

File Number

R-2004-0087

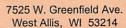
Title

Resolution

City of West Allis Matter Summary

Status

In Committee



Resolution approving independent contractor agreement between the City of West Allis and Market Valuations LLC (Allan Land) for commercial property valuation services. Controlling Body: Administration & Finance Introduced: 3/16/2004 Committee COMMITTEE RECOMMENDATION MOVER SECONDER AYE NO PRESENT **EXCUSED** ACTION Barczak DATE: Czaplewski Kopplin MAR 1 6 2004 Lajsic Narlock Reinke Sengstock Trudell Vitale Weigel TOTAL SIGNATURE OF COMMITTEE MEMBER (RECORDER) Chair Vice-Chair Member COMMON COUNCIL ACTION SECONDER MOVER NO PRESENT **EXCUSED** ACTION Barczak DATE: Czaplewski Kopplin 3-16-04 Lajsic Narlock Reinke Sengstock Trudell Vitale Weigel TOTAL

ASSESSOR finance

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski V.C.: Alderperson Kopplin Alderpersons: Barczak

> Lajsic Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderpersons: Kopplin

Lajsic Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak V.C.: Alderperson Sengstock Alderpersons: Kopplin

Trudell Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderpersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderpersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

Resolution

File Number: R-2004-0087 Final Action: MAR 1 6 2004

Resolution approving independent contractor agreement between the City of West Allis and Market Valuations LLC (Allan Land) for commercial property valuation services.

WHEREAS, Allan Land, Assistant Assessor for the City of West Allis, resigned on March 5, 2004; and,

WHEREAS, there continues to be a need for someone to provide commercial property valuation services for the City until the 2004 revaluation is completed and his vacant position is filled; and,

WHEREAS, Allan Land, through Market Valuations LLC, has indicated his willingness to work for the City as an independent contractor in this regard.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached agreement between the City of West Allis and Market Valuations LLC (Allan Land), to provide commercial property valuation services, be and is hereby approved.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute said agreement on behalf of the City.

ADM\ORDRES\ADMR250

ADOPTED

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

Jeannette Bell, Mayor

CONTRACT FOR REVALUATION OF COMMERCIAL ASSESSMENT RECORDS CITY OF WEST ALLIS 2004

Proposed agreement: by and between Market Valuations LLC, hereinafter called "MV" and the City of West Allis, Milwaukee County, Wisconsin, hereinafter called the "City".

The City and MV for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: having familiarized itself with the local conditions affecting the cost of work to be done, and the Standard Specifications for the revaluation of Commercial Real Property records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, MV hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with the State Statutes regarding the assessment of Commercial Real Property on behalf of the City and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION AND PAYMENT SCHEDULE: the City shall pay MV for the performance of the contract the total sum of \$49,300 for work identified in article I above, in the following manner:

2004	
Signing of Contract (March)	\$7,395
April 1	\$7,395
May 1	\$7,395
June 1	\$7,395
July 1	\$7,395
August 1	\$7,395
Close of the Board of Review	<u>\$4,930</u>
	\$49,300

ARTICLE III

GENERAL AGREEMENTS:

- 1) The contract will begin effective March 8, 2004 and end at the close of the Board of Review hearings or August 31, 2004, whichever is later.
- 2) All normal duties and functions of MV and set forth in the Wisconsin State Assessor's Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 of the Wisconsin Statutes.
- 3) The above fee includes any and all normal assessment duties during the contract's duration, including: No additional charges for attendence at the Board of Review or any preparation therefore.
- 4) MV will be provided with a Virtual Private Network to be linked to Market Drive. The link will remain the property of the City of West Allis and will end at the completion of this agreement.

- 5) MV is to be considered an Independent Contractor hired to temporarily fill the Assistant Assessor position and is not subject to withholding tax. Also no fringe benefits are included as compensation.
- 6) Mileage is included in the contract price. No additional charges will be made for mileage.
- 7) MV shall provide and maintain accurate parcel identification for all Commercial Real Estate parcels pursuant to Chapter 70 Wisconsin State Statutes and the Wisconsin Property Assessment Manual.
- 8) MV shall maintain current assessment records in their present format and update values to reflect changes made for the 2004 assessment year. All maintenance will be done in compliance with the Wisconsin Property Assessment Manual guidelines.
- 9) MV will be available for formal "Open Book" conferences in compliance with Chapter 70 Wisconsin State Statutes governing Open Book Procedures. Discussions with taxpayers will take place throughout the duration of the contract to handle their questions and concerns.
- 10) Completion of the Commercial Assessment Roll will be completed on or before August 31, 2004.
- 11) Any unforeseen delays on the part of the City regarding hardware or software problems will extend the due date of the completed Commercial Roll by the same amount of days needed to correct such delays, no additional compensation will be included.
- 12) MV will be in attendance at meetings of the Board of Review to defend and furnish testimony in defense of the Commercial valuations established in that signed roll per Chapter 70 Wisconsin State Statutes.
- 13) The City will provide to MV, access to the Market Drive assessment system through the internet so assessment work can be completed outside the regular city office hours.
- 14) All documentation and records developed under this agreement shall be the property of the City.
- 15) This agreement assumes a minimal completion of 274 parcels per month.

SUBMITTED TO THE CITY OF WEST ALLIS THIS 11. DAY OF Morch	_, 2004
Alle 6. Zon	
Allan G Land	
Market Valuations LLC	
387-76-1795	
Social Security Number	
Address: WILT NSIDT Grey Log Lu	
Manomonee Falls, WI 53051	

ACCEPTANCE BY CITY:
The above proposal, terms and general agreements are hereby accepted, this day of, 2004.
CITY OF WEST ALLIS
By Mulo 7. Amo Charles Ruud, City Assessor
COMPTROLLER CERTIFICATION:
This contract is countersigned this
Approved as to form this
Scott Post, City Attorney

ADM\MISC\LAND.INDEPCONT AGMT 04