

**TOWN OF CEDAR LAKE**  
**COUNTY OF BARRON, WISCONSIN**

**CONTRACT FOR INDEPENDENT MAINTENANCE ASSESSOR**

**This independent contractor agreement** ("Agreement") is entered into on May 9, 2022 ("Effective Date/ Date Signed"), by and between the TOWN OF CEDAR LAKE, a Wisconsin municipality, (the "Town") and RANDY PROCHNOW, E5339 674<sup>TH</sup> Ave, Menomonie, WI 54751, and individual d/b/a Prochnow Assessing, ("Prochnow" or "Assessor") who is an independent contractor under this Agreement.

**RECITALS**

**WHEREAS**, The Town, exercising its statutory authority to levy taxes upon residential, commercial, forest, agricultural forest, undeveloped, agricultural, manufacturing, and other classes of real property, and personal property within its municipal boundaries; seeks to contract for the services of individual duly qualified to perform the functions of an assessor, and,

**WHEREAS**, Prochnow, represents that he possesses the requisite education, experience and certification to perform the functions of a maintenance assessor which include the ability assess and value real and personal property, and desires to contract to perform said functions with the Town and other municipalities;

**NOW THEREFORE**, in consideration of the forgoing recitals, the mutual promises contained herein, the exchange of services and payments contemplated by this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**AGREEMENT**

1. **Independent Contractor.** This is an independent contract arrangement. The Town does not hereby hire Prochnow as a municipal employee, and Prochnow does not seek employment as a municipal employee. Prochnow is an independent contractor who holds himself out to perform services as a maintenance assessor to the Town and other similarly situated municipalities. The Town does not herby intend to control the time, place or manner of Prochnow's performance of the functions or tasks called for by this Agreement. Regardless, Prochnow shall, throughout the term of this agreement, perform the functions of maintenance assessor to the best of his ability, using his best efforts to perform the Services (defined below) in a workman like manner consistent with the prevailing industry standard for such Services.
2. **Assessor Services.** The Assessor agrees to provide the following services ("Services") to the Town.
  - A. Attend the Wisconsin Department of Revenue assessor training program
  - B. Appraise and assess all taxable property including, but not limited to residential, commercial agricultural, industrial properties, special rights and interests, exempt, personal property, and public utility properties and equipment as of January 1<sup>st</sup> each year.
  - C. Revaluating all real estate based on sales to meet state statute.  
***(Revaluation work to take place in 2024 for the 2025 tax year assessments)***

- D. Maintain and add to the current appraisal cards including taking new pictures of all improvements, measuring and sketching improvements.
  - E. Analyze real estate sales for use during open book, board of review, and equalization proceedings
  - F. Conduct open book meetings, and other meeting from time to time upon request.
  - G. Attend local meeting and confer with local administration upon request.
  - H. Provide written report with respects to the Services rendered when directed.
3. **Compensation.** In consideration of the Services, the Town shall pay to Assessor a total fee of **\$20,300** annually. Payment is **\$8,000** for the first installment, to be invoiced and paid in January of each year of term, and **\$12,300** for the second installment, to be invoiced and then paid by 30 days after the Board of Review meeting of each year of term.
4. **Term.** The term of this Agreement shall be from the Effective Date or Date Signed through the year of **2023-2027** until 30 days after the Board of Review meeting for the Town, of the last year of the contract **2027**, unless previously terminated subject to the terms and conditions of section 5.
5. **Termination.** This Agreement may be terminated in accordance with the following provisions:
- A. By the mutual consent of the parties hereto.
  - B. If a party has breached the terms of this Agreement, this Agreement may be terminated by the non-breaching party.
  - C. By the Town if Assessor in unable to fulfill the obligations of this Agreement.
  - D. By either party at any time by providing the other party with ten (10) days prior written notice of the termination.
6. **Warranties.** The Assessor further agrees and warrants that he will (i) make himself accessible to Town officials by telephone, email or cell phone during normal business hours. (ii) follow rules, statutes, laws and regulations relating to its Services, and (iii) perform his duties in a professional and workmanlike manner.
7. **Miscellaneous.**
- A. Insurance.
    - 1. Assessor shall provide and maintain during the term of this Agreement, liability insurance acceptable to the Town.
    - 2. All premiums paid are the responsibility of the Assessor.
    - 3. Upon request, Assessor shall provide the Town with the appropriate certificates of insurance.
  - B. Travel and Expenses.
    - 1. Assessor shall provide his own transportation for work performed under this Agreement. The Town shall not reimburse for transportation or pay a mileage allowance.
    - 2. The Town shall not be liable to the assessor for any expenses paid or incurred by the Assessor unless otherwise agreed to in writing.

C. Education and Training.

1. Assessor shall stay current on all the latest requirements in order to maintain licenses and certification required.
2. Assessor shall provide the Town with a copy of all applicable licenses and certifications.

D. Office Space and Supplies.

1. Assessor will not have office space at the Town Hall; however, meeting space will be available at the Town Hall during business hours for meetings with Town officials and other individuals for the completion of the aforementioned Services.
2. All office supplies shall be furnished and paid for by the Assessor.

**8. Taxes.** Assessor shall be responsible for paying any and all taxes imposed or assess by reason of the completion of the services or the Agreement, and shall indemnify the Town and hold the Town harmless from and against any liability whatsoever for such taxes.

**9. Indemnification.** Assessor shall indemnify, defend and hold the Town, its officers, board members, employees and representatives harmless from and against all losses, costs, expenses, liabilities, proceedings (including attorney's fees and costs) suffered by such parties relating to, or arising from any mistake, willful misconduct or negligence by Assessor arising from or relating to Assessor's performance of his Services. This indemnification provision shall include the activities and actions of any employee, agent, representative or contractor of Assessor who is performing or assisting with the performance of the Services.

**10. Partial Invalidity.** If any provision of the Agreement is held to be unenforceable or contrary to public policy, then such provision shall be enforced to the maximum extent permitted by law, and the parties consent and agree that the scope of such provision may be judicially modified accordingly such that the whole of the Agreement shall not fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to applicable law.

**11. Amendment; Waiver.** The Agreement may not be modified or amended orally, nor may any provisions be waived orally by any party, but only in a written agreement executed by both parties. It is understood that no waiver of any breach of any term of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any either term.

**12. Assignment.** The Agreement may not be assigned by the Assessor without the prior written consent of the Town.

**13. Section headings.** The section headings in the Agreement are for convenience of reference only.

**14. Entire Agreement.** The Agreement contains the entire agreement between the parties with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of the Town by any of its employees or agents shall be deemed to bind the parties with respect to the subject matter of this Agreement. The parties acknowledge they are entering into the Agreement solely on the basis of the representations and warranties contained within this Agreement.

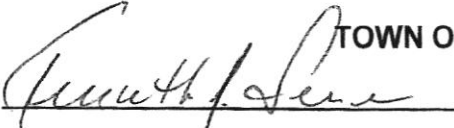
**15. Counterpart Signatures.** This Agreement may be executed in multiple counterparts which taken together shall constitute on and the same Agreement and such counterparts may be transmitted by facsimile or electronic mail.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement as of the Effective Date.

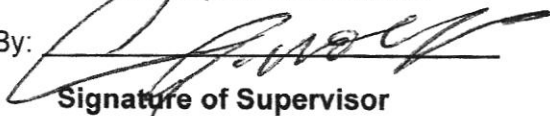
**ASSESSOR:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Randy Prochnow

By:   
Signature of Chairman


Name: KENNETH J. LENERS  
Please print name above

By:   
Signature of Supervisor

Name: ANTHONY T. WOLFF  
Please print name above

By:   
Signature of Town Clerk

Name: Maryhelen Drew  
Please print name above

By:   
Signature of Supervisor

Name: KOFI WEISS  
Please print name above

Dated: May 9, 2022