



### **RECOMMENDED ACTION**

Village staff recommends the Village Board approve proposed contract with Fair Market Assessment Services for a five-year agreement. If the Village Board agrees with this action, the following motion could be used, ***“Motion to approve the five-year contract with Fair Market Assessment Services, LLC.”***

### **POLICY ALTERNATIVE(S)**

The Village Board could take the following actions:

- Approve with revisions
- Deny the suggested motion
- Table the suggested motion and request additional information

### **ATTACHED INFORMATION**

- I. Proposed Contract Agreement Between the Village and Fair Market Assessments, LLC

## ATTACHMENT I

### VILLAGE OF HOWARD, WISCONSIN

Contractual Agreement between the Village of Howard and Fair Market Assessments, LLC  
relative to Assessment Services

This agreement made and entered into this 23<sup>rd</sup> day of September, 2013, by the Village of Howard, hereinafter called the "Village", and Fair Market Assessments, LLC, an assessor and revaluation service, hereinafter referred to as "Assessor", for the purposes of performing assessment services for the Village of Howard.

**WHEREAS**, the Village must perform certain assessment services under state statutes, and

**WHEREAS**, the Village desires to provide such services in a professional manner with a competent, fully qualified assessment service and have such services meet deadlines by the state statutes, and

**WHEREAS**, the Assessor is desirous to provide such services and has provided such assessment services

**NOW THEREFORE**, In consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. The Village shall retain the Assessor from January 1<sup>st</sup>, 2014 through December 31, 2019, to provide all assessment services needed in accordance with state statutes and as partially detailed in the following paragraphs.
2. The assessor shall perform the following services:
  - A. Appraise and assess all taxable, non-manufacturing property within the Village by analysis of Wisconsin Department of Revenue assessments/sales ratio reports, by onsite appraisals of all new construction, remodeling, demolitions and additions, and by any other means deemed necessary to complete the assessment roll. The assessment roll shall be completed for property in existence as of the close of January 1 of each year under contract. Wisconsin statutes require the assessment roll to be completed by the first Monday of May. The assessor shall deliver such roll to the clerk fifteen days prior to the initial meeting of the annual Board of Review.
  - B. Assess all Personal Property annually by mailing the Statement of Personal Property forms to all persons subject to assessment. Work with Executive Director of Administrative Services in coordinating such mailings and aid in discovery of new and deleted accounts. Review all returns of declared value and determine assessment
  - C. Prepare and mail all assessment notices pursuant to state statute 70.365 no less than fifteen days prior to the Board of Review.
  - D. Hold open book for citizen review for at least two hours after notices of assessment have been mailed yet prior to the Board of Review.
  - E. Sign an affidavit of assessor (state statutes 70.49) before the Board of Review on a form prescribed by the Department of Revenue and attach to assessment roll. Attend the Board of Review to be held the third Wednesday of May. The assessor shall not in any court or

place of oath or testimony contradict or impeaches any affidavit or certificate made or signed by the assessor as assessor.

- F. Maintain all necessary assessment records, including maintaining the database on electronic data. Enter all new construction data into the assessment program including, but not limited to a drawing of the structure, photograph of the property and/or major improvements, square footage and all interior information.
  - G. Prepare Municipal Assessor Report, submitting the original to the Supervisor of Equalization and one copy to the clerk, by the second Monday in June.
  - H. By the second Monday in June, prepare and file the Tax Incremental District Report (TAR) for all Tax Incremental Districts (TID) within the Village.
  - I. Prepare and timely filing of the Annual Assessor Report and file any other forms by deadlines established in this agreement, the Comprehensive Duties of the Village Assessor in accordance with State Statutes.
  - J. It is understood that any and all electronic and hard copy assessment data is the property of the Village. Upon the completion or termination of this contract any and all data must be returned to the Village within 30 days.
  - K. Keep abreast of appraisal procedures, market trends and construction costs. Maintain certification required by State of Wisconsin and this contract as an Assessor II.
  - L. Receive monthly Wisconsin Real Estate Transfer Returns from the State Department of Revenue. File all monthly returns with the State no later than December 31 of the assessment year. These returns contain the assessed value, the selling price of the property, as well as attributes about the subject property.
  - M. The Village assessments are valued and stored using the program Market Drive. It is required of the Assessor to maintain all assessment data within this program as well as any intergraded programs intertwined with Market Drive.
  - N. The Assessor is required to own and maintain the assessment valuation program Market Drive. The Village will be required to pay an annual site license fee that will be paid directly to the vendor of Market Drive.
  - O. The Assessor has a website that will include assessment information that contains detailed information which is available to the public and village staff as allowed by the site license of Market Drive for the Village.
  - P. Any and all Village assessment data that is in the possession of the Assessor, whether stored at the office located at 2555 Continental Court, Green Bay Wisconsin or in transit must have adequate valuable paper insurance. Timely backups of electronic data will be performed by the Assessor that will be stored at the Village
3. It is expressly understood and agreed in the event the Assessor shall deem it necessary to employ personnel to assist in performing assessment services, then such personnel shall be employed at no cost to the Village and shall not be considered employees of the Village. The Assessor shall provide his owns transportation. The Assessor shall carry such Workers Compensation, unemployment compensation, or such other insurance as may be required by the laws of Wisconsin, the regulations of the Village of Howard, or any other governing body which may have jurisdiction thereof, to include, but not limited to: salaries, benefits, premiums for workers

compensation and social security, all income tax deductions, and any other taxes or payroll deductions required by law as pertaining to employees.

Assessor shall file a Certificate of Insurance with the Village with comprehensive general and professional liability limits of coverage acceptable to the Village when requested.

4. The relationship between the Village and the Assessor shall be one of an independent contractor and not one of employer and employee.
5. The Village will provide Village letterhead, envelopes and business cards to the Assessor. The Village will reimburse the Assessor for the cost of postage for mailing annual personal property forms and all real and personal assessment notices and all other mailings necessary to satisfactorily fulfill the requirements of the Assessor.
6. The annual compensation the Village shall pay the Assessor for his services shall be made according to the following payment schedule: The annual compensation the Village shall pay to the Assessor for his services will be the amount calculated by multiplying the number of taxable parcels and personal property accounts within the Village (excluding manufacturing parcels) by \$5.85 for each year of this contract. All calculated amounts are rounded to the nearest \$100. The parcel count shall be those in existence at January 1 of the previous year, as taken from the Statement of Assessment filed for such a period.

Payments by the Village will be made as follows:

- A. The total contract amount will be used to determine the monthly payment. The total contract amount for the current year will be used to subtract \$2,000, and divided by 12 to derive the monthly amount.
  - B. Amount calculated in 6 (A) above, will be paid by the Wednesday following the monthly Village Board meeting held the fourth Monday of each month, beginning in January, 2014.
  - C. In December, the remaining \$2,000 shall be paid with the calculated amount shall be added to the monthly amount calculated in 6 (A) above.
7. This contract does not cover services for any revaluations that the Village may decide to have performed during the term of this contract. Such services would be covered under a separate contract, which may or may not be performed by the Assessor.
  8. If either party would desire to terminate this agreement, that party may do so by giving the other party written notice prior to October 1<sup>st</sup> of each fiscal year of said contract of its intent to terminate the Agreement. Written notification shall be given by personal delivery or certified mail, return receipt requested to the following:

Village of Howard  
Paul F. Evert, Village Administrator  
2456 Glendale Avenue  
Green Bay, WI 54313

Fair Market Assessments, LLC  
Michael P. Denor  
2555 Continental Ct. Suite 2  
Green Bay, WI 54311

IN WITNESS WHEREOF, the said parties have hereunto set their hand and seal this 23<sup>rd</sup> day of September, 2013.

**FAIR MARKET ASSESSMENTS, LLC**

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Michael P. Denor – Managing Member

**VILLAGE OF HOWARD**

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Burt McIntyre, Village President

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Christopher A. Haltom, Village Clerk