

Agreement for Assessment Services

Prepared for:

City of Manitowoc

By

Accurate Appraisal, LLC.

Accurate Appraisal, LLC

Owners: Lee De Groot & Jim Danielson

Mailing Address: PO Box 415
Menasha, WI 54952-0415

E-Mail Address: leed@accurateassessor.com
jimd@accurateassessor.com

Telephone: 920-749-8098
Fax numbers: 920-749-8099

I, Lee De Groot, and I, Jim Danielson have the authority to commit our firm to the terms proposed.

Business Philosophy

In an effort to deliver a high level of service to our clients, Accurate has created an operational philosophy that ensures that our clients are the focus of everything we do. Customer service is the main priority of Accurate. Our goal is to inform and educate the taxpayers, so that all constituents feel like they have been treated fairly and equitably. We will do everything we can to execute this plan.

Basic Qualifications and Experience

- a) We are a statewide assessing firm that is the statutory assessor for 101 municipalities. We started our business in the fall of 2000 and now we have 26 full-time employees at Accurate Appraisal LLC – 1 State Certified Level 3, 11 State Certified Level 2, 11 are Level 1 assessors.
- b) The primary management contact person is Gary Doering, supported by an Assessor 2, Assessor 1, as well as a Personal Property Coordinator and a customer service team.

Our Proposed Rates

- a) Our rate is an all-inclusive annual flat rate

AGREEMENT FOR MAINTENANCE SERVICES

Section I

This agreement made this _____ day of September 2019 by and between the City of Manitowoc, Manitowoc County, State of Wisconsin, hereinafter referred to as “Client”,
AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, hereinafter referred to as “Accurate”.

SCOPE OF SERVICES

Accurate shall provide the Client with maintenance assessment services by Wisconsin Department of Revenue Certified Personnel for the 2020 -2023 assessment years, which includes the following:

1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include all assessing services so as to comply with all applicable Wisconsin statutes, codes, rules, and/or regulations, including the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. Accurate shall reapportion value brought about through property splits. Accurate shall provide office hours on site at Client’s location at least 1 day a week from 7:30 a.m.- 4:30 p.m. on a schedule approved by the Client.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall, without additional expense to the Client, attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments through the litigation process. The Open Book meetings shall be conducted as needed. The meetings shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed each year no later than the Board of Review Completion date specified in Section III of this agreement.
4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.

5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in City Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from third party claims and liabilities due to the assessment of property except claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall be for the assessment years beginning January 1st, 2020 and ending December 31st, 2023. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work, including appeals of Board of Review decisions along with all required ongoing assessment maintenance services through the agreement end date.
9. Each year, Accurate shall submit four equal installments/invoices based upon a percentage of work completed in accordance with the Invoice Agreement provided in Section III. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review for the annual fee listed in this contract, including attending and testifying at mediations, depositions, and court hearings.
11. Accurate shall complete its Open Book hearings under this agreement no later than the Board of Review Completion date, specified in Section III of this agreement, except for unforeseen delays beyond the control of the Client or Accurate. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.

12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

| | |
|-----------------------|--------------|
| General Aggregate | \$ 4,000,000 |
| Each Occurrence | \$ 2,000,000 |
| Personal & Adv Injury | \$ 2,000,000 |
| Products-Comp/Op Agg | \$ 4,000,000 |
| Fire Damage | \$ 300,000 |
| Medical Expense | \$ 10,000 |

13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal (CAMA) software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, GVS or Prolorem will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The yearly maintenance fee associated with the use of either program will be at no additional expense to the Client. The data will be available to the public on accurateassessor.com; building data and appointment scheduling at no additional expense to the Client. Client shall be the owner of all data collected under this agreement and stored in the CAMA. Should this agreement be terminated or allowed to expire, Accurate shall then supply all assessment data to the Client in a format acceptable to the Client at no additional cost and without delay.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program.

18. Accurate will designate and maintain a full time, appropriately certified Technician assigned to the Client's scope of services.
19. Accurate will visit the sites of all dooamaged accounts for Personal Property.
20. Client will assist Accurate with the property listing services.
21. All assessment files and records created, and data collected by Accurate shall remain the property of the Client. Records shall not be removed from Client premises without the permission of the Client.
22. Client may renew the current contract for an additional 2 years at any time prior to December 31st, 2023 at no more than a 3% increase in price.
23. Client or Accurate may terminate this Agreement by delivering written notice to the other party by providing a 60-day written notice. Notice to the Client shall be provided to the City Clerk with copy to the Community Development Director, 900 Quay Street, Manitowoc, WI 54220. Notice to Accurate shall be provided to Lee De Groot.

Termination will not relieve any part of any obligation incurred or deprive any part of benefits accrued prior to the termination date. Within 15 days of the date of termination, Accurate shall provide any documents or information related to the services provided under this agreement to Client.
24. If there are services outside the scope of this contract, the hourly rate for those additional services would be \$75 per hour.
25. Accurate to conduct all communications using City email and auto forward to Gary Doering.

Section III

Agreement for Assessment Services

Provided by Accurate Appraisal, LLC.

For

City of Manitowoc, Manitowoc County for the assessment years 2019-2023

Dated this _____ day of _____ 2019.

Board of Review Completion date prior to July 1st for each year

Fee for services rendered:

- 2020: Maintenance
- 2021: Market Revaluation
- 2022: Maintenance
- 2023 Market Revaluation

Accurate shall be paid the sum of:

\$687,200 (\$171,800/year)



Jim Danielson, Member
Accurate Appraisal, LLC.

_9/10/2019_____
Date

Authorized Client Signatures:

Justin M. Nickels, Mayor

Date

Deborah Neuser, Clerk

Date

Invoice Agreement

The table below outlines the invoicing of the contract throughout the contract year. Accurate Appraisal, Inc. agrees to invoice based on work performed for the City of Manitowoc. Invoices will be emailed to a predetermined contact at the City of Manitowoc once the sequence of work activities have been met. In addition, per the contract agreement 10% of the contract will be retained by the City of Manitowoc until all work is completed. This 10% retention will be applied to the first invoice received.

| Sequence of Work Activities | Estimated Billing Month | Weight Factor |
|------------------------------------|-------------------------|---------------|
| Setup: Sales and Personal Property | January | 30% |
| Measure and Photograph Buildings | March | 25% |
| Interior inspections of buildings | March | 25% |
| Data entry into computer program | March | 10% |
| Review values | July | 5% |
| Open book and Board of Review | July | 5% |
| Total | | 100% |

Accurate Appraisals Contact Information for Residents

1. Telephone Numbers

- 920-749-8098
- 800-770-3927

2. Fax Number

- 920-749-8099

3. E-Mail Address

- assessor@manitowoc.org
- info@accurateassessor.com

4. Mailing Address

- PO Box 415, Menasha, WI 54952
- 1428 Midway Rd., Menasha, WI 54952

5. Website

- www.accurateassessor.com