

BRUCE GARDINER APPRAISAL SERVICE, LLC

MAINTENANCE CONTRACT

This Contract is made this 23rd day of July 2023, by and between Bruce Gardiner Appraisal Service, LLC (hereinafter "Appraisers") and the Village of Ridgeway, Iowa County, Wisconsin, (hereinafter "Village").

RECITALS

1. Appraisers are certified by the State of Wisconsin to perform the assessment of real and personal property for tax purposes.
2. Village is in need of such an assessor and wishes to retain Appraisers on the terms and conditions set forth in this Contract.
3. Appraisers agree to perform the services for the Village under the terms and conditions set forth in this Contract.

In consideration of the mutual promises set forth herein, it is agreed by and between the Village and Appraisers as follows:

SECTION ONE RESPONSIBILITIES OF APPRAISERS

Appraisers agree to provide the following services and incur the following responsibilities:

1. Measure new structures and note all land improvements on site, make a detailed sketch of all new structures and land improvements on field cards, view the structures and note detailed interior and exterior information on field cards, and calculate values of the structures and land improvements.
2. Review all work completed with the use of building permits. This shall include on-site inspection in the case of every permit and the update of field cards to show current property description. This update shall consist of new measurements, sketching of the structure, and updating of the calculations.
3. Enter new plats on the assessment roll. This shall include the preparation of a new field card for each lot in the plat. The preparation shall include inserting the name, address and value calculations.
4. Make parcel splits as they occur. This shall include the application of new land description to the field cards, provision of the land sketches and land calculations, and the preparation of new field cards following the same procedure as in a new plat (see paragraph 3 above).
5. Add new annexations to the assessment roll. The procedure is similar to new plats with regard to land. If land improvements exist, the procedure is similar to that required for new construction.
6. Review individual property owner's structural location upon request. This procedure is similar to new construction and also includes the making of a neighborhood comparison with other properties.
7. Recalculate all personal property each year and place values in the assessment roll.
8. Record all building permits on field cards.
9. Prepare a Municipal Assessment Report for the Wisconsin Department of Revenue.
10. Place all values in the assessment roll, balance the assessment roll, prepare for computer updating, and ensure that all value change notices are sent to property owners.
11. Attend Open Book and Board of Review in order to complete the work of the Village.
12. Incur all vehicle expenses, without reimbursement from the Village.

13. Mail assessment notices to all property owners where changes in value are made.
14. All work due to new law or Wisconsin Department of Revenue rule changes enacted after the signing of this contract will be under a separate contract.
15. All computer records are property of the Village and may be placed on the Village computer or will be kept at the assessor's office located at Rewey, Wisconsin.
16. Appraiser shall provide at Appraiser's own expense any personnel necessary. All personnel providing services shall be currently certified in compliance with secs. 70.05, 70.055 and 73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue. All personnel shall carry an identification card provided by the Appraisers.

SECTION TWO OBLIGATIONS OF THE VILLAGE

Village agrees to provide the following:

1. In consideration for the Appraisers performance hereunder, Village of Ridgeway shall pay the Appraisers the sum of Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00) per annum for 2024, 2025, 2026, and 2027. Payments shall be made on a quarterly basis. All revaluation work will be under separate contract and compensation.
2. Store all records necessary for the performance of Appraisers obligations and allow Appraisers access to such records at all reasonable hours.
3. Provide Appraisers with current addresses of all property owners in the Village.
4. Pay all the postage and map expenses incurred.
5. Pay software licensing fee for Market Drive. Pay any purchase of new software, programming, or conversion of data, if ordered by the Village.

SECTION THREE RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Appraisers are not to be considered an agent or employee of the Village for any purpose, and Appraiser's employees, if any, are not entitled to any benefits that the Village provides the Village's employees.

SECTION FOUR LIABILITY

Appraiser agrees as follows:

1. Appraiser shall obtain and maintain during the term of this Agreement full coverage insurance, with the Municipality as a named insured, which insurance shall include: (a) workers' compensation in compliance with Wisconsin State laws, (b) comprehensive general and public liability coverage, and (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Appraiser with the following minimum limits: Bodily injury \$500,000/person, \$1,000,000/occurrence, and Property damage \$250,000/occurrence.
2. Prior to commencing services, Appraiser 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. Appraiser shall timely pay all insurance premiums.

3. The Appraiser shall carry insurance to cover the loss of records while in their possession. The Municipality shall carry additional proper and sufficient insurance to cover loss of records.

The Village agrees as follows:

1. The Village will indemnify the Appraiser from any claims or liabilities incurred because of the establishment of any appraised value of the properties. The Municipality will supply legal assistance when needed for the defense of assessments through the statutory appeal process relating to the establishment of the assessments.

**SECTION FIVE
DURATION**

This contract shall commence on January 1, 2024, and shall terminate on midnight on December 31, 2027. However, this contract may be extended by written consent of both parties hereto.

**SECTION SIX
MISCELLANEOUS**

1. All technical terms used in this contract shall have the meaning as specified in the Wisconsin Property Assessment Manual or as generally used in the Assessment Profession.
2. This contract shall not be modified without the written consent of both parties.
3. This contract shall be construed under the laws of the State of Wisconsin.
4. If any provision or part of this contract is deemed invalid by a court of competent jurisdiction, the remaining portion and provisions thereof shall not be affected thereby.

IN WITNESS THEREOF, the parties have executed this Agreement as of this _____ day of August 2023.

Bruce Gardiner Appraisal Service, LLC
PO Box 745
Platteville, WI 53818

Appraisers

brucegardinerappraisal@gmail.com

608-778-2566



Bruce J. Gardiner, its duly authorized Member

Village of Ridgeway

Village President

Village Clerk