

**RESOLUTION NO. 2020-10**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES INC., FOR ASSESSOR SERVICES**

**WHEREAS**, the Village of Caledonia is desirous of continuing to use the present assessor for another three-year period; and

**WHEREAS**, the Village of Caledonia believes that it would be in the best interests of the Village to contract with Tyler Technologies Inc. Appraisal and Tax Division for these assessor services for three years of assessment services since they are familiar with the Village based on previous contracts and provided a very competitive proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that a contract between the Village of Caledonia and Tyler Technologies Inc. Appraisal and Tax Division for assessor services at the following cost:

The Village shall pay the Company a fee of **EIGHTY-THREE THOUSAND ONE HUNDRED (\$83,100)** for these services for the period of February 1, 2020 through January 31, 2021.

The Village shall pay the Company a fee of **EIGHTY-FOUR THOUSAND SEVEN HUNDRED (\$84,700)** for these services for the period of February 1, 2021 through January 31, 2022.

The Village shall pay the Company a fee of **EIGHTY-SIX THOUSAND THREE HUNDRED (\$86,300)** for these services for the period of February 1, 2022 through January 31, 2023.

As compensation for the Company providing Interim Market Update Revaluation services:

The Village shall pay the Company a fee of **TWENTY-SEVEN THOUSAND THREE HUNDRED (\$27,300)** for these services for the period of January 1, 2021 through August 30, 2021.

The Village shall pay the Company a fee of **TWENTY-THREE THOUSAND TWO HUNDRED (\$23,200)** for these services for the period of January 1, 2022 through August 30, 2022.

**BE IT FURTHER RESOLVED** by the Caledonia Village Board that the contract set forth in Exhibit A, which is attached hereto and incorporated herein, is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 2<sup>nd</sup> day of March, 2020.

VILLAGE OF CALEDONIA

By: *Lee Wishau*  
James R. Dobbs, *Lee Wishau*  
Village President - *Acting*

Attest: *Karie Pope*  
Karie Pope  
Village Clerk

February 3, 2020

Mr. Tom Christensen  
Village of Caledonia Administrator  
5043 Chester Lane  
Racine, WI 53402

Dear Mr. Christensen:

Per our discussion, I am providing a quote for continued assessor services for the period of February 1, 2020 through January 31, 2023. Additionally, I am providing a quote for annual revaluations for the years 2021 and 2022.

The scope of work for assessor services would remain the same as our current Agreement that includes three (3) half days of on-site clerical support and one (1) day of weekly on-site assessor support. The revaluations would be performed via the interim market update approach in the assessor's manual.

In addition to these on-site hours we will continue provide all of the necessary field and valuation activities for real estate and personal property.

The proposed fixed fee for assessor services for the period of February 1, 2020 through January 31, 2021 is:

**EIGHTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$83,100).**

The proposed fixed fee for assessor services for the period of February 1, 2021 through January 31, 2022 is:

**EIGHTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$84,700).**

The proposed fixed fee for assessor services for the period of February 1, 2022 through January 31, 2023 is:

**EIGHTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$86,300).**

The proposed fixed fee for revaluation services for the period of January 1, 2021 through August 30, 2021 is:

**TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300).**

The proposed fixed fee for revaluation services s for the period of January 1, 2022 through August 30, 2022 is:

**TWENTY-THREE THOUSAND TWO HUNDRED DOLLARS (\$23,200).**

I hope you find this information helpful. Should you have additional questions, you may contact me on my cell at 414-704-0647 or via email at [mark.link@tylertech.com](mailto:mark.link@tylertech.com).

This quote is valid through March 31, 2020.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mark Link". The signature is written in a cursive style with a large, stylized "L" at the end.

Mark A. Link  
Regional Manager - WI  
Tyler Technologies A&T



## APPRAISAL SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler is in the business of providing appraisal services to counties and municipalities; and

WHEREAS, Client desires to engage Tyler to perform annual assessment services and interim market update revaluation services;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Appraisal Services Agreement.
- **“Client”** means the Village of Caledonia, Wisconsin.
- **“Effective Date”** means the last date on which both parties have signed this Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

### SECTION B – PROFESSIONAL SERVICES

1. Services. We will provide you the professional services, consistent with industry standards, as described in the Statement of Work attached hereto as Exhibit C.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in Exhibit A – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work – Exhibit C.

4. Site Access and Requirements. You agree to provide us with access to your personnel as may be reasonably necessary for us to provide the professional services as described herein, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
5. Client Assistance. You acknowledge that the services we provide under this Agreement are a cooperative process which may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for the services. This cooperation includes at least working with us to schedule the services outlined in this Agreement and performing the Client responsibilities described in Exhibit D attached hereto. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Change in Legal Requirements. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to suspend services.
3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

## SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through January 31, 2023. This Agreement may be renewed upon written mutual agreement of the parties.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section C(2).
  - 2.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section F(2). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section F(2).
  - 2.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
  - 2.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.
  - 1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
2. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

#### FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1.1) ABOVE.
4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### SECTION F – GENERAL TERMS AND CONDITIONS

1. **Additional Services.** You may purchase additional services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution.
3. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this

Agreement.

4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
10. Purpose/Use Of Appraisals. By virtue of this Agreement we are contracted to provide certain services specified herein and recommendations of value to you which are intended for exclusive use by you for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Non-Solicitation. To the extent allowed by applicable law, you will not (i) solicit for employment or (ii) hire any employee of ours during the term of this Agreement and for a period of six (6) months

following the termination of this Agreement without our express written consent.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work
Exhibit D	Client Responsibilities

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
Appraisal & Tax Division

Village of Caledonia, Wisconsin

By: Re KH  
Name: Robert Kennedy-Jensen  
Title: Director of Contracts  
Date: 3/11/2020

By: \_\_\_\_\_  
Name: Jay W  
Title: Acting Village President  
Date: MARCH 2, 2020

Address for Notices:  
Tyler Technologies, Inc.  
One Tyler Way  
Moraine, OH 45439  
Attention: VP & GM, Appraisal Services

Address for Notices:  
Village of Caledonia  
6922 Nicholson Road, 5043 CHESTNUT LAKE  
Caledonia, WI 53108 RACINE, WI 53402  
Attention: \_\_\_\_\_



## Exhibit A Investment Summary

The following Investment Summary details the services to be delivered by Tyler to Client under this Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

### Annual Maintenance Services

The Client shall pay Tyler a fee of **EIGHTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$83,100)** for the services described in Schedule A of Exhibit C for the period of February 1, 2020 through January 31, 2021.

The Client shall pay Tyler a fee of **EIGHTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$84,700)** for the services described in Schedule A of Exhibit C for the period of February 1, 2021 through January 31, 2022.

The Client shall pay Tyler a fee of **EIGHTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$86,300)** for the services described in Schedule A of Exhibit C for the period of February 1, 2022 through January 31, 2023.

### Revaluation Services

The Client shall pay Tyler a fee of **TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300)** for the services described in Schedule B of Exhibit C for the period of January 1, 2021, through August 30, 2021.

The Client shall pay Tyler a fee of **TWENTY-THREE THOUSAND TWO HUNDRED DOLLARS (\$23,200)** for the services described in Schedule B of Exhibit C for the period of January 1, 2022, through August 30, 2022.



## Exhibit B Invoicing and Payment Policy

Tyler will provide you with the services set forth in the Investment Summary and Statement of Work. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

**Invoicing**: We will invoice you for the applicable services and for the fees described in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Agreement.

1. Professional Services.

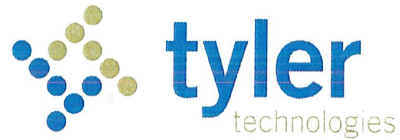
All professional services performed under this Agreement will be invoiced as performed.

2. Expenses. The service fees in the Investment Summary include travel expenses.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating Account



## Exhibit C Statement of Work

The following Statement of Work details the services to be delivered by Tyler to the Client under your Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

### **SCHEDULE A - ANNUAL MAINTENANCE SERVICES**

#### **1.0 WORK TO BE PERFORMED BY TYLER**

##### **SECTION I. General Provisions**

- A. Tyler will perform the municipal assessment services as the statutory assessor of the Village of Caledonia, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. Tyler shall report and be accountable to the Village Administrator or his/her designee.
- B. Meeting Hours - Tyler will be available to attend, upon the requests of the Administrator, department head meetings or other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice. Such meeting hours are expected to average two (2) hours per month.
- C. Client Staff Supervision - Tyler will provide supervisory guidance and training to current and future municipal staff, as directed by the Administrator in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by Tyler. Such training shall be accomplished within a reasonable time of need and within Tyler's regular hours of availability hereunder, during the entire term of this Agreement.

##### **SECTION II. Assessment Duties**

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

- A. Maintain the Municipality's assessment roll as required pursuant to Chapter 70 of the Wisconsin Statute, as amended from time to time.
- B. Provide on-site assessor hours for a total of one (1) day per week by an individual certified as Assessor II and provide on-site clerical hours for a total of twelve (12) hours per week. Said hours shall begin February 1, 2020, and continue through January 31, 2023. The specific days of the week for on-site service are to be mutually agreed upon by the Client and Tyler.
- C. Perform field review as Tyler deems necessary on sale properties and properties for which no building permit has been issued.
- D. Change and keep updated property record data and review assessments in 2020, 2021, and 2022 for the following reasons:

1. Annexation
  2. Measure, field review, and assess properties under partial construction as of January 1 of the previous year, including interior inspections as required
  3. Measure, field review, and assess new construction or remodeling (as provided for by permits) as of January 1 of the current year, with photos and including interior inspections
  4. Miscellaneous Permits such as decks, basement remodels, detached buildings, air conditioning, and any other type of permits that affect the assessed value of the property
  5. New (recorded) plats, certified surveys, and other land divisions
  6. Formerly exempt, now assessed parcels
  7. Formerly assessed, now requesting exemption parcels
  8. Buildings destroyed, significantly damaged or removed (as provided for by permits)
  9. Change to higher land use
  10. Change in class or legal description
  11. Agricultural use value assessments as prescribed by state statutes
  12. Parcels with information discovered by the Assessor's office that were not previously on the assessment record
- E. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of property to be assessed as follows:
1. Annually field visit all personal property accounts to discover new accounts and account for businesses that may have closed prior to the assessment year.
  2. Mail forms to all known holders of personal property by January 15th of each year.
  3. Value reported will be reviewed for uniformity between similar types of property.
  4. Personal property subject to assessment but not reported, shall be field inspected as to physical location and actual operation, then "doomage" assessed by Tyler as described in Chapter 70 of the Wisconsin Statutes.
  5. Should Tyler become aware of any new assessable property accounts, the appropriate forms shall be mailed and a new personal property identification number shall be created. Should the property owner of such new account fail to file or report within a reasonable time prior to the Board of Review, the Tyler shall place a doomage assessment on the property as described in Section II Assessment Duties under E.4 above.
- F. Prepare and maintain the assessment roll and coordinate with the Racine County Tax Listing Office to facilitate the transfer of assessment data and values.
- G. Prepare all forms as may be required by Tyler's duties under this Agreement, and file same with the appropriate units of government.
- H. Prepare, attend, and serve as staff during the annual Open Book and Board of Review periods as required by the Wisconsin Statutes. Tyler shall be responsible for working with the Village Clerk to arrange for the Board of Review hearings. Tyler will also promptly and adequately follow up and respond to any appeals made at the Board of Review hearings, incorporating assessment modifications as approved.
- I. Provide a telephone number and email address for Village officials and residents to contact a responsible member of its staff during normal business hours Monday through Friday of each week. Responses shall be made within forty-eight (48) hours.
- J. Office Assistance - Tyler will perform all clerical duties relating to the Assessor's Office.

### SECTION III. Computerization of Records

- A. Tyler shall maintain all data characteristic changes and valuation changes in the Client's UNIVERS™ assessment software.
- B. Tyler will provide the Client with a public access site linked to the Client's website for tax payers to review assessment data.

### SCHEDULE B REVALUATION SERVICES

- A. Assessment Manual - Tyler shall make all assessments in accordance with the Assessor's Manual as specified in Sections 70.32(1) Wisconsin Statutes, and Tyler shall be responsible for all final values arrived at in compliance with same. More specifically, Tyler will follow the Interim Market Update (IMU) process identified on page 4-3 of the WPAM Volume 1.
- B. Approaches to Value
  - 1. Type of Approach - Tyler shall consider the cost, market and income approaches in the valuation of all vacant and improved parcels of property.
    - a. Sales Analysis - Tyler shall analyze sales data provided in order to become familiar with prevailing market conditions, activity and specific transactions which may be utilized in determining the market value of competitive properties throughout the Village.
    - b. Income Analysis - In valuing income-producing properties, Tyler shall collect information from owners, tenants, realtors, financial institutions and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for each type of property, typical vacancy rates and typical operating expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels, this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the Client.
- C. Data for Evaluation - Tyler shall gather and analyze market value data including, but not limited to sales, lease data, rentals, rates of return, operating statements, vacancy factors and construction costs for use in determining property valuation standards pursuant to Section 70.32 of the Wisconsin Statutes. Data gathered will either be noted on the property record cards or contained within supplements to the record cards.
- D. Neighborhood Delineation - Tyler shall update existing neighborhood delineation for the entire Client and provide the Client with a color-coded map indicating the various Neighborhood designations. The neighborhood identification procedure shall conform to Tyler's Unvers CAMA software product.
- E. Data Management - This section will outline Tyler's procedures for collecting and encoding the data collected into Tyler's Unvers CAMA System.
  - 1. Tyler shall encode or perform data maintenance to all property records as needed into the Unvers CAMA system.
  - 2. The Client and Tyler shall cooperate to avoid duplication and confusion to the property owner and to see that all permit alterations and additions are accounted for in the revaluation program.

- F. Improvement Valuation - Tyler proposes to follow the guidelines listed below in determining improvement revaluation:
1. Valuation Approach - Tyler shall value improvements in accordance with the Wisconsin Property Assessment Manual and Tyler's Unifers CAMA System. The three (3) industry-recognized approaches to value; i.e. market, cost and income, shall be considered by Tyler for all parcels. All accrued depreciation, including physical deterioration, functional obsolescence and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.
    - a. Residential Approach - In valuing residential improvements, prescribed forms, or their equivalent as approved by the Department of Revenue, shall be used in determining final values. The property record cards shall be completed as recommended for use with Tyler's Unifers CAMA System with proper base costs selected as appropriate and adjusted to reflect differences from base building values.
    - b. Agricultural Approach - In valuing agricultural outbuildings, the current replacement costs should be determined for all sound buildings. Buildings in poor condition, having little or no value, shall be physically described and listed as having "no value" or given an appropriate sound physical value.
    - c. Commercial Approach - In valuing commercial improvements, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs. When many adjustments are necessary to base costs, the property is a special purpose building, or certain characteristics make it impossible to value via Tyler's Unifers CAMA System, the unit-in-place method, as presented in the Marshall & Swift Valuation Service Manual, may be used.
- G. Land Valuation - Tyler shall provide the following approach to the revaluation of land characteristics:
1. Classification - Land classified as Agricultural shall be valued according to use, per s. 70.32, of the Wisconsin Statutes. Agricultural buildings and the land necessary for the location and convenience (site) shall be assessed at fair market value in the Other classification. Values of Undeveloped, Agricultural Forest, Productive Forest, and Other shall be determined from an analysis of available market data. When available, market sales shall be used in the development of Other land units' values. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and correlating price data from the sales. Such forms shall be left with the Client. Undeveloped and Agricultural Forest shall be valued at fifty percent (50%) of market value per s. 70.32.
  2. Basic Unit Values - Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases and other available market data. In the analysis of market data, adequate records will be prepared showing data collected and unit value determinations. Such records shall be left with the Client. Having determined basic unit values, Tyler shall apply such to each parcel, making adjustments to account for particular characteristics of the site as required by Tyler's Unifers CAMA System. For residential and commercial lands, maps and schedules will be prepared indicating unit values used and locations thereof to be left with the Client.
  3. Land Tables - A copy of all charts, schedules and tables, not previously referred to, including depth factor tables, and used in the valuation of lands shall be left with the Client.
- H. Final Review - Prior to open book conference, Tyler shall perform a final analysis to compare the indicated value of the structure and the indicated value of the land as compared against sales information concerning the same parcel or comparable parcels. For commercial properties where a



determination of value has been made via the income approach, this value shall also be reviewed at this time to make the proper correlation of values between the cost, market and income. The final analysis will account and adjust for factors that may have a direct bearing on the market value and/or equitable relationship to other properties. The Client may at any time during the final review accompany the appraiser to check his/her work.

- I. Notices of Assessment - Tyler will prepare and send a Notice of Assessment (Notice) by first class mail to each property owner at the last known mailing address. The Notice form used shall be that approved by the Department of Revenue as provided in Section 70.365 to be supplied by the Client. Tyler shall also indicate on the Notice, or attach to the Notice, the time and place the open book conference will be held. Mailing shall be five (5) days prior to the first day of conferences for the convenience of the property owners. Expenses related to the printing and mailing of the Notices shall be the responsibility of the Client.
- J. Open Book Conference - Upon completion of the Client's review of assessments and prior to the completion of the assessment rolls, Tyler shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. A sufficient number of qualified Tyler personnel, approved by the Client, will be available to conduct open book conferences, Monday through Friday, at a place designated by the Client. The open book conferences will be held in an orderly manner with the least confusion to the property owner. Conferences on an appointment basis are the preferred method to attain this result. The Client and Tyler shall mutually agree upon the date and hours of conferences to ensure that all property owners have an equal opportunity to review their assessment. Hearing times shall include evening hours.
- K. Completion of Assessment Roll - Tyler shall complete the 2021 and 2022 assessment rolls in accordance with the then current statutes. Final assessment figures for each property shall be totaled and balanced, and reconciled roll shall be provided by Tyler to the Client. Tyler, acting through its representative serving in the capacity of Statutory Assessor in accordance with [Schedule A](#), shall prepare and submit the "Municipal Assessor's Report (MAR), the TID Assessor's Report (TAR) and the Annual Assessment Report (AAR) to the Supervisor of Assessments, with a copy to the Client.
- L. Board of Review - A certified member(s) of Tyler's field staff, typically the Statutory Assessor, will attend meetings of the Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to such values. In the event of appeal to the Department of Revenue or the courts, it is agreed that Tyler shall make available a qualified representative(s) upon request from the Client, at no additional cost, to furnish testimony in defense of the values established by the revaluation in all cases which might be filed within one (1) year of the completion date specified for the revaluation.



## Client Responsibilities

The following Client Responsibilities details the responsibilities of the Client under your Agreement. These Client Responsibilities are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Agreement.

- A. Office Assistance - The Client shall provide property owners and the general public with the correct number to contact the assessor for information requests regarding the assessments.
- B. Computer Services - The Client shall provide access on two (2) personal computers to the UNIVERS™ computerized system of valuation. All office supplies and computer system costs associated with the processing of data shall be the responsibility of the Client.
- C. Office Space - The Client shall provide, at no cost to Tyler, suitable office space and all necessary accoutrements to allow Tyler to perform the functions related to property assessment, including but not limited to desks, file cabinets, chairs, tables, shared personal computer/printer, miscellaneous writing and general office materials.
- D. Postage and Mailing - The Client shall be responsible for the cost of postage and materials for all assessment related mailings including but not limited to, notices of assessment, and personal property forms.
- E. The Client shall provide one (1) set of plat maps to Tyler.