



BOARD OF SUPERVISORS MEETING

Wednesday, January 22, 2025 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, January 8, 2025 Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of 2 minutes per person. **Public comment is not permitted outside of this public comment period.** **Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the December 2024 Winnebago County Tonnage Report.

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Winnebago County Sheriff's Department – Public Concerns and Issues
- B. Larsen/Winchester Sanitary District Report
- C. Administrator's Report
- D. Chair & Supervisor Reports

BUSINESS

- A. Review/Discussion: Town Board review & discussion of the Town's existing and future Geographic Information System (GIS) mapping capabilities.
- B. Discussion/Action: Town Board review & consideration of Ordinance 2025-001 Amending Ordinance 2019-017 Adopting Dwelling and Building Codes & Creating the Position of Building Inspector.
- C. Discussion/Action: Town Board review & consideration of a proposed renewal Contract for Full Value Maintenance Assessment Services presented by Associated Appraisal Consultants.

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Feb 5 & 19; March 5 & 19; Apr 2 & 16

- B. Plan Commission (6:30 pm start unless otherwise noted) - Feb 12; March 12; April 9

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

1. The Town Hall Posting Board – 8348 Hickory Ave, Larsen, WI 54947
2. The Town's Web Page: --



BOARD OF SUPERVISORS MEETING

Wednesday, January 08, 2025 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER – Chair Geise called the meeting to order at 6:30 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Town Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson
 Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Fietzer
 Attorney LaFrombois - virtual

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, December 18, 2024 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the minutes of the Wednesday, December 18, 2024 Town Board Meeting as presented.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA – NONE

CORRESPONDENCE

- A. Distribution of the December 2024 Building Inspection Report

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff’s Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report
- E. Administrator's Report
- F. Chair & Supervisor Reports

NEW HIRES

- A. Jennifer Johnson, Administrative Assistant - December 31, 2024

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Zechariah Mathe, The Larsen Tavern

BUSINESS

- A. Discussion/Action: Town Board review & consideration of setting the date and time for the annual Holiday Gathering for Staff, Board, Commission, & Committee members.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - Jan 22; Feb 5 & 19; March 5 & 19
- B. Plan Commission (6:30 pm start unless otherwise noted) - Jan 15; Feb 12; March 12

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 6:58 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD
2024 RECYCLING TONNAGE REPORT**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD	
	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	SS Tons	
T. Algoma	48.78	57.51	55.09	38.92	44.79	36.13	37.57	66.86	44.27	40.89	39.64	40.76	551.21	T. Algoma
T. Black Wolf	16.36	20.52	14.97	17.86	25.28	20.77	21.84	25.71	16.49	19.73	21.19	19.38	240.10	T. Black Wolf
T. Clayton	41.50	27.60	27.02	39.08	35.49	34.07	42.28	31.18	34.87	35.03	31.91	47.84	427.87	T. Clayton
V. Fox Crossing	118.23	100.41	96.94	101.86	124.54	85.16	102.46	112.97	103.37	116.14	100.60	106.42	1269.10	V. Fox Crossing
T. Neenah	28.08	25.51	21.28	22.03	33.46	28.36	19.74	31.07	25.68	31.56	28.61	27.39	322.77	T. Neenah
T. Nekimi	9.23	6.70	6.89	8.52	11.21	8.04	11.24	8.47	6.37	8.56	8.11	7.91	101.25	T. Nekimi
T. Omro	12.75	7.45	7.95	11.16	9.44	9.60	10.80	8.49	10.13	6.84	8.51	12.49	115.61	T. Omro
T. Vinland	17.76	12.31	11.17	16.82	14.70	14.12	18.22	15.67	11.54	14.82	13.68	16.92	177.73	T. Vinland
T. Winchester	12.58	11.94	11.73	3.66	13.88	11.88	10.29	17.24	11.61	12.12	14.28	16.58	147.79	T. Winchester
T. Winneconne	17.27	21.21	20.41	15.06	10.94	15.36	12.25	21.75	17.69	11.94	2.41	7.20	173.49	T. Winneconne
T. Wolf River	9.05	6.95	6.25	5.86	7.21	7.76	9.41	8.23	6.46	6.66	7.87	3.51	85.22	T. Wolf River
V. Winneconne	13.28	13.59	14.89	11.72	17.61	16.22	15.39	10.32	9.80	17.81	11.25	19.26	171.14	V. Winneconne
C. Menasha	136.60	81.09	104.30	112.07	96.12	135.77	101.71	132.33	81.69	129.39	87.86	128.46	1327.39	C. Menasha
C. Neenah	182.85	151.44	151.85	174.66	184.49	169.47	191.95	169.90	164.97	167.99	165.15	173.95	2048.67	C. Neenah
C. Omro	12.75	21.42	21.10	18.48	20.55	20.97	21.16	29.05	18.55	17.15	17.16	17.55	235.89	C. Omro
C. Oshkosh	337.77	294.93	284.63	320.91	332.79	318.26	347.11	327.87	288.28	292.91	300.47	317.28	3763.21	C. Oshkosh
Other SS	257.02	235.29	276.81	333.12	340.33	241.23	295.38	345.89	226.42	153.55	241.54	332.44	3279.02	Other SS
TOTAL TONS	1271.86	1095.87	1133.28	1251.79	1322.83	1173.17	1268.80	1363.00	1078.19	1083.09	1100.24	1295.34	14437.46	TOTAL TONS

	Population	SS lbs./person		Population	SS lbs./person		Population	SS lbs./person
T. Algoma	6,939	158.87	T. Omro	2,375	97.36	C. Menasha	18,576	142.91
T. Black Wolf	2,422	198.27	T. Vinland	1,757	202.31	C. Neenah	27,560	148.67
T. Clayton	4,394	194.75	T. Winchester	1,784	165.68	C. Omro	3,629	130.00
V. Fox Crossing	19,113	132.80	T. Winneconne	2,637	131.58	C. Oshkosh	66,986	112.36
T. Neenah	3,669	175.94	T. Wolf River	1,210	140.86			
T. Nekimi	1,325	152.83	V. Winneconne	2,519	135.88	Total	166895	133.72

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & discussion of the Town's existing and future Geographic Information System (GIS) mapping capabilities.

Nicole Barbiaux, GIS Coordinator from Cedar Corp will be giving a short presentation on the mapping capabilities the Town has available. This presentation is informational only.

DISCUSSION ITEM ONLY – NO ACTION TO BE TAKEN

Respectfully Submitted,
Kelsey

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Ordinance 2025-001 Amending Ordinance 2019-017 Adopting Dwelling and Building Codes & Creating the Position of Building Inspector.

Wisconsin Department of Safety and Professional Services (DSPS) has requested that our existing Ordinance be amended to include the adoption of SPS 327 alongside the rest of the codes and standards the Town has adopted to be able to conduct our building inspection services. DSPS aims to have each municipal code reviewed and renewed every 5 years, and ours has not had a review since 2019 when the last amendments were made.

SUGGESTED MOTION(S):

Motion AND ROLL CALL to approve Ordinance 2025-001 and direct Staff to publish and post accordingly.

If you have any questions about this information, please call or e-mail me.

Respectfully submitted,
Kelsey

**TOWN OF CLAYTON
WINNEBAGO COUNTY, WISCONSIN**

**ORDINANCE NO. 2025-001
AN ORDINANCE AMENDING THE TOWN ORDINANCE ADOPTING
DWELLING AND BUILDING CODES AND CREATING
THE POSITION OF BUILDING INSPECTOR**

The Town Board of Clayton, County of Winnebago, State of Wisconsin, does ordain as follows:

SECTION 7.0: § 7.0 of the Town of Clayton Ordinances is hereby amended to read as follows:

Section 1.0 INTRODUCTION

1.1 Authority. This ordinance is adopted under the authority granted by Wis. Stats. §101.65.

1.2 Purpose. The purpose of this ordinance is to protect the public health, safety, and welfare of the citizens of the Town of Clayton through proper inspection of buildings and structures that are constructed and maintained within the Town of Clayton, and to maintain required local uniformity with the administrative and technical requirements of the Wisconsin Uniform Dwelling Code, International Building Code and the National Electric Code.

1.3 Scope. This ordinance shall apply to new buildings or structures and additions or alterations hereafter erected or undertaken in the Town of Clayton.

1.4 Interpretation. The provisions of this code shall supplement any laws and regulations of the State of Wisconsin and orders, rules and regulations of the Department of Commerce relating to buildings. Where the requirements of the state code, the orders, rules and regulations of the Department and the provisions of the code conflict, the stricter requirements shall govern.

1.5 Legal responsibility. The Town of Clayton shall not assume legal responsibility for the design, construction or modification of any building or structure.

Section 2.0 GENERAL PROVISIONS

2.1 Adoption of Administrative Code Provisions.

- A. The following Wisconsin Administrative Codes, their referenced codes and standards, and subsequent revisions are adopted for municipal administration and enforcement by the Building Inspector: SPS 302.31, Plan Review Fee Schedule; Chapter SPS 305, Credentials; Chapter SPS 316, Electrical Code; Chapters SPS 320 through 325, Uniform Dwelling Code; Chapter SPS 327, Camping Units; Chapters SPS 361 through 366, Commercial Building Code; Chapters SPS 375 through 379, Buildings Constructed Prior to 1914; and Chapters 381 through 387, Uniform Plumbing Code. The International Building Code and the National Electric Code, and all amendments thereto, are adopted and incorporated by reference and shall apply as appropriate to all buildings within the scope of this ordinance.
- B. All buildings except one and two-family dwelling units must satisfy the requirements of the Wisconsin Administrative Code Chapters SPS 361 through SPS 366 (Commercial Building Code).
- C. For the purposes of this section, the standards contained in the Wisconsin Uniform Dwelling Code shall be expanded to apply as the standards for construction of the following:

1. Basement renovations for homes built prior to June 1, 1980 that have a ceiling height on average of less than seven feet may be issued a building permit for improvements to a finished ceiling height of not less than six feet eight inches for a minimum of 50% of the floor area.
2. Detached accessory buildings 150 square feet or more in size.
 - a. Grade-beam slabs are required for detached accessory buildings 150 square feet or more in size with a continuous floating slab of reinforced concrete. Slab shall not be more than four inches in thickness. Reinforcement shall be a minimum of six by six, number ten wire mesh or by using 1.5 pounds of fiber mesh per cubic yard of concrete with varying fiber mesh lengths. The slab shall be provided with a thickened edge all around, 12 inches wide and 12 inches below the top of the slab. A granular base of at least four inches in thickness shall be installed below the slab.
 - b. The requirements of § 2.1-C (2) (a) shall apply to all detached accessory building concrete slabs constructed after the effective date of this section.

2.2 Building Inspector. There is hereby created the position of Building Inspector who shall administer and enforce this ordinance and shall be certified by the Division of Safety and Buildings as specified by Section 101.66(2), Wisconsin Statutes, in the category of Uniform Dwelling Code Construction Inspector. Additionally, the Building Inspector shall possess some combination of certification in the categories of UDC HVAC, UDC Electrical, and UDC Plumbing.

2.3 Appointment. The Town Board shall appoint the Building Inspector at the recommendation of the Town Administrator.

2.4 Records. The Building Inspector shall keep a record of all applications for building permits. The Building Inspector shall mark all building permits in the order of their issuance.

2.5 Inspections. The Building Inspector may at all reasonable times enter upon any public or private premises for inspection purposes. No person shall interfere with the Building Inspector while in the performance of the duties described herein. Inspections shall be conducted in accordance with Section SPS 320.10 as set forth below.

2.6 Required Inspections. Inspections shall be conducted to ascertain whether or not the construction or installations conform to the conditionally approved plans, the Wisconsin building permit application and the provisions of the code and shall notify the permit holder and the owner of any violations to be corrected.

(a) *Inspection notice.* The applicant or an authorized representative shall, in writing or orally, request inspections of the Building Inspector. The Building Inspector shall perform the requested inspection within 2 business days after notification. Construction shall not proceed beyond the point of inspection until the inspection has been completed. Construction may proceed if the inspection has not taken place within 2 business days of the notification except if otherwise agreed between the applicant and the Building Inspector.

(b) *Inspection types.* The following sequence of inspections shall be performed for the purpose of determining if the work complies with the code:

1. **Footing and Foundation inspection.** The excavation shall be inspected after the placement of forms, shoring and reinforcement, where required, and prior to the placement of footing materials. Where below-grade drain tiles, waterproofing or exterior insulation are required, the foundation shall be inspected prior to backfilling.

2. **Rough inspection.** A rough inspection shall be performed for each inspection category listed in subd. 2. a. through e. after the rough work is constructed but before it is concealed. All categories of work for rough inspections may be completed before the notice for inspection is provided. The applicant may request one rough inspection or individual rough inspections.
 - a. General construction, including framing.
 - b. Rough electrical.
 - c. Rough Plumbing
 - d. Rough heating, ventilating, and air conditioning.
 - e. Basement drain tiles.
3. **Insulation inspection.** An inspection shall be made of the insulation and vapor retarder after they are installed but before they are concealed.
4. **Final Inspection.** The dwelling may not be occupied until a final inspection has been made which finds that no violations of the code exist that could reasonably be expected to affect the health and safety of the occupant.
 - a. The basement portion of the dwelling may not be occupied prior to completion of the dwelling, but only if the basement portion to be occupied would otherwise comply with the provisions of the code, particularly those relating to construction of underground dwellings.

(c) Notice of compliance and noncompliance.

1. **General.** Notice of compliance or noncompliance with the code shall be written on the building permit and posted at the job site. Upon finding of noncompliance, the Building Inspector shall also notify the applicant of record and the owner, in writing, of the violations to be corrected. Except as specified in subd. 2, the Building Inspector shall order all cited violations corrected within 30 days after written notification, unless as extension of time is granted under Section SPS 320.21.

2.7 Voluntary Inspections. The Building Inspector may, at the request of the owner or the lawful occupant, enter and inspect dwellings, subject to the provisions of the code, to ascertain compliance with the code.

Section 3.0 BUILDING PERMITS

3.1 Building Permit Required. No person shall alter, in excess of \$1,000.00 value in any twelve-month period, build, add onto or alter any building within the scope of this ordinance without first obtaining a building permit for such work from the Building Inspector. Any structural changes or major changes to mechanical systems that require extensions shall require permits.

3.2 Exemptions. Restoration or repair of an installation to its previous code-compliant condition as determined by the Building Inspector is exempt from building permit requirements. Finishing of interior surfaces shall be exempted from permit requirements.

3.3 Submission of plans. The applicant shall submit two copies of plans at the time of filing the building permit.

3.4 Lapse of Building Permit. The building permit shall expire two years after issuance if the dwelling's exterior has not been completed.

3.5 Permit Fees. Building permit fees shall be determined by resolution of the Town Board and shall be paid at the time of building permit application.

3.6 Suspension or Revocation. The Town may suspend or revoke any building permit where it appears that the permit or approval was obtained through fraud or deceit, where the applicant has willfully refused to correct a violation order or where the Building Inspector is denied access to the premises. No construction shall take place after suspension or revocation of the permit.

Section 4.0 CERTIFICATE OF OCCUPANCY

4.1 No person, firm, business, association partnership, company or other entity shall occupy or use any buildings or structures erected within the Town until a certificate of occupancy certifying as to its safety for human habitation, use or occupancy has been issued by the Building Inspector.

4.2 A certificate of occupancy is required to better ensure that a building or structure will not be occupied prior to compliance with all applicable codes, laws, regulations and ordinances and that the project is completed as per the plans submitted with the building permit application.

4.3 Application for a certificate of occupancy shall be concurrent with the application for a building permit. Payment of the building permit fee does not constitute approval for an occupancy permit.

4.4 No certificate of occupancy shall be granted nor shall any permit escrow money be returned until the project is completed as per the plans submitted with the building permit application.

4.5 The exterior items that shall be completed before occupancy include, but are not limited to, exterior wall finishes, exterior wall penetrations sealed; weathertight roofing, soffit, fascia, any porch exterior and/or stoops shown on the plan, and the yard shall have the rough grade pitched away from the building.

4.6 No certificate of occupancy shall be granted until the structure is connected to the approved sanitary sewer system, if applicable.

Section 5.0 OCCUPANCY INSPECTIONS

5.1 The Building Inspector shall cause the building(s) or structure(s) for which a building permit has been issued to be completely and thoroughly inspected, including its structural, non-structural, electrical, plumbing, life safety, mechanical and other components before an occupancy permit is issued. Inspections and approvals for the issuance of an occupancy permit shall include, in addition thereto, such systems as are required by the State of Wisconsin and Winnebago County before such occupancy permit is issued.

Section 6.0 VIOLATIONS, PENALTIES AND APPEALS

6.1 Violations. No person shall construct or alter any building in violation of any of the provisions of this ordinance or the code.

6.2 Injunctive relief. When violations occur, the Town Board may bring legal action to enjoin any violations.

6.3 Penalties. Any person in violation of this ordinance or the code shall, upon conviction, forfeit not less than \$25.00 nor more than \$500.00 for each violation. Each day that the violation continues, after notice, shall constitute a separate offense.

4.4 Appeals. Appeals of any order or determination made under this ordinance, including denials of building permit applications, shall be made in accordance with the procedures set

forth in Chapter 68, Wisconsin Statutes. Appeal of any final determination made by the Town shall be made to the Wisconsin Department of Commerce after the procedures of Ch. 68 have been exhausted. All appeals to the Department shall be in writing stating the reason for the appeal. All appeals shall be filed with the Department within 10 business days of the date the final determination is rendered by the Town under Chapter 68 Sec. 5.0: If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

Adopted this _____ day of January, 2025.

Russell D. Geise, Town Chair

ATTEST: Kelsey Faust-Kubale, Town Clerk

MEMORANDUM**Business Item C**

From: Administrator/Staff

To: Town Board

Re: Town Board review & discussion of a proposed renewal Contract for Full Value Maintenance Assessment Services presented by Associated Appraisal Consultants.

Included in the packet is a copy of a 4-year Renewal Agreement for Full Value Maintenance Assessment Services with Associated Appraisal Consultants. Their last contract with the Town was approved in 2020 and expired at the end of 2024

The Annual Full Value Maintenance Assessment process costs slightly more than routine maintenance; however, the nominal increase in the annual cost has mitigated the need for an expensive community-wide re-assessment process. Having the property information posted on Associated Appraisal's website has proven to be valuable to outside parties, like real estate agents and brokers, as well as Staff internally researching property questions and complaints.

Based on the Town's long-term savings with the Full Value Maintenance process and its experience with the Open Book/Board of Review process, Staff is recommending approval of the renewal along with the annual fee for website posting.

SUGGESTED MOTION(S)

Motion to approve the proposed Contract for Full Value Maintenance Assessment Services including annual website posting as presented by Associated Appraisal Consultants.

Respectfully Submitted,
Kelsey

**CONTRACT FOR
FULL VALUE MAINTENANCE
ASSESSMENT SERVICES**

Prepared for the
Town of Clayton
Winnebago County

By



**Corporate Office
W6237 Neubert Rd. | P.O. Box 291
Greenville, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158**

CONTRACT FOR FULL VALUE MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Town of Clayton, Winnebago County, State of Wisconsin**, a body corporate and politic (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. **SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties.

It shall be at the Municipality's discretion to approve a revaluation of all assessed values over the course of the Contract.

Assessor shall physically inspect 25% of improved parcels on an annual basis and update assessment records, such that all improved parcels will be inspected on a four-year cycle.

A. **INSPECTIONS.** The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected as necessary, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected as needed.
- 3) Improved properties under construction during the term of this Contract shall be re-inspected as needed.
- 4) All properties sold in the previous year, or affected by legal description changes, or zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the Board of Review, and prior to signing the Assessor's affidavit for the next assessment roll within the term of this Contract, and if deemed necessary shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

B. **PARCEL IDENTIFICATION.** The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement. In the event of a discrepancy found in a small number of existing records, the Assessor shall investigate and correct the property record. Should large amounts of existing records be deficient, there shall be additional costs charged to the Municipality for onsite collection of missing data, and or correction of property records, as agreed upon by both parties.

C. **PREPARATION OF RECORDS.** Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

E. **ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

G. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

H. **BOARD OF REVIEW.** Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m.

excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. MUNICIPALITY RECORDS. The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. MAPS. Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. MAILING SERVICES. Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

II. GENERAL REQUIREMENTS

A. OATH OF OFFICE. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Town Assessor as per §60.307, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for

good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. **INSURANCE.** The Assessor agrees as follows:

1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.

4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

D. **INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

E. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text

file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2025, 2026, 2027, and 2028** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL.** This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

IV. COMPENSATION

A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts
2025	\$22,000
2026	\$23,000
2027	\$24,000
2028	\$25,000

B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid.

C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2028 assessment year.


D. **OPTIONAL WEBSITE POSTING.** The Municipality shall have the option to post assessment data on Assessor’s public website for an additional cost per parcel per month payable to a third-party vendor. The current third-party rate is \$22.00 per 1,000 parcels per month ($0.022 * 3,125 = \$68.75$). If the parcel count or third-party rate should change, this cost shall increase or decrease accordingly.

***** Please initial yes or no to post data. *****

Yes ___ No ___

E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/16/2025

Date

Authorized Signature
Town of Clayton

Date