

CONTRACT FOR
A
REVALUATION
AND
MAINTENANCE
2017-2021
CITY OF MILTON

MUSSER APPRAISAL SERVICE

P. O. Box 620213
Middleton, WI 53562
Phone: 608-712-0236

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P.O. Box 620213
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Phone: 608-712-0236
Email: musser.apprz@frontier.com

October 28, 2016

Dear Dan,

Enclosed you will find a five year contract for maintenance and a walk through revaluation for 2018. I am looking forward to having the opportunity to bring my knowledge and skills to this position.

I have conducted both maintenance and revaluations of municipalities in sizes ranging from the City of Superior to township size municipalities. I have assessed properties that have ranged in complexity from raw land to properties that have values over one billion dollars such as Epic Software. I also have vast knowledge of Computer Assisted Mass Appraisal or CAMA systems, as I was one of the first assessors in the State that used CAMA programs back in the mid 80's. As part of that experience, I designed many of the early CAMA applications throughout the State. In 1994 I won the WAAO research and development award for these applications.

Beginning in 2017 we would perform maintenance, but also in 2017 we would conduct all the field work for the revaluation beginning in the summer of 2017. In 2018 I again would do maintenance and also complete the revaluation in the summer of 2018. In 2019, 2020, and 2021 maintenance only would be completed. My payment schedule reflects when the load of the work would take place. I also stretched out the cost of the revaluation over 2017, 2018, and 2019.

For the revaluation, I will be using Market Drive as the software. Market Drive is by far the most used software in the State. It is presently used in 60% of the communities in Wisconsin. This becomes very important when the City ever decides to hire another assessor. The new assessor will be familiar with the software, and there will be no need to convert to different software. Software is a very long term commitment, and therefore you want to be using software that is written for Wisconsin assessors, and is continually updated to reflect the constant law changes that affect assessment administration.

I believe with my vast experience I would be a good fit for Milton. Also the fact that I am a one man office you would always be communicating with the same person throughout the years as opposed to larger firms that change people around from project to project each year. This advantage gives a more personal touch.

Sincerely,



Paul R. Musser
Musser Appraisal Service

REVALUATION and MAINTENACE CONTRACT FOR 2017-21
between
MUSSER APPRAISAL SERVICE
and
CITY OF MILTON

THIS AGREEMENT by and between MUSSER APPRAISAL SERVICE hereinafter referred to as “MAS” and the CITY OF MILTON, Wisconsin, hereinafter referred to as “CITY”.

WITNESS: MAS and the CITY for the consideration stated herein agree as follows:

ARTICLE I - Responsibility of MAS regarding 2018 Revaluation.

1. MAS will perform the duties of the Statutory Assessor as defined in Chapter 70, Wisconsin Statutes and/or adopted and promulgated by the Wisconsin Department of Revenue as of the date the agreement and/or as subsequently amended.
2. MAS will check measurements, inspect, appraise and compute the market value for all locally assessed property. An attempt will be made to enter all major structures.
3. MAS will use the computer assisted mass appraisal software Market Drive.
4. The Market Drive software will remain the property of MAS. Data files will be the property of the City.
5. MAS will send out post cards to all property owners requesting an interior inspection. If there is no response, MAS will send out a final post card.
6. Start inspections in May of 2017.
7. Take digital photos of all buildings.
8. Responsible for all cost of printing and postage of *Request for Inspection* notices.
9. Post assessment data on line at assessordata.org for Open Book and after Board of Review.
10. Assessments will be as of January 1st 2018.
11. MAS will schedule all appointments for the revaluation.

ARTICLE II – Responsibility of MAS regarding Annual Maintenance.

1. Review and assess all properties that have had building permits issued, and assess all property with partial assessments from previous year.
2. Conduct annual assessment sales ratio study to determine amount of equity between property owners.
3. Review and respond to any inquires or complaints concerning assessed values.
4. Mail out personal property forms to all businesses within the City.
5. Follow up with phone calls to businesses that have not responded to the personal property form.
6. Hold open book review as needed. Allow at least 20 minutes for assessment reviews with any one taxpayer.
7. Prepare for and attend Board of Review meetings.
8. Submit all final reports to the Wisconsin Department of Revenue.
9. Maintain electronic property records of all property in the City.
10. Attend informational meetings with any City Board upon request.
11. In the event of any appeal to the Department of Revenue or to the Courts, MAS will be available to furnish testimony in defense of the values.
12. Carry out the day to day responsibilities of the assessor's office and assist City staff in the area of assessment administration.
13. Review classification of Ag parcels each year for "Use Value Assessments".
14. It is understood that all assessment records, notes, field cards, personal property forms, digital photos, and any digital data is wholly owned by the City, and upon termination of this contract by either party, the said records will be returned to the City within 15 days of any termination letter.
15. Responsible for cost of hosting fees for electronic data at assessordata.org.

ARTICLE III - Responsibilities of the City

1. Make available access to any pertinent records for the conduct of the office of assessor.
2. Provide City window envelopes for mailing assessment notices and personal property forms.
3. Provide postage and printing of cover letter on Milton letter head for assessment change notices for revaluation.
4. Provide City photo ID for all field staff.

ARTICLE IV - Compensation

For the performance of this contract the City shall compensate MAS \$62,000 for the revaluation and \$18,000/year for maintenance. Payments shall be made according to the attached payment schedule for both the revaluation and assessment maintenance for 2017-2021.

ARTICLE V - Duration/Termination

1. This agreement shall commence on the date of signing, and will run till December 31st 2021.
2. Either party may terminate this contract with or without cause, upon sixty days written notice to the other party. Upon termination MAS shall deliver to the City all records, documents, and electronic data pertaining to the City's official assessment records. Between the time of notice and termination MAS shall continue to carry out, in good faith, its obligations and cooperate as may be necessary with the subsequent assessor in accomplishing an orderly transition. Payments due to MAS under this agreement shall be prorated to the effective date of termination.

ARTICLE VI- General Agreements

1. All personnel providing services shall be currently certified in compliance with s.70.005 and 73.09 and the administrative rules prescribed by the Department of Revenue.
2. Records prepared or maintained in connection with assessments in the City shall at all times be and remain the sole property of the City.
3. All employees and agents and representatives of MAS shall conduct themselves in a safe, sober and courteous manner while performing services within the City.
4. Paul Musser, being responsible for the City's assessments shall file the official oath as required by s. 19.01, Wis. Stat. And sign the affidavit of the assessor attached to the assessment roll under s. 70.49, Wis. Stat.
5. MAS will follow all laws and procedures as written by the State of Wisconsin concerning the execution of the Office of the Assessor as of the signing of this contract. Any new laws or procedures that may be changed in the future will need to be negotiated between two parties.

ARTICLE VII - Insurance

1. MAS will maintain full insurance coverage to protect and hold harmless the City which is to include: worker's compensation in compliance with State Laws; comprehensive general and public liability covering all operations; comprehensive automobile liability and property damage with coverage to include owned hired and non-hired motor vehicles used by MAS with the following minimum limits:
 - AUTOMOBILE INSURANCE:
 - Bodily Injury: \$100,000/Person \$300,000/Occurrence
 - Property Damage \$300,000/Occurrence
 - GENERAL BUSINESS LIABILITY INSURANCE:
 - \$1,000,000 each Occurrence/\$4,000,000 Aggregate
 - PERSONAL LIABILITY UMBERLLA INSURANCE:
 - \$1,000,000 each Occurrence
2. It is understood that loss of records either kept within the City or outside the City is covered under the City's insurance against loss of records.
3. Certification of all required insurance will be supplied upon request. All insurance premiums shall be paid in a timely manner and be without cost whatsoever to the City.

ARTICLE VIII – Personnel

All maintenance work through all 5 years will be performed by Paul Musser. All residential inspections during the revaluation will be performed by Wisconsin Certified Appraisers from Pohlkamp and Associates. Pohlkamp and Associates are sub-contractors that will carry their own insurance.

Signatures

Submitted this 31st day of October 2016.

Paul R. Musser dba
MUSSER APPRAISAL SERVICE

Paul R. Musser dba Musser Appraisal Service

Mailing Address:

P.O. Box 620213
Middleton WI 53562

Fax: (920) 478-7338
Phone: (608) 712-0236

Acceptance by City:

The terms of the attached agreement are hereby accepted this _____ day of _____, 2016.

CITY OF MILTON

City Representative

	2017 Maint.	2017 Reval.	2018 Maint.	2018 Reval.	2019 Maint.	2019 Reval.	2020 Maint.	2021 Maint.
January	\$3,000		\$3,000		\$3,000	\$10,000	\$3,000	\$3,000
February	\$3,000		\$3,000	\$5,000	\$3,000		\$3,000	\$3,000
March	\$3,000		\$3,000	\$5,000	\$3,000		\$3,000	\$3,000
April	\$3,000	\$7,000	\$3,000	\$5,000	\$3,000		\$3,000	\$3,000
May	\$3,000	\$5,000	\$3,000	\$5,000	\$3,000		\$3,000	\$3,000
June	\$1,000	\$5,000	\$1,000		\$1,000		\$1,000	\$1,000
July		\$5,000						
August		\$5,000						
September	\$2,000	\$5,000	\$2,000		\$2,000		\$2,000	\$2,000
October								
November								
December								
Total Maintenance Cost	\$18,000		\$18,000		\$18,000		\$18,000	\$18,000
Total Revaluation Cost		\$32,000		\$20,000		\$10,000		Total Reval. \$62,000

Total Each Year	
2017	\$50,000
2018	\$38,000
2019	\$28,000
2020	\$18,000
2021	\$18,000
Total	\$152,000