administrator with a monthly report containing a summary of its work on City matters for each month of the Contract term for the prior month's work. The report shall be delivered to the City Administrator by the tenth (10<sup>th</sup>) day of each month.

**7.) TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the City 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 City of Whitewater 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 City decides to terminate the contract for failure to perform satisfactorily, the City 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 City.

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

**10.) INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City 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 City of Whitewater shall be named as an additional insured on MCE's insurance policies, on a primary and noncontributory basis, with subrogation rights against the City 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 City of Whitewater and shall not be entitled to any benefits enjoyed by employees of the City. 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 City 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 City, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the City, 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 City 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

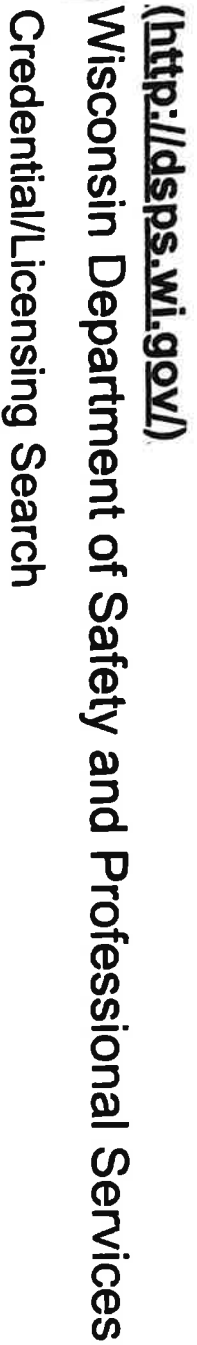
\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
Date



Return to Search (L)  
Total Result Count: 3

Credential/License ID

## Expiration

6/30/2026

6/30/2027

6/30/2024

Division of Professional Credential  
Processing  
4822 Madison Yards Way  
Madison, WI 53705  
Phone: (608) 266-2112  
Fax: (608) 267-0592  
Email: [dpscredtrades@wi.gov](mailto:dpscredtrades@wi.gov)  
Website: [www.dps.wi.gov](http://www.dps.wi.gov)

## Certification, License, or Registration Card

Below you will find your certification, license or registration card. This card serves as an additional piece of documentation of licensure that may be carried on person. To view details about your credential or continuing education log into the eSLA portal where you can view your credential status or use the public lookup to verify the status of your CE.

<b>Wisconsin Department of Safety and Professional Services</b>	
<b>JOSEPH G MESLER</b>	
<b>Credential ID: UDC-069602124</b>	
<b>Certification, License, or Registration Name</b>	<b>Expires:</b>
UDC Plumbing Inspector	2026-06-30
<b>Signature:</b>	

Please review the information on the card. If errors or discrepancies are found, you may contact the Department at 608-266-2112 or email [DPScredTrades@wi.gov](mailto:DPScredTrades@wi.gov), and provide your ID number printed on the card. The Department should be notified of changes in addresses as they occur. Notification of address changes is the responsibility of the credential holder. A renewal notice will be emailed to the email address on file 30, 60, and 90 days before expiration. Before the expiration date of each credential indicated on the card. Renewals are contingent upon compliance with the requirements specified in Wisconsin Administrative Code SPS 305.

Division of Professional Credential  
Processing  
4822 Madison Yards Way  
Madison, WI 53705  
Phone: (608) 266-2112  
Fax: (608) 267-0592  
Email: [dspscredtrades@wi.gov](mailto:dspscredtrades@wi.gov)  
Website: [www.dsps.wi.gov](http://www.dsps.wi.gov)

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### **Wisconsin Department of Safety and Professional Services**

**JOSEPH G MESLER**

**Credential ID: UDC-069602122**

<b>Certification, License, or Registration Name</b>	<b>Expires:</b>
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UDC Electrical Inspector
--------------------------

2026-06-30
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**Signature:**

Please review the information on the card. If errors or discrepancies are found, you may contact the Department at 608-266-2112 or email [DSPScredTrades@wi.gov](mailto:DSPScredTrades@wi.gov), and provide your ID number printed on the card. The Department should be notified of changes in addresses as they occur. Notification of address changes is the responsibility of the credential holder. A renewal notice will be emailed to the email address on file 30, 60, and 90 days before expiration. Before the expiration date of each credential indicated on the card. Renewals are contingent upon compliance with the requirements specified in Wisconsin Administrative Code SPS 305.



# CERTIFICATE OF LIABILITY INSURANCE

PROFBUI

OP ID: LL

DATE (MM/DD/YYYY)

05/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Glass Insurance Center  
500 Commercial Ct, Ste 500  
P.O. Box 1149  
Lake Geneva, WI 53147-6149  
Glass Insurance Center

**CONTACT**  
**NAME:**  
**PHONE**  
(A/C, No, Ext):  
**E-MAIL**  
**ADDRESS:**

**FAX**  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Acuity**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED** **Professional Building Inspections Inc**  
**Joe Mesler**  
**PO BOX 255**  
**Delavan, WI 53115**

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	TR	INCD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
X	<b>GENERAL LIABILITY</b>			X15352	05/01/2023	05/01/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (If a occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>DED</b>						
	<b>RETENTION \$</b>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Building Inspections

**CERTIFICATE HOLDER****CANCELLATION**

City of Burlington  
113 E Chestnut St  
Burlington, WI 53105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Glass Insurance Center

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# JOSEPH G. MESLER

## WORK EXPERIENCE-RESUME

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March 2013-present	Town of Lyons	Lyons, Wisconsin
Dec. 2008-2023	City of Elkhorn	Elkhorn, Wisconsin
Dec 2005-present	Town of Linn	Zenda, Wisconsin
Dec 2005-present	Town of Bloomfield	Pell Lake, Wisconsin
Feb 2006-present	Town of Geneva	Lk Geneva, Wisconsin
Feb. 1997-2019	Town of Darien	Darien, Wisconsin
<i>Building Inspector</i>		
Feb. 1990-July 2006	City of Delavan	Delavan, Wisconsin
<i>Building &amp; Zoning Administrator</i>		
Dec. 1997-2002	Village of Darien	Darien, Wisconsin
<i>Plumbing/ Zoning Administrator</i>		
Feb. 1989-Feb. 1990	Community Action, Inc.	Janesville, Wisconsin
<i>Energy Auditor</i>		
1982-Feb 1988	Owned Company	
<i>general contractor</i>		

## EDUCATION

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March 2003	Certified Level 1 Mold Assessor	
	From American Society of Home Inspectors	
Dec. 1998	Certified Home Inspector	
	#486-106 with Dept. of Registration and Licensing	
Sept. 1987	Certified Inspector	
	#70195 with Dept. of Commerce-seven licenses	
	UDC Construction, UDC HVAC, UDC Electric,	
	UDC Plumbing, Commercial, Fire Prevention & Suppression, Commercial Plumbing	
Sept. 1984	Tarrant County Junior College	Hurst, Texas
	Engineering Classes	
May 1982	Madison Area Technical College	Madison, Wisconsin
	Graduated – Degree in Architecture, with honors	

- One (1) case (Tenant vs. Landlord)
- Represented Tenant
- Won case

**Godfrey, Libsly, Blackburn, & Howarth**

- Attorney Mara Spring, Kim Howarth
- Three (3) cases (Homeowner vs. contractor)
- Represented Homeowner in all 3

Two (2) cases settled out of court, One case lost

**Wassel, Havery, Schuck Law Firm**

- Attorney Brian Schuck
- Two (2) cases (Tenant vs. City of Delavan) (Tenant vs. Village of Darien)
- Still pending