

Contract For  
Land Valuation Services  
UNION COUNTY, INDIANA



CONTRACT

THIS CONTRACT entered into this 22<sup>nd</sup> day of Oct, 2001, by and between the Union County Commissioners representing the County and Trustee Assessors of Union County, Indiana hereinafter referred to as the "Assessors" and the Appraisal Research Corporation hereinafter referred to as the "Professional Appraisers".

WITNESSETH THAT:

WHEREAS, the Assessors have determined that they should employ the Professional Appraisers as such term is defined in I.C. 6-1.1-4-17(c) to aid them in the development of land values for the 2002 reassessment within their County, and

WHEREAS, the Assessors have fulfilled all statutory preconditions precedent to the employment of the Professional Appraisers, and

WHEREAS, the Assessors wish to employ the Professional Appraisers and the Professional Appraisers are willing to be employed by the Assessors, and

WHEREAS, the Professional Appraisers are Professional Appraisers as such term is defined in I.C. 6-1.1-4-17(c),

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and the Professional Appraisers hereby enter into this

Contract for Technical Services

CONSIDERATION

The Assessors shall pay the Professional Appraiser as follows:

A fee of **TWO DOLLARS PER PARCEL (\$2.00)** in full payment for all duties, responsibilities and activities set out herein.



## PROGRAM DEFINITION

ARC shall organize and delineate neighborhood areas on plat maps furnished by the County. These maps shall be numerically organized, clearly delineate the neighborhood boundaries, show the neighborhood base rate and the neighborhood code number as defined in 50 IAC 13-4-2. Each neighborhood shall have a base lot established which represents the characteristics of the neighborhood. All neighborhoods shall be addressed including those established after the 1995 reassessment.

The Professional Appraiser shall be responsible for processing the sales disclosures into base rates. All sales disclosures marked exempt or determined to be invalid by the Professional Appraiser shall not be used in the process.

The Professional Appraisal shall document the method for establishing the percentage of land to building ratio necessary for computing the base rates from improved sales disclosures. After data entry is complete, the Professional Appraiser shall provide the necessary reports in order to supply the Assessors with base rates compiled from the sales disclosures for each neighborhood. The final reports shall be in the format prescribed by the State Tax Board.

The Professional Appraiser shall be responsible for establishing water, well, septic or sewer values for each neighborhood as well as establishing criteria necessary to develop influence factors to be used in the application of the base rates to individual parcels. These shall include but are not limited to vacancy, excessive frontage and topography.

The Professional Appraiser shall submit the base rates to the Assessors as they are represented by the disclosures. If the Assessors make adjustments to the base rates, the Professional Appraiser shall work with the Assessors to implement the changes. The Assessors shall have the final say in all base rates before submission to the Property Tax Assessment Board of Appeals.

The Professional Appraiser shall supply documentation as to the various processes and shall provide any information deemed necessary by the Board.

The Professional Appraiser shall be responsible for attending a public hearing of the base rates for each Township or as a joint hearing of all Townships. The Professional Appraiser shall address any questions submitted by the public in regards to the values and shall make any adjustments to the values should they be required.

The Professional Appraiser shall follow the rules and regulations for developing land values as set forward by 50 IAC 2.2-4-1 (land order) as set forth by the State Board of Tax Commissioners.

The Professional Appraiser shall be available for other technical assistance as may be needed by the Assessors from time to time. This assistance may include, but not be limited to, the development of neighborhood factors, equalization studies and defense of values. Compensation for these services shall be negotiated at the time of request.



## PROJECT TIME SCHEDULE

This project shall be started by November 1, 2001 or within one week of receipt of the maps, 1995 Land Order and sales disclosures with property record cards attached if they are not delivered by November 1, 2002. It shall be completed no later than February 15, 2002.

## COUNTY RESPONSIBILITY

The Assessors shall provide a copy of the 1995 land order with summary pages, plat maps for all platted areas and lake areas, copies of the sales disclosures with property record cards for all parcels involved in the sale attached and zoning maps if necessary.

## CONFIDENTIAL NATURE OF APPRAISAL DATA

The Professional Appraiser shall guarantee that none of their employees shall disclose any appraisal information in any individual, firm or corporation other than appropriate public officials and their authorized agents. All data to be released shall be provided to the Assessor(s) who shall provide for its release.

## QUALITY CONTROL AND PROJECT INSPECTION

The Assessors shall reserve the right to inspect the work being done by Professional Appraiser at frequent intervals during the contract. All records shall be open to the Board.

The Professional Appraisers shall be available for meetings for the discussion of the project at the discretion of the Board. All taxpayers shall be handled professionally and respectfully with utmost care given to promoting the respectability of the Board.

## PAYMENT SYSTEM

The Professional Appraisers shall be paid as follows:

Payment shall be made in three equal installments with the first payment due with the signing of the Contract, the second due when the values have been turned over to the Assessors and the third due at the conclusion of the project.

Payment shall be made as quickly as the claims can be processed in the normal fashion used by the County.

## PENALTY

If the Professional Appraisers should fail to complete the land valuation program except hearings with other Counties, by February 15, 2002, that failure shall be cause for a penalty payment by Professional Appraiser in the amount of \$200.00 per day beyond the completion date; Saturdays, Sundays, and Holidays excluded. Such penalty shall be deducted from the contract sum owed the Professional Appraisers by the County.



NON-DISCRIMINATION

The Professional Appraisers shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire or tenure, or with respect to the terms, conditions and privileges of his employment, because of his race, color, religion, sex, handicap, national origin or ancestry. The breach of this covenant shall be regarded as a material breach of contract.

INSURANCE AND WORKER'S COMPENSATION

The Professional Appraisers shall carry automobile, public liability and worker's compensation in the minimum amounts as shown below:

Type	Coverage	Amount
Automobile	Bodily injury	\$100,000/\$300,000
	Property Damage	\$100,000
Public Liability		\$100,000/\$300,000
Worker's Compensation		Statutory requirement

The Professional Appraisers, if requested, shall provide a certificate from an insurance carrier authorized to do business within the State of Indiana to the County Assessor attesting to the above coverage. The Professional Appraisers shall indemnify and save the County Assessor, the county, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Professional Appraisers, its agents or employees in the execution of this project.

GENERAL PROVISIONS

There shall be no departure from the terms of this contract or any change or alteration of same without the approval of both parties be obtained in writing and made an integral part of this agreement thereof.

This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Assessors and the Professional Appraisers relating thereto. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing the Contract, or their successors in office. The failure of either party at any time or times to require performance of any provision hereof shall not be considered a waiver and will in no manner affect the right at a later time to enforce such provision.



In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provision contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any shall be brought in Indiana courts.

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties and privileges of the Professional Appraisers hereunder may not be transferred, sublicensed or assigned by it, either in whole or part, without the prior written consent of the Assessors.



IN WITNESS THEREOF, the parties have executed this Contract by their duly authorized offices.

UNION COUNTY

APPRAISAL RESEARCH CORP.

Allen Paddock  
Commissioner

Virginia R. Whipple  
Virginia R. Whipple, Regional Manager

Date: 10/22/01

Date: October 11, 2001

Larry P. Gully  
Commissioner

Date: 10-22-01

Larry K. Jani  
Commissioner

Date 10/22/01

ATTEST:

Virginia Bostuk  
County Auditor

Date: Oct. 22, 2001

