



Board of County Commissioners - Staff Report

Meeting Date: October 11th 2016

Submitting Dept: Assessor

Presenter: Andy Cavallaro

Subject: TY Picket Contract
For Appraisal Services

Statement / Purpose:

Consideration of an agreement for Appraisal Consulting services for TY Picket Appraisal Consultants.

Background / Description (Pros & Cons):

The County Assessor is responsible for placing market value on all commercial and residential real property in Teton County. TY Picket Consulting has been assisting the Assessor by valuing several of the most complex properties in Teton County for several years. TY Picket has historically provided professional appraisal services not only to Teton County, but also throughout the state. With the current SBOE Order regarding commercial properties and the increases we are forecasting, it will be valuable to keep consistency with our consulting service.

TY Picket is scheduled to visit Teton County in October for individual inspections that will provide the data for 2017 valuation period. Picket's data collection, verification and reconciliation remains to be completed. TY Picket has agreed to provide the valuation by March 20th, 2017. This contract needs to be approved to meet the statutory requirements for 2017. If the contract is not approved, the Assessor's office will struggle to value these complex properties accurately and in a timely manner.

No RFP was advertised as the Assessor office has full confidence in TY Picket's Consulting services. The Assessor's office is making some court ordered changes regarding commercial property for 2017. With these changes occurring, the Assessor's office believes changing consulting services as well could create confusion and would not be beneficial to the office, county or the affected property owners.

Stakeholder Analysis & Involvement:

The stakeholders involved include TY Picket Consulting services and the accounts they will be valuing (see attached contract for account list). TY Picket has already scheduled local inspections and have a solid understanding of the statute driven valuation process. TY Picket has been performing this service for many years and have met and exceeded expectations.

Fiscal Impact:

Contract Term: 2 year contract is for 2017 and 2018 total agreed cost of \$95,000.

- 1) Same cost as 2014 and 2015
- 2) Line Item # 10-4-004-350-000, Professional Services Budgeted Total \$66,300.00
 - a. TY Picket 2017 total is \$47,500
 - b. TY Picket 2018 total is \$47,500

Staff Impact:

TY Picket's Appraisal Service Contract has a positive effect on staff resources as it helps relieve significant staff time and pressure. TY Picket will be responsible for gathering, valuing, and defending their data on the most complex properties in Teton County.

Legal Review:

K. Gingery has reviewed and approved the staff report and contract, etc.



Board of County Commissioners - Staff Report

Staff Input / Recommendation:

The BCC should note these valuations are required by statute and need to be moved forward in a timely manner. TY Picket has exceeded expectations and met a very high quality of standard historically. The Assessor's office recommends approval of this contract due to TY Picket's experience, reputation, service, and familiarity with Teton County.

Attachments:

Please see TY Picket Contract for 2017-2018 for more detailed description of the contract.

Suggested Motion:

The Assessor's moves to execute the 2 year Agreement between Teton County and TY Picket for Appraisal Services regarding specified accounts in the amount of \$95,000 which will includes \$47,500 for 2017 and \$47,500 for 2018.

APPRAISAL CONSULTING CONTRACT

AGREEMENT

This Agreement is entered into this ____ day of _____, 2016 (hereinafter referred to as the effective date of the agreement) by and between the Teton County Assessor and Teton County, a duly organized county of the State of Wyoming (hereinafter referred to as **County**) and Thos Y. Pickett & Company, Inc. of Dallas County, Texas, a Texas Corporation (hereinafter referred to as **Contractor**)

Witnesseth

WHEREAS, the County Assessor has determined the need and the advisability of employing experts skilled in the matter of appraisal of certain resort properties; and

WHEREAS, Contractor is an expert with many years of experience in such matters; and

WHEREAS, the County desires to hire Contractor and Contractor desires to provide to the County appraisal services; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Scope of Work

1. The Contractor agrees to perform the appraisal services as delineated below pertaining to the certain properties in Teton County, Wyoming, identified as follows:
 - a. **GRAND TARGHEE RESORT, LLC** currently assessed as parcel #05-612 (R0011418)
 - b. **JACKSON HOLE GOLF & TENNIS CLUB, INC.** currently assessed as parcels #02-1473 (R0014920)
 - c. **JACKSON HOLE MOUNTAIN RESORT CORPORATION** currently assessed as parcels #4A-156(R0000123), 4A-653(R0021145), 4A-823(R0015121), 4B-630(R0010930), 4B-631(R0010931), 4A-864(R0014635), 4A-571(R0011030), 4A-576(R0011034), 4A-577(R0011035), 4A-581(R0011039), 4A-582(R0011040), 4A-855(R0015116), 4A-856(R0015117), 4A-857(R0015118), 4A-1014(R21271).
 - d. **JHSC PROPERTIES, INC.** currently assessed as parcels #04-2939(R0008718), 04-2941(R0008790), 4B-629(R0010929), 4A-858(R0015119), 4A-859(R0015120).
 - e. **JMIR SNOW KING LLC** currently assessed as parcels #OJ-1844(R0006482), OJ-007532(R0019576),
 - f. **GRANDVIEW DEVELOPMENT PLAZA CONDO OWNER'S ASS.** OJ-7196(R0018662).
 - g. **SNOW KING HOLDINGS, LLC** currently assessed as parcels OJ-2106(R0007001), OJ-2214(R0006483), OJ-2194 (R0000190),
 - h. **GRAND VIEW DEVELOPMENT, LLC** currently assessed as parcels OJ-7194(R0018660), OJ-7196(R0018662), OJ-8086(R0020997), OJ-8087(R0020998), OJ-8088(R0020999).
 - i. **SPRING CREEK RANCH MANAGEMENT CO., LLC** currently assessed as parcels #1A-218(R0003916)
 - j. **CANYON LODGE LLC** currently assessed as parcels 1A-217(R0003915), 1A-163 thru 1A-172(R0003946 thru R0003955)
 - k. **CANYON TETON LLC** currently assessed as parcels 1A-238(R0018557)
 - l. **CANYON WILD LLC** currently assessed as parcels 1A-237(R0018556)
 - m. **TETON PINES LTD. LIABILITY CO.** currently assessed as parcels 04-1566 (R0008133) 04-2089(R0008135), 04-2511(R0007746).
 - n. **GRAND TETON LODGE COMPANY** currently assessed as parcel #03-070(R0000095) (Jackson Lake Lodge) parcels #03-072(R0000096) and 03-073(R0000098) (Colter Bay), parcels #04-478(R0000106) (Jenny Lake Store) and 04-479(R0000107) (Jenny Lake Lodge).
 - o. **FLAGG RANCH COMPANY** currently assessed as parcel 03-89(R0000099)
 - p. **FS (JACKSON HOLE) INC.** currently assessed as parcels 4A-782 thru 4A-787(R0010555 thru R0010560), 4A-789(R0010562), 4A-791(R0010564), 4A-792(R0010565), 4A-795(R0010568), 4A-796(R0010569), 4A-799(R0010572),
 - q. **SHR JACKSON HOLE, LLC** currently assessed as parcels 4A-652(R0021144), 4A-654(R0021146) and 4A-808(R0010581)
 - r. **3 CREEK RANCH GOLF CLUB** currently assessed as parcels #01-4042(R0003356), 01-4044(R0003288), 01-4045(R0003357), 01-4046(R0003382), 01-4048(R0003383), 01-4049(R0003358), & **3 CREEK HOMEOWNERS ASSOCIATION** currently assessed as parcels 01-4043(R0003301) & 01-4050 (R0003289).
 - s. **SRS CLUB, LLC.** currently assessed as parcels # 01-4203(R0000434), 01-4219(R0000448), 01-4225(R0000435), 01-4233 thru 01-4236(R0000450 thru R000438), 01-4442(R0016496), 01-4451 thru 01-4455(R0016505 thru R0016509) & 01-4458(R0016512).
 - t. **NEW MORaine LLC** parcels 4B-791(R0017155) and 04-5376 (R0019058).
2. The Contractor agrees to prepare, on the basis of information procured for use as evidence in determining the market value of such properties as listed above, a tabulation of technical data

and appraised values pertaining to any and all such properties, for the use of the County Assessor in reviewing and equalizing such appraisals. The Contractor agrees and obligates itself to make such analysis and survey, as of January 1, 2017 and January 1, 2018, respectively, which shall include all the information the Contractor is able to procure pertaining to the character, quality, and quantity, as well as the value of the above listed properties.

3. The Contractor further agrees to provide such expert testimony as may be required in any protest hearing at the County Board of Equalization, in any depositions, requests for discovery and like, answers to subpoena, at or for the State Board of Equalization, or in civil litigation arising from the appraisals of property covered by this contract. The Contractor shall be recompensed at a rate not to exceed Eight Hundred Dollars (\$800.00) per day per appraiser appearing or participating. The Contractor shall also be reimbursed by the County for reasonable travel and subsistence expenses and for all appropriate other expenses incurred.
4. Recognizing that the cooperation of the parties hereto is of special importance in agreements of this character, the County, acting by and through its County Assessor, as a further consideration expressly agrees that it will use all of its lawful powers in carrying out the purposes of this agreement and particularly the powers of entry, subpoena, summons, etc.
5. Reports on the appraisals of the above listed properties shall be provided to the county assessor in a meaningful and useful format on or before March 20th of each year, 2017 and 2018, respectively or as mutually agreed upon.
6. Contractor shall also do the following:
 - a. Collect and update a building (improvement) inventory for the above listed properties.
 - b. Perform pursuant to USPAP standards and applicable Wyoming Statutes.

Article 2. Compensation

The County will pay to the Contractor the sum of \$47,500.00 for the year 2017 and the sum of \$47,500.00 for the year 2018, as full compensation for the services rendered to the County Assessor under the terms of this agreement.

Article 3. Payment

The County shall pay the Contractor \$19,000.00 on the first day of October 2016 and \$11,000.00 on the first day of November, and December 2016 and the balance of \$6,500.00 shall be paid upon completion of the work for the year 2017. The County shall also pay the Contractor \$8,000.00 on the first day of September 2017 and \$11,000.00 on the first day of October, November, and December 2017 and the balance of \$6,500.00 shall be paid upon completion of the work for the year 2018. The County shall pay expenses as delineated in Article 1 Paragraph 3 within 30 days of receiving invoices for same.

Article 4. Independent Contractor Status

It is understood and agreed that Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor will not be considered an employee of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. The County shall not be responsible for withholding or paying any taxes or social security on behalf of Contractor. Contractor shall be fully responsible for any such withholding or paying of taxes or social security.

Article 5. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 6. Term of the Contract

The term of this contract shall be from the date of execution as herein written and shall continue until the completion of the services as provided in Article 1. Time is of the essence of this contract.

Article 7. Extended Services

During the term of this contract, the scope of services may be extended by mutual agreement to include additional properties and/or appraisal/assessment related services, by attachment hereto specifying said properties and/or services and the amount and terms of compensation relative thereto.

Article 8. Personnel

Contractor represents that it has or will secure, and agrees to furnish, personnel with the qualifications, skill and expertise required to perform the Scope of Services as described above in Article 1.

Article 9. County Records

In conjunction with this agreement, the County shall make every effort to provide contractor with available existing records, or adequate copies thereof, relative to the subject properties.

Article 10. Notices

Any notices required under this contract shall be sufficient if sent by certified mail, return receipt requested, to the County at the following address:

Andy Cavallaro
Teton County Assessor
P.O. Box 583
Jackson, WY 83001

And to the Contractor at the following address:

Robert T. Lehn, Vice-President
Thos Y. Pickett & Company, Inc.
4464 Sigma Rd.
Dallas, TX 75244-4596

Article 11. Indemnification

Contractor agrees that it will at all times indemnify and hold the County and its officers and employees harmless and free and clear of any and all liabilities arising from any act of omission or commission with respect to this agreement and any of the terms thereof.

Article 12. General Provisions

A.	<u>Entire Agreement:</u>	This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.
B.	<u>Waiver:</u>	The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
C.	<u>Relationship:</u>	Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner

		whatsoever, except as otherwise agreed to in writing.
D.	<u>Assignment and Delegation:</u>	Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
E.	<u>Severability:</u>	If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
F.	<u>Governing Law:</u>	This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.
G.	<u>Paragraph Headings:</u>	The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

 Andy Cavallaro (Date)
TETON COUNTY ASSESSOR

The Board of County Commissioners hereby ratifies this Agreement on behalf of Teton County, Wyoming this _____ day of _____, 2016.

**THE BOARD OF COUNTY COMMISSIONERS
 TETON COUNTY, WYOMING**

 Barbara Allen, Chair

(Seal)

Attest:

 Sherry Daigle, Teton County Clerk

THOS Y. PICKETT & COMPANY, INC.

 Robert T. Lehn, Vice-President

 (Date)