

**REVALUATION and MAINTENACE CONTRACT FOR 2023-25**

**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 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](http://assessordata.org).

## **ARTICLE II - 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.

## **ARTICLE III - Compensation**

For the performance of this contract the City shall compensation of \$20,000 for 2023, \$21,000 for 2024, and \$22,000 for 2025. Payments shall be made according to the attached payment schedule.

## **ARTICLE IV - Duration/Termination**

1. This agreement shall commence on the date of signing, and will run till December 31<sup>st</sup> 2025.
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 V- 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 VI - 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 VII – Personnel**

All maintenance work through all 3 years will be performed by Paul Musser.

**Signatures**

Submitted this 14th day of July, 2022.

Paul R. Musser dba  
MUSSEY APPRAISAL SERVICE

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Paul R. Musser dba Musser Appraisal Service

Mailing Address:  
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Waterloo, WI 53594

Email [musser.appraisal@gmail.com](mailto:musser.appraisal@gmail.com)

Phone: (608) 712-0236

Acceptance by City:

The terms of the attached agreement are hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

CITY OF MILTON

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City Representative

