



Agreement for Maintenance

Prepared for:

Village of Fontana

By

Accurate Appraisal, LLC.

AGREEMENT FOR MAINTENANCE

Section I

This agreement made this _____ day of _____, 2014 by and between the Village of Fontana, Walworth County, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

SCOPE OF SERVICES

Accurate shall provide the Client with revaluation assessment services by Wisconsin Department of Revenue Certified Personnel for the 2015-2017 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.
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 town, be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. The meetings shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed no later than the agreement 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 or near the Client's 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 aforementioned assessment year beginning January 1st, 2015 and ending December 31st, 2017. 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 because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. 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.
11. Accurate shall complete its Open Book hearings under this agreement no later than the agreement date, specified in Section III of this agreement, except for delays caused by the Client, county or state. 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 be 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 software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, a C.A.M.A. software created by Accurate Appraisal, LLC, 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 this CAMA Software 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.
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.

Section II

Parcel Totals:

Residential Total = 3,099

Residential Improved = 2,570

Commercial Total = 58

Commercial Improved = 48

Agricultural = 111

Section III

Agreement for Maintenance & Revaluation

Provided by Accurate Appraisal LLC.

For

Village of Fontana, Walworth County for the assessment years 2015-2017

Dated this _____ day of _____ 2014.

Agreement completion date of July 31st, each Maintenance year

Fee for services rendered:

Accurate shall be paid the sum of:

2015-2017 Regular Maintenance - \$21,500 each year

Jim Danielson
Member
Accurate Appraisal LLC

Date

Lee T. De Groot
Member
Accurate Appraisal LLC

Date

Authorized Client Signature

Date