

Service Contract  
Revaluation of Commercial Properties Only  
For Rutherford County, NC  
and  
Wampler-Eanes Appraisal Group, Ltd.  
Oak Island, NC 28465  
Federal Tax ID: 54-1795747  
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April 7, 2025

SERVICE CONTRACT AND SPECIFICATIONS  
FOR THE 2023 REVALUATION OF COMMERCIAL PROPERTIES ONLY  
FOR RUTHERFORD COUNTY, NORTH CAROLINA  
FOR THE TAX YEAR 2027

This Service Contract and Specifications for the 2027 Revaluation of Commercial Properties for Rutherford County, North Carolina, for the Tax Year of 2027 (hereinafter "Contract"), made this 7 day of April, 2025, by and between Wampler-Eanes Appraisal Group, Ltd., a Virginia limited company (hereinafter called "Contractor") and the County of Rutherford, a North Carolina government entity, (hereinafter call "County").

WITNESSETH, that Contractor and County, for the consideration hereinafter named, agree as follows:

I. GENERAL TERMS

- A. **Scope of Work:** This Contract covers the furnishing of labor, materials, supplies and the performance of all work required for the completion and delivery of a visual street level review property revaluation of all Commercial Real Property within the County, establishing the Land Table for the 72 commercial neighborhoods, purging and consolidating commercial building codes, assistance up to thirty (30) Assistance Days as defined hereinbelow following completion of all their other work to the Rutherford County Tax Administrator and staff, the Board of County Commissioners and the Rutherford County Board of Equalization and Review, as specified herein and as directed by the County through its duly authorized agent, the Tax Administrator.
- B. **Entire Agreement:** This Contract supersedes all prior discussions and agreements among County and Contractor with respect to the Contractor's services to the County. This Contract shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.
- C. **Compensation to Contractor:** County shall pay Contractor for Contractor's services as outlined herein at the rates set as follows (hereinafter "Schedule"):

TOTAL PRICE PER PARCEL	\$45.00
ESTIMATED COMMERCIAL PROPERTIES: 4,200	
TOTAL CONTRACT PRICE	\$189,000.00

- D. **Acceptance and Final Payment:** When the work has been completed and delivered to the County by the Contractor, the County shall, within sixty (60) days thereafter, examine and review the same to determine whether the work has been completed in strict accordance with the conditions and stipulations contained in the Contract.

If upon such examination and review, the County finds that the work has been completed and delivered in accordance with specifications, then the work shall be accepted and remaining balance on said Contract price shall become due and payable as follows:

1. The difference between the amount already paid and ninety percent (90%) of the total Contract price shall be paid to the Contractor.
2. The ten percent (10%) retained by the County shall be due and payable when the informal hearings are completed.

II. **APPRAISALS** ----Revaluation

The Contractor shall aid and assist the Rutherford County Tax Administrator and the Board of County Commissioners and shall advise, aid, and assist the Board of Equalization and Review in arriving at the true value in money of the property in Rutherford County, in the appraisal and revaluation of the following items, to wit:

A. **Commercial Real Property:** For the purpose of this Contract, "Commercial Real Property" shall be held to mean:

1. All land, buildings and structures thereon used or constructed for commercial purposes.
2. All apartment houses or four or more units and other dwellings designed or redesigned for occupancy by more than three family units shall be classified as commercial property.
3. Special purpose buildings not classified as industrial shall be included in the appraisal of commercial property.
4. Vacant lots or other parcels of real estate in areas zoned for commercial purposes or in predominantly commercial areas, or which are used in connection with commercial enterprises, or which are primarily suited for commercial development, shall be classified as commercial property.
5. If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified and the part within shall be defined, listed, and appraised accordingly.

B. **Industrial Real Property:** All lands, all plants, shops, processing establishments and other structures thereon, used in manufacture, processing or production of any type of material, substance or merchandise; and all other property of this nature within the County which by law must be appraised.

C. **Exempt Property:** It is specifically understood that property wholly or partially excluded from taxation shall be appraised and valued by the Contractor, including all governmental,

commercial, and industrial units located within Rutherford County. This shall be done in the same manner in which property which is not exempt is appraised.

### III. GENERAL CONDITIONS---REVALUATION

- A. **Direction of Revaluation Program:** All decisions as to procedure followed and forms used in the revaluation shall be made by the Tax Administrator. While final decision of values to be assigned properties for tax purposes must by law be made by officials of Rutherford County, Contractor's responsibility under this Contract is to advise the County as to the current market value of each item of property appraised as in Section B below. The entire procedure of the Revaluation Program is to be in accordance with all applicable Statutes of North Carolina, being Subchapter II of Chapter 105 of the General Statutes of North Carolina and all other applicable statutes of North Carolina relating to the reappraisal of property.
- B. **General Instructions:** All property, as herein defined, shall as far as practicable, be valued at its true value in money as of January 1, 2027. The intent and purpose of this Contract is to have all commercial and industrial real property appraised at its true value in money. The term "true value" of property is defined as its market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.

In determining the true value of land, the appraiser shall consider as to each tract, parcel, or lot separately listed at least its advantages and disadvantages as to location, zoning, quality of soil, water power, water privileges, mineral quarry, or other valuable deposits, fertility, adaptability for agricultural, timber-producing, commercial, industrial, or other uses, past income, probable future income, and any other factors that may affect its value, except growing crops of a seasonal or annual nature.

Prior to commencement of the review work the Contractor shall prepare and submit to the County for approval schedule of land values, standards and rules which, when properly applied, will result in appraising all property in an equitable manner.

In determining the true value of a building or other improvements the appraiser, in accordance with the provisions of General Statute 105-317 (a)(2), shall consider at least its location, type of construction, age, replacement cost, cost, adaptability for residence, commercial, industrial, or other uses, past income, probable future income, and any other factors that may affect its value.

- C. **Laws to be Observed:** The Contractor is assumed to be familiar with all Federal, State and Local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of the Contract.

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, orders, codes, ordinances and regulations in any manner affecting the conduct of the work and the Contractor shall indemnify and save harmless the County its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by Contractor or his employees, or anyone acting in the Contractor's behalf.

- D. **Indemnification:** The Contractor and his insurance carrier shall indemnify and save harmless the County and all its officers, agents and employees from all suits, actions or claims of any character, names and description, brought for or an account of any actual or alleged injuries or damages received or sustained by any person, persons or property, by or from the Contractor or his employees or agents.
- E. **Insurance:** Contractor shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of the services herein. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

Contractor shall obtain and maintain throughout the term of this Agreement, at Contractor's sole cost and expense, insurance coverages equal to or greater than the coverages set forth below:

1. Worker's Compensation
  - a. Coverage A – Statutory
  - b. Coverage B - \$500,000
  
2. Comprehensive Automobile Liability
  - a. Bodily Injury
    - i. \$1,000,000 each person
    - ii. \$1,000,000 each accident
  - b. Property Damage
    - i. \$1,000,000 each accident
  - c. To include coverage for all owned, non-owned, leased and hired automobiles.
  
3. Comprehensive General Liability
  - a. Bodily Injury
    - i. \$1,000,000 each occurrence
    - ii. \$1,000,000 aggregate
  - b. Property Damage
    - i. \$1,000,000 each occurrence
    - ii. \$1,000,000 aggregate

Current valid insurance policies meeting the requirements herein identified shall be maintained for the duration of this Contract, including any extensions of it. There shall also be a 30-day advance notification to County in event of cancellation. Certificates of Insurance evidencing compliance with the above requirements shall be forwarded to the County prior to commencing of Contract performance and with each insurance contract renewal thereafter.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements as Contractor. If the Contractor cannot meet these insurance requirements, alternate insurance coverage satisfactory to the County may be considered by the County. Provided, however, failure by Contractor to meet these insurance requirements is a material covenant default in the performance of this Contract.

- F. Personnel:** The Contractor shall use on the work, competent employees of good character and an adequate number to expeditiously prosecute the work. All employees must have sufficient skill and experience to perform properly the work assigned to them. All of Wampler Eanes' appraisers assigned to the project meet the requirements of certification by the North Carolina Department of Revenue, Local Government Division.

Employees executing appraisals or other skilled work shall not be less than 21 years of age and shall have sufficient education, training, and experience in such work to perform it properly and satisfactorily in the manner prescribed in these specifications and such employees will have not less than two (2) years of active practical and extensive experience appraising commercial, industrial, residential, and farm properties.

Ten days prior to bringing any employee to the job, the Contractor will furnish in detail to the Tax Administrator with respect to each employee who will execute appraisals, a resume specifying his/her qualifications, experience, and prior work location. The Contractor will employ a sufficient number of qualified and experienced employees, at all times, to perform the work expeditiously on a timely and controlled basis. Complete instruction and direction of all members of the personnel connected with the revaluation shall be supplied by the Contractor.

The Contractor shall furnish to the County a list of all persons to be employed for acceptance or rejection by the County. The County may require the Contractor to remove from the work any person the County considers to be incompetent or negligent in the performance of his duties, or who is guilty of misconduct and such person shall not be employed again to work without the County's written consent. No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County not specifically stated herein. The County has the right to approve or reject all personnel working on the project. The Contractor will train any personnel designated by Rutherford County in the appraisal techniques and procedures utilized by the Contractor in the appraisal of all real property in the County. Instruction shall also be given in the use of the appraisal manual for all types of real property, so that the County's Appraisers may be prepared to do appraisal work for the County in the future.

All vehicles used by the personnel of the Contractor in performance of duties herein described will be identifiable by signs located on each side of said vehicle, which signs shall meet the following requirements:

1. Letters at least 2" high
2. Contain words "County Revaluation"
3. Variations only as directed by the County Tax Administrator.

All field personnel will have a personal identification badge that shall include name, photograph, company name, and employee's title and signature. If an on-site visit is necessary, door hangers, provided by the Contractor, will be left at the residences (even if vacant), should the property owner be unavailable at the time of the on-site visit.

- G. **Office Space:** Office space necessary for the performance of the revaluation work will be provided by the County. All necessary tables, chairs, and file cabinets for such office space will be supplied by the County. The County will supply computers with productivity enhancement software (Microsoft Excel, Word, etc.) and printers will be made available as needed. All computer and software necessary to complete the work will be the County's responsibility. The County will provide telephone service and Internet access.
- H. **Use of Records and Maps:** Subject to schedules and procedures approved by the County Tax Administrator, all maps, tax records, data and information in the possession of the County Tax Administrator pertaining to properties covered by these specifications will be made available to the Contractor. This is to cover the use of all information currently existing on the County's property record cards.

The County will furnish the Contractor with a set of tax maps of the County, but cannot assure the accuracy of the same. The Contractor will denote obvious mapping errors, and report to the County concerning any possible errors involving the County's mapping system.

- I. **Technology:** Wampler Eanes Appraisal Group is familiar with Computer Assisted Mass Appraisal (CAMA) systems used in North Carolina. The County's current tax software, NCPTS, will be used to input data into the County's CAMA system for the reappraisal project for the purposes of analysis and computation of tax values.
- J. **Digital Images:** While viewing improved properties, the Contractor will provide at least one street level image of each major improvement. The images will be tied to the parcel by an agreed upon unique key that already exists such as the parcel number. The images will be provided with all the other deliverables and in our experience are very useful when meeting with taxpayers and when conducting hearings.
- K. **Support of Values:** Upon delivery of complete appraisal work, the total cost of preparing and mailing notices of the new assessments will be supplied by the County, subject to approval by the Tax Administrator. Informal hearings will be scheduled by appointments and conducted by the Contractor and Tax Administrator in a meeting room furnished by Rutherford County. After valuation notices are mailed, the Contractor will provide the services of a qualified commercial appraiser to assist the Tax Administrator in explaining the appraisals and the valuation procedure used for a total of thirty (30) individual working days or portions thereof (hereinafter to be called "Assistance Days") to be scheduled as requested by the Tax Administrator. The County will notify the property owner in writing of the results of a hearing conducted during these informal hearings.



- d. Valuation of lots and parcels of land
  - i. Explanation of land value, classes, and grades and method by which determined.
  - ii. Land value schedules, including maps and land rules.
    - (a) For all types of real property relevant to this Service Contract
    - (b) For rural and non-subdivided lands, if relevant
    - (c) For agricultural, horticultural and forestland appraisals the County shall prepare a schedule that reflects market value, if relevant. The Tax Administrator shall prepare a schedule that reflects land use value as required in G.S. 105-317(b) (I).
  - iii. Explanation of method of determining base land value
    - (a) Corner influence (commercial property)
    - (b) Rear and side alley influence (Commercial Property)
  
- e. Valuation of Buildings
  - i. Specifications and detailed schedules of reproduction costs on all relevant types of houses, commercial properties, and special purpose buildings shall be in square foot increments. Reproduction cost of commercial, industrial and special purpose buildings as relevant.
  - ii. Tables of base reproduction cost for houses, commercial and special purpose buildings shall include the following:
    - (a) A Grading System of houses will be classified having 300 square feet to 5,000 square feet of varying building height from one story to three stories.
    - (b) Commercial and special purpose building costs varied by size, wall ratio and story height.
  - iii. Tables of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the Tax Administrator.
  
- f. Depreciation Tables
  - i. Physical depreciation
    - (a) Physical depreciation tables or age-life tables on all classes of buildings relevant to this Service Contract including a consolidated rate percentage table.
    - (b) Examples of application of building depreciation tables.
  - ii. Functional and Economic Obsolescence
    - (a) Examples of application of functional and economic obsolescence on all classes of residential, commercial and industrial buildings for over-improvement, under-improvement, location, out-of-business and lack of functional utility.
  
- g. Income Approach to Value
  - i. Range of capitalization rates for Rutherford County.
  - ii. Explanation of capitalization rates as applied in Rutherford County and how developed and applied.
  
- h. Metal buildings, barns, grain bins, hog parlors, chicken houses, other special purpose buildings.

- i. Schedule by components of construction for commercial and industrial buildings.
- j. Any other information, facts or factors which may be used in determining the true value in money of the real property to be appraised.

## 2. Preparation of Tax Administrator's Manual and Cost Schedules

This manual shall contain the detailed data from realtors, lending institutions, revenue stamps (verified), etc., used in preparing the units of land value.

The Contractor will reference *Marshall & Swift Valuation* service for construction costs and compare these costs to known building costs within Rutherford County. This manual will be available to the County's Assessor during the revaluation project, and will be left with the County Assessor at the completion of the project.

From the foregoing information, unit construction costs shall be analyzed for all materials and fixed equipment entering into the construction of all types of buildings relevant to this Service Contract, which construction cost shall include architect's and engineer's fees, together with Contractor's overhead and profit and shall reflect the average cost of materials in place for buildings of cheap construction, of ordinary construction, and of high quality construction. Separate unit costs shall be developed in the same manner for all types of commercial, industrial, farm and special purpose buildings as relevant.

After such costs are developed, they shall be applied to new construction of known cost to prove their accuracy. When such accuracy is determined or proven in a manner acceptable to the County, schedules will be prepared for any and all variations from base, including the values of the following items: All types of wall construction, roofs, floors, heating, finished attics multiple family houses, recreation rooms, basements, finished basements, insulation, lighting system, etc. Tables shall show additions or deductions from base prices shown in each commercial and industrial building schedule. Every change from base specifications shall be recorded in pricing schedule and on the property record card. All of the foregoing data shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how property valuations were determined. All data used to make up the manual and to substantiate sales will be turned over to the County's Tax Administrator.

The design of the manual must be approved by the Tax Administrator and personnel designated by the Tax Administrator are to be trained in the use of the manual during the revaluation period.

## B. Property Appraisals

### 1. Commercial Property

- a. Commercial Buildings. All commercial buildings shall be measured and sketched on the property record card only if this information is not already shown on the record card. Information already on the record card shall be reviewed for accuracy. A careful

inspection of each building will be made of all construction and fixed building improvements noted on the property record card. Master reproduction cost schedules which have been checked against actual recent costs of newly erected construction in the County or in comparable communities will be applied to the various elements of building construction. The basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement values less any physical, functional or economic depreciation. In addition, income and expense data, and market data will be used where applicable to determine value by use of those approaches. All apartment houses of four or more dwelling units and other dwellings designed or redesigned for such occupancy, all groups of apartment buildings, are to be listed as apartment properties and appraised by the Contractor in the manner of commercial properties with a sketch and appraisal card for each building in the apartment complex, only if the information on the property record card is incorrect. Also, it will show the number of units in each building and their breakdowns as to bedrooms and bath count with the rents for each type. A report for apartments will follow listing all apartments and their variable breakdowns.

This listing will be used as an analytical report. The appraisal of apartment houses is to be completed with analysis of income in the same manner as in appraisal of other commercial property.

- b. Commercial and Apartment Land. The Contractor will make a study of the central business districts and outlying business areas for all towns in Rutherford County. Upon determination of such square foot values for commercial properties by Contractor, the value of each individual parcel of land shall be computed in the permanent record card.

Commercial land values in rural areas of Rutherford County shall be established usually on an acreage basis. If all or part of such property shall be within the boundaries of any incorporated town, city or special district, such fact shall be specified and the part within shall be defined, listed and appraised accordingly.

- c. Review of Commercial Properties. Upon completion of the appraisal of individual parcels of commercial land, each commercial property shall be carefully reviewed by experienced commercial appraisers of the Contractor for the careful consideration of the economic factors which enter into its valuation, such as location, design, surplus capacity or inadequacy, obsolescence, and rent possibilities, both present and expected.

## 2. Industrial Properties

A complete appraisal of each industrial plant in the County will be prepared by the Contractor based upon the careful inspection of such properties.

- a. Industrial Buildings. Drawings of each building shall be reviewed by a competent appraiser experienced in the appraisal of industrial properties. Buildings shall be described by other component parts, with replacement or reproduction values being

determined by a unit cost appraisal less any depreciation. The market and income approaches to value shall be utilized where applicable.

- b. Industrial Land Valuations. The Contractor shall make a study of each individual property and of the various industrial sections of the County. Upon the determination of the final land values for industrial property the Contractor shall compute the value of each individual parcel of industrial land on a property record card.

### 3. Valuation of Commercial and Industrial Land

The Contractor shall make a careful investigation of the true value of all classes of land, giving due consideration to all factors enumerated in this Contract specifications. Sales data covering market sales shall be secured and this data will be analyzed, checked, and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within the County.

Buildings, structures and other improvements shall be appraised and their true value recorded separately from the land on which they are located.

The Contractor will show land rates on the work maps. The maps will indicate the appraised values per parcel or per block. These values will be stated in terms of the units in which the land is normally sold. In addition, current sales data will be recorded on these maps. Sales data will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number, to insure compliance with these specifications.

### 4. Record Cards

Suitable record cards shall be designed to meet the requirements of the County and will be submitted to the County Tax Administrator. These record cards will be furnished by Rutherford County at the expense of the County. The record cards are designed to include all items of information in connection with the construction; age; condition; depreciation; outline sketch and pricing date of each building together with the owner's name, address, road name and number and house numbers, available lot, block, map numbers, etc., and shall be used to record all pertinent information relative to the land, buildings, and total valuation of land, buildings, when an appraisal is made.

The County shall provide all supplies, paper for printers, and related equipment needed in performing the work and all reports and manuals to be delivered to the County as set forth in the Contract. All filing cabinets of a permanent nature will be provided by the County.

Contractor shall, upon completion and acceptance of the work, deliver to the County Tax Administrator all field notes, cards, images and work sheets on all kinds and classes of properties valued in the appraisal, identified as to property and owner. Contractor shall also deliver to the Rutherford County Tax Administrator for future reference, the detailed data developed and used to determine the unit land values and which serve to substantiate these values.

### 5. Public Relations

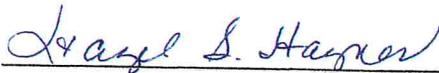
At all times during the Contract and the work on the program, the Contractor and his employees shall endeavor to promote friendly relations with taxpayers and the public. Press releases or other publicity proposed by the Contractor shall be presented to the County's representative and receive clearance before being released. The Contractor shall, at the request of the County's representative, make available qualified speakers to acquaint groups of people with any phase of the program. The Contractor shall not release any proposed values, appraisals, data or any other information either acquired or in the possession of Contractor to any person, firm or association unless approved in advance by the County Tax Administrator.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

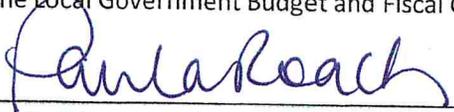
RUTHERFORD COUNTY, a municipal corporation

  
\_\_\_\_\_  
Bryan A. King, Chairman  
Board of County Commissioners

ATTEST:

  
\_\_\_\_\_  
Hazel S. Haynes, Clerk  
Board of County Commissioners

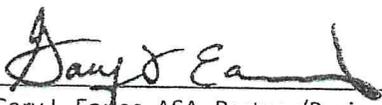
This instrument has been pre-audited in the manner required  
By the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Paula Roach  
County Finance Officer

This form approved by:

  
\_\_\_\_\_  
Richard P. Williams  
County Attorney

WAMPLER-EANES APPRAISAL GROUP, LTD.

  
\_\_\_\_\_  
Gary L. Eanes, ASA, Partner/Project Manager  
Wampler-Eanes Appraisal Group, Ltd.

VISION GOVERNMENT SOLUTIONS, INC.

  
\_\_\_\_\_  
Sara Santos, Chief Financial Officer  
Vision Government Solutions, Inc.