

# **CONTRACT FOR FULL VALUE MAINTENANCE ASSESSMENT SERVICES**

Prepared for the  
**Town of Clayton**  
Winnebago County

By



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## CONTRACT FOR FULL VALUE MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Town of Clayton, Winnebago County, State of Wisconsin**, a body corporate and politic (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

I. **SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties.

It shall be at the Municipality's discretion to approve a revaluation of all assessed values over the course of the Contract.

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

A. **INSPECTIONS.** The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected as necessary, and the property record card prepared or updated 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 as needed.
- 3) Improved properties under construction during the term of this Contract shall be re-inspected as needed.
- 4) All properties sold in the previous year, or affected by legal description changes, or zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the Board of Review, and prior to signing the Assessor's affidavit for the next assessment roll within the term of this Contract, and if deemed necessary 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 forest land and undeveloped land.

B. **PARCEL IDENTIFICATION.** The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement. In the event of a discrepancy found in a small number of existing records, the Assessor shall investigate and correct the property record. Should large amounts of existing records be deficient, there shall be additional costs charged to the Municipality for onsite collection of missing data, and or correction of property records, as agreed upon by both parties.

C. **PREPARATION OF RECORDS.** Appropriate records 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 provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

E. **ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

G. **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. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

H. **BOARD OF REVIEW.** Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS 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 Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m.

excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

## II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As 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 §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Town Assessor as per §60.307, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

B. **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 §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 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.

**C. INSURANCE.** 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	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) 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.
- 3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.
- 4) 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 pay all insurance premiums in a timely manner.

**D. INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

**E. OWNERSHIP OF RECORD.** 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. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text

file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

### **III. TERM AND TERMINATION**

A. **TERM.** The term of this Contract is for the **2025, 2026, 2027, and 2028** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. 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. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL.** This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.


#### IV. COMPENSATION

- A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts
2025	\$22,000
2026	\$23,000
2027	\$24,000
2028	\$25,000

- B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid.
- C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2028 assessment year.
- D. **OPTIONAL WEBSITE POSTING.** The Municipality shall have the option to post assessment data on Assessor's public website for an additional cost per parcel per month payable to a third-party vendor. The current third-party rate is \$22.00 per 1,000 parcels per month ( $\$0.022 * 3,125 = \$68.75$ ). If the parcel count or third-party rate should change, this cost shall increase or decrease accordingly.  
\*\*\* Please initial yes or no to post data. \*\*\*  
Yes \_\_\_\_ No \_\_\_\_
- E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

#### V. SIGNATURES

  
\_\_\_\_\_  
Mark Brown  
President  
Associated Appraisal Consultants, Inc.

\_\_\_\_\_  
01/16/2025  
Date

\_\_\_\_\_  
Authorized Signature  
Town of Clayton

\_\_\_\_\_  
Date