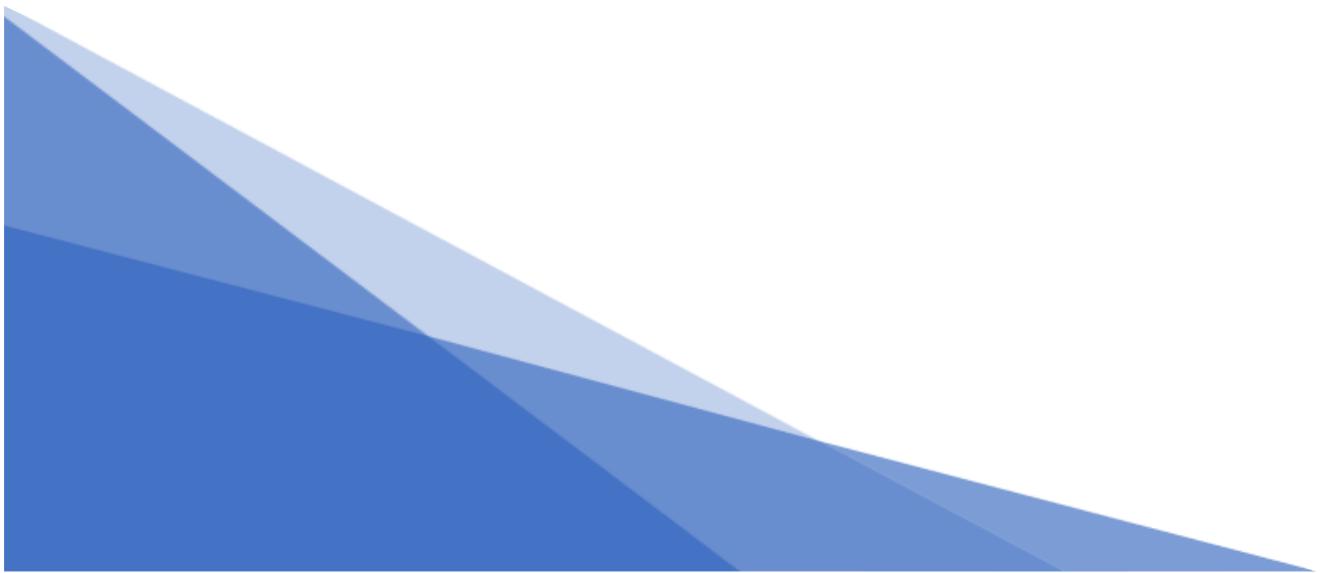




Town of Clayton

Assessor Contract 2017 – 2020



AMENDED AGREEMENT FOR FULL VALUE MAINTENANCE ASSESSMENT SERVICES

This Agreement is by and between the **Town of Clayton, Winnebago County, Wisconsin**, a Municipal corporation (hereafter "Municipality") and **ASSOCIATED APPRAISAL CONSULTANTS, INC.**, with its principal office at 1314 W. College Avenue, Appleton, WI 54914 (hereafter "Assessor") as follows:

It shall be at the Town of Clayton's discretion to approve a revaluation of all the assessed values over the course of the contract.

Assessor shall physically inspect 25% of improved properties on an annual basis and update assessment records, such that all improved properties will be inspected on a four-year cycle.

The Assessor's annual inspection cycle shall include all of the following:

1. SCOPE OF SERVICES

A. Inspections. The following inspection cycle is to be completed by Assessor annually, namely:

- 1) New construction, annexed properties, and exempt status changes shall be physically inspected, and the property record card prepared or undated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

B. Parcel Identification. The legal description, drawing and measurements of each land parcel and improvements shall be contained in the existing property record cards. Drawings shall be made for all new records. In the event of a discrepancy existing, the Assessor shall investigate and correct the record.

C. Preparation of Record Cards. Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records either on computer readable format compatible with the Municipality's computer system if a computer valuation program is used, or a hardcopy if a manual system is used, and update the records within fourteen (14) days of final adjournment of the Board of Review. The records shall be updated prior to the open book and again to reflect any changes made at the Board of Review.

D. Open Book Conference. Upon completion of the Assessor's review of assessments and prior to completion of the assessment rolls, the Assessor shall hold open book conference(s) for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conference for the convenience of property owners. The assessor shall be present at the open book conference(s) for a time sufficient to meet with the property owners or their agents and shall be present at least two hours. The assessor shall verify that statutorily required instructional materials area available at the open book conference(s).

E. Completion of Assessment Roll and Reports. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the Wisconsin Property Assessment Manual. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. The Assessor shall prepare and submit the Municipal Assessment Report and Computer Exemption Reports to the appropriate Department of Revenue district office.

F. Board of Review Attendance. The Assessor shall be present at the first meeting of the Municipal Board of Review according to sec. 70.47(3)(ag), Wis. Stats. *The Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. The Assessor shall attend other meetings of the Board of Review.*

G. Personal Property Assessments. The Assessor shall prepare and distribute annual personal property statements to all businesses. By May first each year the Assessor will review statements and follow up with unfilled or incorrect statements. The Assessor shall determine the appropriate assessment. The assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. Public Requests. The Assessor shall timely respond to all open records requests received by the assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

I. Availability. The Assessor shall maintain a local or toll free telephone service to receive calls from the Municipality or property owners. *The Assessor shall timely respond to all telephone inquiries within forty-eight hours.* The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor.

J. Records. The Municipality shall allow access and make available to the assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality at no cost.

2. GENERAL REQUIREMENTS

A. Conformance to Statutes. All work of Assessor shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality. The Assessor shall value all agricultural land at its use value, adjusted to the overall level of assessment. All Agricultural forest and undeveloped land shall be assessed at 50% of its full value, and adjusted to the level of assessment.

B. Oath of Office. As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of town assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement.

C. Qualifications and Conduct of Personnel. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. And the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) The Assessor shall submit to Municipality a resume containing the name, address, education and prior experience of each employee anticipated to provide assessing services to the Municipality. Employees of the company who are later hired or were not anticipated to provide such services at the time of this Contract, shall submit appropriate information for approval of the Municipality before field inspection work is started by the employee.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

- 5) The Assessor shall supply all of the Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.
- 6) In connection with the performance of work under this contact, the Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 651.01(5), Wis. Stats. Or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Assessor agrees to post in a conspicuous place available for employees and applications for employment notices to be provided by the contracting officer setting forth provisions of the nondiscrimination clause.

D. Ownership of Records. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, the Assessor shall turn over to the Municipality, all records prepared or maintained in connection with assessments in the Municipality including, but not limited to; (a) property record cards, maps, and previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the Municipality, to include correspondence with property owners, sales data, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data. This text file shall then be left with the Municipality, along with a field definition file to describe the various data fields in the text file.

E. Status, Change of Ownership or Operations. The Assessor acknowledges and agrees:

- 1) The Assessor is an independent contractor to the Municipality, and that the Assessor's business is independently owned and operated and that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between the Assessor and the Municipality and that nothing in this contract shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between the Assessor and the Municipality. The Assessor shall not represent or advertise in any way that the Assessor's relationship with the Municipality is other than stated herein. The assessor shall not state or imply that he/she is an agent of the municipality.
- 2) The Assessor has no right to assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this contract without the prior written consent of the Municipality.
- 3) The Assessor shall notify the Municipality within five (5) days of any changes in majority ownership or change in chief operating officer.

F. Assessor Provided Insurance and Indemnity. The Assessor agrees as follows:

1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

(c) Comprehensive Auto Liability

Combined Single Limit \$ 1,000,000

2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.

3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the Municipality against all claims, actions, proceedings, damages, and liabilities, including reasonable attorneys fees, arising from or connected with the Assessor's activities in connection with the services provided to the Municipality, including but not limited to, any acts or omissions of the Assessor, the Assessor's employees, agents, representatives, and any other person doing business with Assessor. This paragraph is not to be in conflict with Sec. 893.89(4), Wis. Stats.

3. TERM AND TERMINATION

A. Term. The term of this Contract is for the 2017, 2018, 2019, and 2020 assessment years. The assessor shall have completed all work under this agreement, except for appearing at Board of Review and any subsequent appearances as per this agreement, on or before May 30, of the assessment year. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. Termination. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. Automatic Renewal. There is no automatic renewal of this contract.

D. **COMPENSATION**

- A. The Municipality shall pay the Assessor **Nineteen Thousand Dollars (\$19,000.00)** for each of the 2017, 2018, 2019, and 2020 assessment years for assessment services.
- B. The compensation due the Assessor shall be paid in installments throughout the 2017, 2018, 2019, and 2020 assessment years.
- C. This is an **all-inclusive contract**, meaning that the Municipality will not be billed for additional expenses such as postage, mileage, or supplies.

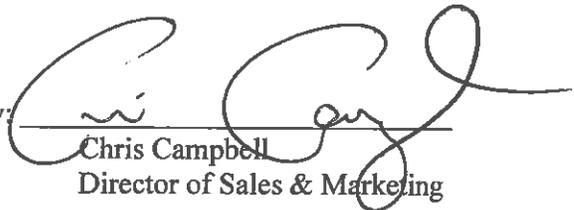
Town of Clayton:

**ASSOCIATED APPRAISAL
CONSULTANTS, INC.:**

By: _____



By: _____



Chris Campbell
Director of Sales & Marketing

Dated: _____

11/17/2016

Dated: November 2nd, 2016

**Addendum for Interim Market Update
Town of Clayton – Winnebago County
State of Wisconsin**

Associated Appraisal Consultants, Inc. and the **Town of Clayton, Winnebago County, State of Wisconsin**, agree to change services contracted for the assessment year of 2018, **FULL VALUE MAINTENANCE ASSESSMENT SERVICES**, of which a 25% inspection cycle of improved properties are being inspected. Both parties agree that Assessor will perform a **Market Update** during the 2018 assessment year. Beginning in 2019, the Assessor shall continue with **FULL VALUE MAINTENANCE ASSESSMENT SERVICES** per the original agreement through the 2020 assessment year.

1. COMPENSATION:

- A. Compensation due to the Assessor for a Market Update shall remain at **Nineteen Thousand Dollars (\$19,000.00)** resulting in no additional cost to Municipality.
- B. Payments due to the Assessor shall continue to be paid in monthly installments throughout the 2018 assessment year for assessment services.

IN WITNESS WHEREOF. The parties have executed this Agreement to be effective on the date last signed by a party hereto.

**TOWN OF CLAYTON
WINNEBAGO COUNTY
WISCONSIN**

Dated: July 12, 2017

By: 
Russ Geise
Town Chairman

Dated: May 31st, 2017

By: 
Chris Campbell
Director of Sales & Marketing
Associated Appraisal Consultants, Inc.