

Agreement for Local Assessor Services
By and Between the City of Spring Lake Park
And Kenneth Tolzmann, SAMA,
In the City of Spring Lake Park, Minnesota

This Agreement made and entered into this ____ day of _____, 2021, by and between the City of Spring Lake Park, 1301 81st Ave NE, Spring Lake Park, Minnesota 55432, a municipal corporation under the laws of Minnesota, hereinafter referred to as the “Municipality”, and Kenneth A. Tolzmann, Senior Accredited Minnesota Assessor #1939, 13921 45th Ave N Plymouth, MN 55446, hereinafter referred to as the “City Assessor”.

WITNESSETH:

WHEREAS, the City of Spring Lake Park is a statutory city constituting a separate assessment district lying wholly within Anoka County, Minnesota; and

WHEREAS, pursuant to Minnesota Statutes 273.05, city assessors shall be appointed by city council; and

WHEREAS, it is the wish of the Spring Lake Park City Council to appoint Kenneth A. Tolzmann the Spring Lake Park City Assessor; and

WHEREAS, it is the wish of Kenneth A. Tolzmann to serve as the Spring Lake Park City Assessor and to cooperate with the Municipality to perform fair and equitable assessments of the real property within the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

- I. The effective period of this Agreement will be from January 1, 2022 to January 1, 2025, unless earlier terminated as provided herein.
- II. The City Assessor represents that he is a resident of the State of Minnesota, possesses the knowledge and training in the field of property taxation necessary to perform the duties of a local assessor, and is duly licensed to perform such duties in compliance with Minnesota Statutes 270.48 and Minnesota Department of Revenue Standards.
- III. All real property within the geographical boundaries of the Municipality will be assessed by the City Assessor for taxation beginning with the 2023 assessment for tax year payable in 2024.
- IV. The duties of the City Assessor will be carried out consistently and in accordance with the provisions of Minnesota Statutes 273.05, 273.064 and 273.08.

- V. In consideration of such assessment services, the Municipality will pay to the City Assessor quarterly payments (unless earlier terminated as herein provided) as follows:
- a) The first quarterly payment will be due on April 1, 2022, the second on July 1, 2022, the third on October 1, 2022 and the fourth on December 31, 2022. And accordingly in subsequent years.
 - b) The parties understand that to accomplish the delivery of the tax year 2023 assessment on or before January 2, 2023 (the statutory due date), all work specific to the generation of that assessment must be done during the 2022 calendar year; the same will be true for subsequent tax year assessments, i.e. all work for the tax year 2024 assessment must be done in calendar year 2023, etc.
- VI. For tax year 2023 assessment, the Municipality will pay to the City Assessor as follows:
- a) Ten Dollars (\$10.00) for each improved parcel of residential type of property.
 - b) Two and 50/100 (\$2.50) for each unimproved parcel of residential type of property.
 - c) Fifty-Five Dollars (\$55.00) for each improved and unimproved parcel of commercial, industrial, and public utility type of property.
 - d) Fifty Five Dollars (\$55.00) for each improved and unimproved parcel of apartment or mobile/manufactured home park type of property.
- VII. The same procedure as rates will be followed in the frequency and computation of payments for assessment services for subsequent years.
- VIII. The City Assessor will remit quarterly billings to the Municipality, detailing the number of parcels of each type of property assessed and charged to the Municipality, with a complete breakdown for that specific quarter.
- IX. Notwithstanding Section I above, the City Assessor and/or Municipality have the right to terminate this Agreement by providing six months written notice prior to the beginning of the assessment work for a tax year. Such notice to terminate must be sent by certified mail to the other party at the address set forth above. For example, to terminate effective as of the tax year 2024 assessment, the party must provide written notice of termination to the other party not later than July 1, 2022, the work on the tax year 2024 assessment to commence on January 1, 2023, the anniversary date of this agreement).

Provided further, that this Agreement may be terminated at any time by the Spring Lake Park City Council on charges by the Minnesota Commissioner of Revenue of inefficiency or neglect of duty on the part of the City Assessor.

- X.. The relationship between the parties is that of an independent contractor. Nothing contained in this Agreement is intended to or should be construed as creating the relationship of copartners or joint venturers between the Municipality and the City Assessor. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to Municipality employees will accrue to the City Assessor or employees of the City Assessor performing services under this Agreement.
- XI. The City Assessor agrees he will defend, indemnify, and hold harmless the Municipality, its officers and employees, against any and all liability, loss, costs, damages, and expenses which the Municipality, its officers or employees, may hereafter sustain, incur, or be required to pay arising out of the City Assessor's performance or failure to adequately perform his obligations pursuant to this Agreement.
- XII. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the City Assessor because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
- XIII. Pursuant to Minnesota Statutes 16B.06 subd.4, the City Assessor agrees that the Municipality, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary will have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City Assessor and involve transactions relating to this Agreement.
- XIV. During the performance of this Agreement, the City Assessor agrees to the following:
 - No person will, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
- XV. a) The City Assessor warrants and represents that his is currently licensed as a Minnesota Assessor by the State of Minnesota. In the event said license is cancelled, revoked, suspended, or expires during the term of the contract, the City Assessor agrees to immediately inform the Municipality.

The Municipality will pay only for services pursuant to such licensing requirements.

- b) The City Assessor will comply with all applicable federal and state statutes and regulations as well as local ordinances not in effect or hereafter adopted.
- c) Failure to meet the requirements of Paragraphs a) and b) above may be cause for cancellation of this Agreement effective the date of receipt of a notice of cancellation, notwithstanding the provisions of Sections I and IX above.

XV. Any reports, studies, photographs, negatives, or other documents prepared by the City Assessor in the performance of his obligations under this Agreement will be the exclusive property of the Municipality, and all such materials will be remitted to the Municipality by the City Assessor upon completion, termination, or cancellation of this Agreement. The City Assessor will not use, willingly allow, or cause to have such materials used for any purpose other than performance of the City Assessor's obligations under this Agreement without the prior written consent of the Municipality.

IN WITNESS THEREOF, the Municipality and City Assessor have hereby executed this agreement this _____ day of _____, 2021.

CITY OF SPRING LAKE PARK

By: _____

Title: Mayor

Dated: _____, 2021

By: _____

Title: _____

Dated: _____, 2021

CITY ASSESSOR

By: _____

Title: Kenneth A. Tolzmann, SAMA
Senior Accredited Minnesota Assessor #1939

Dated: _____, 2021

ATTEST

By: _____

Title: _____

Dated: _____,2021

OATH OF CITY ASSESSOR

Kenneth A. Tolzmann, upon oath, states that he will be diligent, faithful, and impartial in performance of the duties enjoined on him as Spring Lake Park City Assessor by law.

Dated: _____,2021

Kenneth A. Tolzmann

Subscribed and sworn to before me a
Minnesota notary public, this _____
Day of _____,2021