

**Approval of the Assessment Services
Agreement with Tyler Technologies, Inc.**

RESOLUTION 2021 – 15

WHEREAS, on January 1, 2016, the Village of River Hills entered into its original agreement for Assessment Services with Tyler Technologies, Inc.; and

WHEREAS, the initial term of the agreement was for three (3) years commencing on January 1, 2016 through December 31, 2018 and a second agreement was approved on November 14, 2018 to extend another three (3) years commencing on January 1, 2019 through December 31, 2021; and

WHEREAS, Tyler Technologies has provided pricing to extend the agreement for a period of three (3) years commencing on January 1, 2022 through December 31, 2024 and to provide for revaluation services for the 2023 assessment year; and

WHEREAS, the Village received pricing from Tyler Technologies, Inc. which would result in an increase from \$37,500 (\$12,500-2019, \$12,500-2020, \$12,500-2021) to \$38,100 (\$12,500-2022, \$12,700-2023, \$12,900-2024) and the proposed revaluation fee for 2023 is \$49,900; and

WHEREAS, Staff recommends approval of the proposed agreement.


NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of River Hills, to approve the proposed Assessment Services Agreement for three (3) years through December 31, 2024 and the proposed Revaluation services for 2023; and further the Village President and the Village Clerk are authorized and directed to sign the Agreement.

PASSED AND ADOPTED by the Village Board of the Village of River Hills this 17th day of November, 2021.



J. Stephen Anderson,
Village President

Countersigned:



Tammy LaBorde,
Village Manager/Clerk/Treasurer



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler") and the Village of River Hills, Wisconsin with offices at 7650 N. Pheasant Lane, River Hills, WI 53217 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 19, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Term of the Agreement, as set forth in Section D(1), is hereby extended through December 31, 2024. As set forth in Section D(1), the Term may be further extended upon mutual agreement of the parties.
2. Tyler will provide the Client the professional services described in the Statement of Work attached hereto as Exhibit 1.
3. Exhibit A of the Agreement, Investment Summary, is hereby revised to add the following fees for the services set forth in Exhibit 1:

Annual Maintenance Services

Client shall pay Tyler a fixed fee of **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500)** for the period of January 1, 2022 through December 31, 2022.

Client shall pay Tyler a fixed fee of **TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700)** for the period of January 1, 2023 through December 31, 2023.

Client shall pay Tyler a fixed fee of **TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900)** for the period of January 1, 2024 through December 31, 2024.

Revaluation Services

The Client shall pay Tyler a fee of **FORTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$49,900)** for the services described in Schedule B of Exhibit 1 for the period of October 1, 2022, through August 1, 2023.

4. All professional services added to the Agreement pursuant to this Amendment will be invoiced monthly as performed.



5. The following provision is hereby added to the Agreement at Section F – General Terms and Conditions:

Data Ownership. You retain all ownership to the data collected by us as necessary to provide the services. We shall not use or copy any such data except to the extent necessary to provide the services pursuant to the terms of this Agreement. All work products generated under this contract is intended to be the property of the Client. The exception to this paragraph is any general Market Analysis not relating to specific property appraisals will remain our property.

6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Gus Tenhundfeld

Name: Gus Tenhundfeld

Title: Inside Sales Manager

Date: 11/10/2021

Village of River Hills, Wisconsin

By: J. Stephen Anderson

Name: J. Stephen Anderson

Title: Village President

Date: 11/17/21



Statement of Work

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

1.0 SCHEDULE A: ANNUAL MAINTENANCE SERVICES TO BE PROVIDED

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 River Hills, 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 Manager/Clerk/Treasurer.
- B. Statutory Assessor - Tyler will provide a qualified individual to file the official oath with the Municipal Clerk and act as statutory Assessor for the Client for the term of this Agreement. In the event of reassignment, incapacity, death, resignation or retirement of the qualified individual, Tyler will provide another qualified individual to act as statutory Assessor. The statutory Assessor shall sign the affidavit of the assessor attached to the annual assessment roll and will be available for appearances before the Board of Review or further appeals. Notwithstanding any other provisions herein this Statement of Work or the Assessor Services Agreement, this Agreement shall be suspended automatically if the qualified individual loses his or her certification from the Department of Revenue as a Certified Wisconsin Property Assessor and shall terminate automatically if Tyler fails to provide a replacement statutory Assessor within 30 days of the loss of Certification. The Client's obligation to pay for services under this Agreement shall be suspended during any time period that Tyler has not provided a qualified statutory Assessor. In addition, the Assessor may be removed as otherwise provided by law. Removal of the statutory Assessor terminates this Agreement; however, the Client will pay for all services provided prior to termination of the Agreement.
- C. Meeting Hours - Tyler will attend, upon the request of the Client Manager/Clerk/Treasurer, department head meetings or other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice.
- D. Client Staff Supervision - Tyler will provide supervisory guidance and training to current and future municipal staff, as directed by the Village Manager/Clerk/Treasurer, 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 Client's real and personal property assessment roll as required pursuant to Chapter 70 of the Wisconsin Statute, as amended from time to time.
- B. Review and assess all properties that were under partial construction as of January 1st of the previous year.
- C. Perform field inspections, including interior inspections when appropriate, on properties that were issued building permits. Interior inspections shall be attempted on all newly constructed homes, interior remodeling; such as bath and kitchen remodeling, basement remodeling and other similar type interior remodeling, as well as properties that request a review of their assessment. Properties that recently sold may also receive an interior inspection. Interior inspections will be conducted on an appointment basis.
- D. Review and assess new construction as of January 1st of the current year.
- E. Tyler will be responsible for the following assessment and clerical duties:
 - 1. Print, mail, and audit the returned personal property forms and place the new values in the assessment roll.
 - 2. Account for all buildings destroyed and demolished.
 - 3. Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue ("WI DOR") and complete all applicable reports.
 - 4. Process annexations, attachments, parcel splits and new plats.
 - 5. Correct legal descriptions as needed.
 - 6. Take digital photographs of new construction and also during the review process, if needed.
 - 7. Record building permits in the assessment database.
 - 8. Record sales data from the real estate transfer returns into the assessment database as well as transmit sales information to WI DOR as required.
 - 9. Post assessments from the assessment database to assessment the roll.
 - 10. Mailing Notices of Assessment as required by Wisconsin State Statutes.
 - 11. Conduct Open Book sessions in accordance with Wisconsin State Statutes.
 - 12. Will be responsible for ensuring that all procedures are properly completed for the Board of Review proceedings. Tyler will also attend the Board of Review meeting, defending Tyler's valuation and work products.

13. Will be responsible for providing all assessment data to the Client's GCS Tax software and ensuring that the GCS assessment roll, after the information is posted, balance to the values in the assessment database.
 14. Will be responsible for providing the WI DOR with annual reports including the Municipal Assessor Report (MAR), Tax Increment District Report (TAR), and the Assessor's Annual Report (AAR). A copy of each report will be supplied to the Client.
 15. Will provide a local or toll-free phone number Client officials and residents to contact Tyler during regular business hours, Monday through Friday, and shall return calls within forty-eight (48) hours, 90% of the time.
 16. Provide digital photographs with comparable properties in preparation for Board of Review meeting(s) so that the Board and the petitioner have evidence of comparability. Additionally, the Client's GCS software shall be updated within fourteen (14) days of the final adjournment of the Board of Review and re-balanced with the assessment database.
- F. All postage necessary to perform the duties of the Agreement shall be borne by Tyler.
- G. 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. Mail forms to all holders of personal property by January 15th of each year.
 2. Value reported will be reviewed for uniformity between similar types of property.
 3. 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.
 4. 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, Tyler shall place a doomage assessment on the property as described in II.G.2 above.
- H. Process and make determinations on all requests for property tax exemption.
- I. Update market values on Client owned land and buildings as requested by the Client.
- J. Any duties assigned by the Client not outlined in Section II, Assessment Duties, shall be considered outside the scope of this Agreement.

2.0 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 Exterior Revaluation process identified on page 4-3 of the WPAM Volume 1.

- B. Digital Images – Tyler shall capture new digital images for each property as part of the revaluation and the newly captured images will become part of the Univers CAMA software.
- C. 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.
- D. 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.
- E. Neighborhood Delineation - Tyler shall update existing neighborhood delineation for the entire village. Tyler may provide an electronic file to the Client's GIS department in order to produce a color-coded map indicating the various Neighborhood designations. The neighborhood identification procedure shall conform to Tyler's Univers CAMA software product.
- F. Data Management - This section will outline Tyler's procedures for collecting and encoding the data collected into Tyler's Univers CAMA System.
 - 1. Tyler shall encode or perform data maintenance to all property records as needed into the Univers 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.
- G. 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 Univers 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.
- H. 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.
- I. 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.
- J. 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. Tyler shall indicate on the Notice the date, time, and place of the Open Book period and the date, time and place of the first meeting of the Board of Review. Notices shall be mailed at least five (5) days prior to the first day of conferences for the convenience of the property owners. Additionally, for the revaluation, Notices will be mailed a minimum of thirty (30) days prior to the start of Board of Review as required by Statute. Expenses related to the printing and mailing of the Notices shall be the responsibility of Tyler.

- K. Open Book Conference - Tyler shall hold Open Book conferences for the purpose of enabling property owners or their agents to review, compare and discuss the assessed values with Tyler staff. A sufficient number of qualified Tyler personnel 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.
- L. Completion of Assessment Roll - Tyler shall complete the 2023 assessment roll 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
- M. Board of Review - A certified member(s) of Tyler's 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 Circuit Court, 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 final adjournment of the Board of Review for the revaluation year.
- N. Contract Deliverables. Within fourteen (14) days of the final adjournment of the Board of Review, Tyler shall turn over to the Client all records prepared for the revaluation including, but not limited to, (a) property record cards, computer generated output, maps, and any other schedules or forms, (b) all records and materials obtained for the Client and not previously returned to include maps, plans, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Client including, but not limited to, aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.

3.0 SUPPORT OF ASSESSMENT SERVICE BY THE CLIENT

A. Office Space

Client shall provide, at no cost to Tyler, on occasion, suitable office space to allow Tyler to perform the functions related to property assessment. This space is anticipated to be needed only during Open Book and Board of Review.

B. Maps

The Client will make available one (1) set of plat maps to Tyler.