

RESOLUTION 2016-15

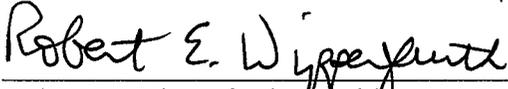
**RESOLUTION REGARDING THE EXECUTION OF A 2017 REVALUATION
ASSESSMENT CONTRACT**

WHEREAS, the Village Board finds that the Village of Windsor has a need to acquire a consultant for assessment services of real and personal property for tax purposes;

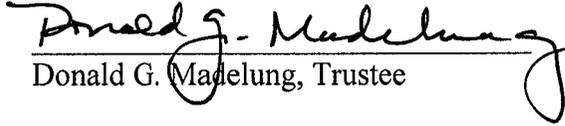
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby approves engagement of Equity Appraisal, LLC to perform such assessment services in accordance with the contract attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 18th day of February, 2016, by a vote of 4 in favor and 0 opposed.

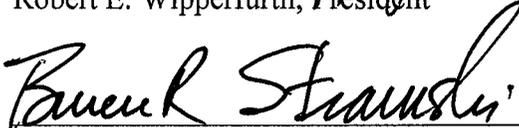
Village of Windsor



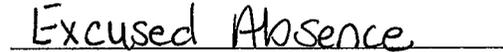
Robert E. Wipperfurth, President



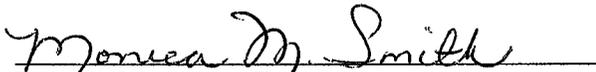
Donald G. Madelung, Trustee



Bruce Stravinski, Trustee



Alan Buchner, Trustee



Monica M. Smith, Trustee

Attest:



Tina Butteris
Deputy Clerk

VILLAGE OF WINDSOR 2017 REVALUATION ASSESSMENT CONTRACT

This Contract is made this 1st day of January 2017, by and between Equity Appraisal, LLC (hereinafter "Appraisers") and the Village of Windsor, 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. **Exterior field review of all parcels.**
2. 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.
3. Make parcel splits as they occur. This shall include the application of new land description to the field cards, and update the land sketches and land calculations.
4. 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.
5. Place all values in the assessment roll and ensure that all value change notices are sent to property owners.

6. Attend Open Book and Board of Review in order to complete the work of the Village.
7. Incur all vehicle expenses, without reimbursement from the Village.
8. Computerize all assessment records.

SECTION TWO OBLIGATIONS OF THE VILLAGE

Village agrees to provide the following:

1. In consideration of the Appraisers performance hereunder, Village of Windsor shall pay the Appraisers the sum of **Seventy Three Thousand and NO/100 Dollars (\$73,000.00)**. Payments shall be paid monthly based on percentage of work completed, with full payment due upon completion of Board of Review.
2. Store all records necessary for the performance of Appraisers obligations and allow Appraisers access to such records at all reasonable hours.
3. Provide the Appraisers with current addresses of all property owners in the Village.
4. Pay all the miscellaneous expenses incurred, unless as specified herein, such as postage for mailing notices and entry requests.

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

The work to be performed under this contract will be performed entirely at the Appraisers risk, and Appraisers assume all responsibility for damages resulting from the inspection of properties in the Village; provided, however, the Village will indemnify Appraiser from any claims or liabilities incurred because of the establishment of any appraised value of the properties.

**SECTION FIVE
DURATION**

This contract shall commence on January 1st, 2017 and shall terminate upon completion of Board of Review 2017. However, this contract may be extended by written consent of both parties hereto.

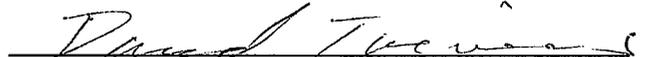
**SECTION SIX
MISCELLANEOUS**

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 18 day of FEBRUARY, 2016.

Equity Appraisal, LLC

Appraisers



David Toennies

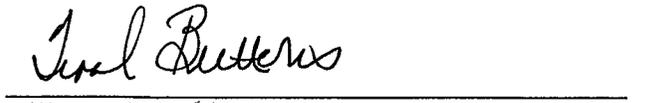


Stephen Mahlik

Village of Windsor



Village Chairman



Village Clerk (Deputy)

**Equity Appraisal LLC
P.O. Box 620476
Middleton WI, 53562
(608) 826-0009**