

**RESOLUTION 2022-65
(10-18-2022)**

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND LEGAL
COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING ENTERING INTO A
THREE YEAR ASSESSMENT SERVICE AGREEMENT WITH DH ASSESSMENTS, LLC
FOR YEARS 2023 THRU 2025**

WHEREAS, DH Assessments, LLC provides Assessment Services for the Village of Sturtevant, Racine County; and

WHEREAS, the Village of Sturtevant has been utilizing the services DH Assessments, LLC for many years; and

WHEREAS, it is important to have DH Assessments, LLC provide Assessment Services to the Village of Sturtevant.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a three-year agreement with DH Assessments, LLC which provides Assessment services to the Village of Sturtevant at a cost of \$33,640.00 for 2023 and a base cost of \$27,000, \$2,250 per month for the years 2024 and 2025.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.
3. That the funds for said contract shall be taken from account 101-51530-290.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 18th day of October 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

DH ASSESSMENTS, LLC

4036 Wickford Place, Racine, WI 53405
Phone: (262) 498-7473 (Cell)
Email: jhenke4737@gmail.com

August 22, 2022

Amanda Gain – Village Administrator/Treasurer, Village of Sturtevant

Re: Assessment Service Agreement – 3 Years (2023 thru 2025)

Attached are two signed copies of the Assessment Service Agreement for calendar 2023, 2024 and 2025.

Calendar 2023 will be a maintenance assessment year, and calendar 2024 or 2025 will be determined to be either a maintenance assessment or an interim Market Update (revaluation) based on the Village Board's approval in late calendar 2023.

Basically, the annual base cost is \$27,000, \$2,250 per month. Below is an estimated breakout for calendar 2023 that can be used for 2023 budgetary process.

Base Annual Cost	\$27,000
Open Book reviews & Board of Review (12 hours X \$70 / hour)	\$ 840
Market Drive Software - Estimate (1/2 Annual cost)	\$ 600
State Mfg Estimate Charge	\$ 5,200
Estimated 2023 Assessment Cost	\$33,640

I would recommend that upon approval of the 2023 budget, the Village Board has approved the service agreement as part of the budget process and the Village President, and you sign the service agreement at that time.

Sincerely,



Jim Henke – Village Assessor

101-51530-290

SERVICE AGREEMENT

ASSESSMENT SERVICES FOR THE VILLAGE OF STURTEVANT, RACINE COUNTY

This service agreement is made and entered into by and between the VILLAGE OF STURTEVANT, Racine County, located at 2801 89TH Street, STURTEVANT, WI 53177 ("the VILLAGE") and DH Assessments, LLC located at 4036 Wickford Place, Racine, WI 53405 ("the CONTRACTOR").

PROFESSIONAL RESPONSIBILITY FOR ASSESSMENT OF PROPERTIES

The CONTRACTOR shall perform contract services substantially in accordance with the requirements of the State of Wisconsin Department of Revenue per Chapter 70 of the Wisconsin Statutes. The CONTRACTOR shall perform all necessary duties in preparing and finalizing the annual assessment roll. The CONTRACTOR hereby agrees to perform all essential tasks and to complete in a professional manner all of the work required to assess the real property and personal property within the VILLAGE as of January 1st of each year of this service agreement.

SCOPE OF SERVICES

The CONTRACTOR shall perform all necessary assessment duties in accordance with Chapter 70 of the Wisconsin Statutes. The CONTRACTOR shall perform all assessments in compliance with the Wisconsin Assessment Manual, as updated, and shall provide all such data to the Board of Review in sufficient time each year so that it can carry out its responsibilities in conformity with the requirements of the law. The CONTRACTOR shall provide only such assessment personnel who are certified as set out in the Scope of Services and shall designate Jim Henke as statutory Assessor 2, or Dan McHugh as an alternate statutory Assessor 2.

INDEPENDENT CONTRACTOR

The CONTRACTOR is not an employee of the VILLAGE and therefore, is not eligible for Village's employee benefits. The CONTRACTOR is further required to pay self-employment taxes, if any, and pay any other state and federal taxes, as the VILLAGE will not withhold any taxes from any compensation paid to the CONTRACTOR. The CONTRACTOR understands and agrees that it is not entitled to worker's compensation or unemployment insurance coverage.

HOURS OF SERVICES (AVAILABILITY)

The CONTRACTOR shall have complete control of the hours of service; however will provide the VILLAGE with e-mail addresses, a cell phone number and other designated phone addressing locations for day-to-day contacts. The CONTRACTOR will reply within a reasonable time period to assessment related questions/issues and will make itself available upon request of the VILLAGE Board, VILLAGE Officers, or the Board of Review. In addition, the CONTRACTOR shall make appropriate arrangements for review of any parcel(s) of land/building(s) with VILLAGE property owners under reasonable circumstances and at reasonable times.

STAFFING

The CONTRACTOR shall provide only certified personnel to perform assessment tasks as outlined within the State Statutes and has the sole right to control personnel so assigned.

THIRD PARTY CONTRACTS

The CONTRACTOR shall have the right to contract with other Municipalities. The CONTRACTOR agrees that if subcontract work is required by this Agreement, the CONTRACTOR will provide the Village proper notice of the state certification of personnel by written notice.

LENGTH AND TERMINATION OF AGREEMENT

This service agreement shall be for a period beginning January 1, 2023 through December 31, 2025 (36 months). This Agreement may be terminated by either party by giving ninety (90) days written notice to the other, before the effective date of termination. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

INSURANCE: LIABILITY AND WORKER'S COMPENSATION

The CONTRACTOR shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from an act or omission of the CONTRACTOR, the CONTRACTOR agents and employees in the execution of work and shall be responsible for any and all of the CONTRACTOR agents and employees whether within or without the scope of employment while performing acts ostensibly under the terms of this contract. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the VILLAGE naming the VILLAGE as additional insured during the term of this contract. Limits of liability shall not be less than:

Worker's Compensation	Statutory
Bodily Injury – Primary	\$1,000,000
Property Damage – Primary	\$1,000,000
Comprehensive Auto Liability Including	
Non-Ownership Coverage – Primary	\$1,000,000
Umbrella General Liability	\$1,000,000

PUBLIC RELATIONS FOR REVALUATION

During the progress of the work, the CONTRACTOR and its employees will endeavor to promote understanding and amicable relations with taxpayers and the public. The VILLAGE and the CONTRACTOR shall cooperate in maintaining good public relations during the assessment process and throughout the Revaluation Program. The CONTRACTOR shall furnish qualified speakers and the VILLAGE Clerk shall arrange speaking appearances before periodic meetings of interested civic groups, clubs and public meetings so that the purpose, methods and procedures of the revaluation program may be explained to as large a representative group of taxpayers as possible. Public meetings may be held prior to or along the course of the revaluation program at which time a qualified company representative will be present to explain the procedures and answer questions. The VILLAGE and the CONTRACTOR shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information to every interested taxpayer; however, each field CONTRACTOR shall be instructed to refrain from discussing with the property owner, tenant or occupant the possibility of increase or decrease in the valuation of the real property and/or buildings.

INDEMNIFICATION

Except as provided below, the CONTRACTOR agrees to defend and indemnify and save harmless the Village, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for the personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the CONTRACTOR, its agents, or employees and with respect to the degree to which the VILLAGE is free from negligence on the part of itself, its employees or agents.

The VILLAGE agrees to defend and indemnify and save harmless the CONTRACTOR, its officers, agents and employees against all claims, demands, payments, suits actions, recovery and judgments of every kind and description arising out of any valuation disputes, except to the extent such claims, demands, payments, suits, actions, recovery and judgments are based upon or arise out of the alleged negligence of the CONTRACTOR, it officers, agents and employees.

CONFIDENTIALITY AND OWNERSHIP OF DATA

The CONTRACTOR shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement. Disclosure of this or any appraisal information to any individual, firm or corporation, other than appropriate public officials or their authorized agents is expressly prohibited and if done before completion of this project, will be considered a violation of the contract.

Data collected is the property of the Village. The software (Market Drive) is licensed to DH Assessments, LLC to carry out assessment-related duties. Data used by the CONTRACTOR in the service contemplated herein shall remain the property of the Village, and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the Village.

COMPENSATION

The VILLAGE shall pay the CONTRACTOR for the services under this agreement the following in monthly payments, commencing January 1, 2023.

2023 - Year I	\$2,250	\$27,000 annually
2024 - Year II	\$2,250	\$27,000 annually
2025 - Year III	\$2,250	\$27,000 annually

The annual Compensation reflects the “Annual Review/Maintenance” (Page 7) for real and personal property as outline by the Department of Revenue. The term “Interim Market Update” means that all property both real and personal within the VILLAGE will be assessed (valued) based on current market data, change of ownership and other market related characteristics to be in compliance with the Department of Revenue Annual Assessment requirements to determine “full value” or the “aggregate assessment level” for that given annual assessment cycle – as of January 1st of each year, and when an “Interim Market Update” is performed, this will require a 30% increase in the annual fee, which will be billed upon completion of the Board of Review.

The monthly (annual) compensation amounts cover all aspects of the Wisconsin – Department of Revenue reporting. However, Open Book and Board of Review hourly requirements and if additional hours are required related to legal issues and/or other related court appeals, other Village reporting, that hourly rate will be billed at \$70.00 per hour. The VILLAGE is responsible for any legal related court cases, (i.e.) municipal attorney costs and mailing costs for mass mailings, (i.e.) assessment increase notices, public relations materials, etc. Finally, the VILLAGE reserves the right to withhold payment to the extent that services have not been performed to guarantee sufficient funds to ensure those completed services will be provided.

RESPONSIBILITY OF THE VILLAGE

Due to the need by the VILLAGE of documented information contained in its computers to be available to staff, the CONTRACTOR will be allowed access to the offices and use of the office space in which the necessary data will be supplied by computer. The CONTRACTOR will not use computer or office space to service any accounts other than the Village's account. The CONTRACTOR will be provided access to all property record cards, building permit applications and/or drawings and other related applications for business approval, computer hardware and software relating to the assessment function (Market Drive). The VILLAGE will cover the annual computer software upgrade and/or maintenance cost for the Market Drive Software at the rate of 30 cents per parcel (real estate & personal property), billed upon completion of the Board of Review.

ARBITRATION

Both parties agree that it is in their mutual best interests to resolve disputes in a cooperative manner. Except as set forth in this article, any controversy or claim arising out of or relating to this Agreement, which cannot be settled by direct negotiation, shall be settled in binding arbitration before a single arbitrator in a location of the Village's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

ENTIRE AGREEMENT

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the CONTRACTOR and by a duly authorized official of the Village.

MISCELLANEOUS

This agreement shall be interpreted under the laws of the State of Wisconsin for all matters relating to the contract and the venue and jurisdiction or any disputes arising between the parties shall be in Racine County.


ORGANIZATION, AUTHORIZATION AND BINDING EFFECT

The CONTRACTOR is a limited liability company legally organized and validly existing under the laws of the State of Wisconsin and is duly qualified as a limited liability company to do business and is in good standing in every jurisdiction in which the nature of its business or the ownership of its property requires qualification.

The execution and delivery of this Agreement and the performance by the CONTRACTOR of its obligations under this Agreement, are within its power, have been duly authorized by proper action on the part of the CONTRACTOR, are not in violation of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, the Articles of Organization or Operating Agreement of the Company or the terms of any agreement, restriction or undertaking to which the Company is a party or by which it is bound, and do not require the approval or consent of any governmental body, agency or authority or any other person or entity.

All of which is agreed to this _____ day of _____, 2022.

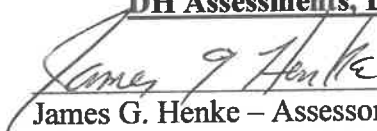
VILLAGE OF STURTEVANT


By: 
Village President – Mike Rosenbaum

Attest:

Administrator/Treasurer – Amanda Gain

DH Assessments, LLC


James G. Henke – Assessor 2
Certification #: WI10268CA


Dan McHugh – Assessor 2
Certification #: WI15708CA

ANNUAL ASSESSOR REQUIREMENTS BY ASSESSMENT TYPE

	Full Revaluations	Exterior Reevaluation	Interim Market Update	Annual Review/Maintenance
Appropriately when	PRC is outdated or inaccurate. OR assessment uniformly is poor. OR full reevaluation hasn't been done in 10 years. OR assessment uniformly is poor. OR re-assignment is required per statute 70.75.	Most PRC information can be verified by exterior inspection within past 6-9 years.	PRC is deemed reliable. AND full reevaluation completed within past 5 years. AND assessment level showed unacceptable degree of variance in some neighborhoods or classes.	PRC is deemed reliable. AND reevaluation was completed within past 5 years. AND assessment level during previous assessment year is within acceptable parameters.
Real Property affected	All property	All property	Changes identified in column A PLUS Analysis of problem areas identified from previous assessment year.	Annexed properties Change in exemption status Demolitions & fire damage New construction Change in classification Parcels with ongoing construction Change in legal description Change in zoning As necessary
Land Study	On site inspection	On site inspection	As necessary	As necessary
Inspect Exterior	All Buildings	All Buildings	Buildings w/changes	Buildings w/changes
Inspect Interior	All Buildings	Buildings w/tranges	Buildings w/changes	Buildings w/changes
Building Measurements	Measure all buildings	Measure or verify as needed	Measure or verify as needed	Measure or verify as needed
Photos	All primary buildings	As necessary	As necessary	As necessary
Sketches	All primary buildings	As necessary	As necessary	As necessary
Analyze neighborhoods, property types, trends	Required	Required	Required. Results determine whether assessment is full value or appropriate assessment level	Optional
Property Record Card (PRC)	Create new	Update/create new as needed	Update/create new as needed	Update/create new as needed
Review classifications	Required	Required	Required	Required
Validate usability of sales	Required	Required	Required	Required
Verify sales attributes	Required	Required	Required	Required
Parcels to be visited	All Parcels	All Parcels	Parcels with changes	Parcels with changes
Review / revalue properties	All Parcels	All Parcels	Parcels with changes	Parcels with changes
Assessment level	Full Value	Full Value	Aggregate assessment level or full value as appropriate	Aggregate Assessment
Mail Notice of Change in Assessment	Only if assessment changes	Only if assessment changes	Only if assessment changes	Only if assessment changes
Discovery & assessment of Personal Property	Required	Required	Required	Required
Add omitted property to roll (Stat 70.44)	Required	Required	Required	Required
Correct errors on roll (Stat 70.43)	Required	Required	Required	Required
Hold open book / attend BOR	Required	Required	Required	Required

* change in color across a row indicates a change in the level of task work required compared to the preceding assessment type

Revised 01/10