# **VILLAGE OF ALLOUEZ**

## REVALUATION / MARKET ADJUSTMENT CONTRACT

THIS AGREEMENT by and between Fair Market Assessments, Inc, a company hereinafter called the "Appraiser" and the Village of Allouez, Brown County, Wisconsin, hereinafter called the "Municipality".

WITNESSETH: The Appraiser and the municipality for the consideration stated herein as follows:

### ARTICLE I

SCOPE OF SERVICE: The Appraiser shall update Village assessment records as needed to bring values at or near to 100% of fair market value as in accordance with Wisconsin Statute 70.05, to be completed no later than August 30, 2021. Appraiser shall be considered an independent contractor pursuant to 60.307 (4) and not an employee of the Municipality.

## ARTICLE II

COMPENSATION: The Municipality shall pay to the Appraiser for the performance of this contract the following compensation:

Contract Amount: \$85,000.00

Payment Schedule:

Payments of 1/4 of contract total (\$21,250) paid by October 25, 2020: January 25<sup>th</sup>, 2021; May 25<sup>th</sup>, 2021 and final payment within 30 days after the adjournment of the 2021 Board of Review

Appraiser is entitled to no additional compensation or out-of-pocket expense other than specifically set forth in this agreement.

### ARTICLE III

AGREEMENTS-APPRAISER: The Appraiser agrees to perform the following for the Municipality:

- 1) Totally integrate all assessment records to Village assessment software. Assign all parcels to a unique neighborhood.
- 2) Inquires to homes with possible undocumented updates which will include both visual and interior inspections as permitted by Wisconsin State Statues.
- 3) Visually inspect exterior of all improved parcels. Updated exterior photos of principle buildings as necessary.
- 4) File all forms with Wisconsin Department of Revenue including 2021 Municipal Assessor Report and Tax Incremental Reports
- 5) Indicate a timetable of work progress and completion of revaluation
- 6) Provide three comparable properties to each improved residential property to support assessed values.
- 7) Mail all notices of assessments no less than 30 days prior to Board of Review.
- 8) Schedule and attend open book a minimum of three sessions held at various times of the day.
- 9) Prepare assessment notices, mail, explain to taxpayers, schedule and attends open book.
- Board of Review will be held no later than August 30, 2021. A thirty-day extension will be granted upon written request no less than 60 days prior to above stated completion date. A late penalty fee will be enforced at a rate of \$100 per business day for each day after extension.
- Appearance at any/all Board of Review, Appraiser agrees to cooperate and provide services to the Village Attorney in any and all appeals to the Circuit Court of Appeals with no additional charge.

- The Appraiser will maintain full insurance coverage to protect and save harmless the Municipality from claims, demands, actions and causes of action, arising from any act of the Appraiser in the execution of work. He will maintain Workman's Compensation and Public Liability Insurance on all employees. The Appraiser will carry Valuable Paper Insurance on any records withdrawn from the Municipality as well as the Appraiser's records.
- To ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement.
- 14) Statutory duties of assessor will not be covered under the terms of this contract.
- 15) Revaluation/Market Adjustment shall be conducted in accordance with Chapter 70 of Wisconsin State Statute and Wisconsin State Assessors Manual.
- Appraisers assigned to project warrant they have been granted the appropriate Certification under section 73.09 Wisconsin State Statute.

#### ARTICLE IV

OBLIGATIONS OF THE MUNICIPALITY: The Municipality will provide to the Appraiser at no cost the following:

- 1) The municipality will allow access and make available to the Appraiser municipal records such as previous assessment rolls and records, building permits, assessor workbook and municipal plats and maps.
- 2) Assessor will list all new construction as of January 1 and provide the Appraiser with information
- 3) Assessor will be responsible for listing of Personal Property accounts.
- 4) Village will pay cost of postage for mailing assessment notices and informational publications for public awareness.

# ARTICLE VI

This Contract has been approved and agreed upon by the Village of Allouez, and Fair Market Assessments, Inc in accordance with Chapter 60.307 of Wisconsin State Statutes.

IN WITTNESS WHEREOF, the parties hereto have set their hands this  $17^{\rm th}$  day of December, 2019

BY:	Date:
Michael Denor - Fair Market Assessments, Inc	2
APPROVED BY:	
VILLAGE OF ALLOUEZ:	
BY:	Date:
James F. Rafter, Village President	
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Brad Lange Administrator	Date: