

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

City of Franklin vs. Accurate Appraisal LLC et al

**Electronic Filing
Notice**Case No. 2025CV001134
Class Code: Money Judgment

FILED

02-05-2025

Anna Maria Hodges

Clerk of Circuit Court

2025CV001134

Honorable William
Sosnay-08

Branch 08

SCOTT MCFARLANE
5275 W. EDGEWOOD DRIVE
APPLETON WI 54913

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: February 5, 2025

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STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CITY OF FRANKLIN
9229 W. Loomis Road
Franklin, WI 53132

Plaintiff,
v.

Case No.
Case Code: 30301

ACCURATE APPRAISAL, LLC
1428 Midway Road
Menasha, WI 54952

Registered Agent: Lee DeGroot

SCOTT MCFARLANE
5275 W. Edgewood Drive
Appleton, WI 54913

KYLE KABE
521 Oakridge Lane
New London, WI 54961

WEST BEND MUTUAL INSURANCE COMPANY
1900 South 18th Avenue
West Bend, WI 53095
Registered Agent Same Address

Defendants.

SUMMONS

THE STATE OF WISCONSIN:

To Each Person and/or Entity Named Above As Defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Clerk of Circuit Court, Milwaukee County Courthouse, 901 N. 9th Street, Room 104, Milwaukee, Wisconsin, 53233, and to The Rose Group, S.C., plaintiff's attorneys, whose address is 1134 N. 9th Street, Suite 220, Milwaukee, Wisconsin 53233. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: February 5, 2025

THE ROSE GROUP, S.C.

Attorney for Plaintiff

By: *Electronically signed by Douglas W. Rose*

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Jennifer Geller Baumann
State Bar No. 1034916
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Defendants.

COMPLAINT

NOW COMES the above-named Plaintiff, the City of Franklin, by its attorneys, The Rose Group, S.C. and as for its complaint against the above-named Defendants, Accurate Appraisal, LLC, Scott McFarlane, Kyle Kabe, and West Bend Mutual Insurance Company, alleges and shows to the Court as follows:

PARTIES

1. The Plaintiff, the City of Franklin (hereinafter the “City”), is located in the County of Milwaukee, State of Wisconsin and has a total area of 34.69 square miles with a population of approximately 37,000 residents.

2. The Defendant, Accurate Appraisal, LLC (hereinafter “Accurate”), is a Wisconsin limited liability company with a principal place of business located at 1428 Midway Road, City of Menasha, County of Winnebago, State of Wisconsin. The registered agent is Lee DeGroot located at the same address.

3. The Defendant, Scott McFarlane, upon information and belief, is a Wisconsin resident, with a residential address at 5275 W. Edgewood Drive, Appleton, County of Outagamie, State of Wisconsin. At all times relevant, Mr. McFarlane was the owner of Accurate and the Chief Accountability Officer.

4. The Defendant, Kyle Kabe, upon information and belief, is a Wisconsin resident, with a residential address of 521 Oakridge Lane, New London, State of Wisconsin. At all times relevant, Mr. Kabe was the mass appraisal expert and designated representative of Accurate for its appraisal work.

5. The Defendant, WEST BEND MUTUAL INSURANCE COMPANY, is identified pursuant to a Certificate of Insurance as the insurer for Accurate providing liability coverage for the allegations contained herein, including, but not limited to, negligent acts or omissions of those persons in the employ of Accurate.

JURISDICTION AND VENUE

6. Pursuant to Wis. Stat. § 801.05, jurisdiction is proper because all parties are domiciled in the state of Wisconsin.

7. Pursuant to Wis. Stat. § 801.50, venue is appropriate because Milwaukee County is

the county in which the present claims arose, is the County in which the appraisal services at issue were rendered, and all parties reside or otherwise do business within Milwaukee County. Additionally, the contract between the parties selects Milwaukee County as the proper venue.

FACTUAL BACKGROUND

Accurate and the City Enter into an Agreement for Mass Appraisal Services

8. On or about January 2022, the City sought an experienced, licensed assessment company to perform mass appraisals, or a systematic valuing of a group of properties as of a given date using standardized processes to collect data and appraise the property to ensure all properties within a municipality are valued uniformly and equitably.

9. Among the assessment companies the City met with while performing its due diligence was Accurate and its owner, Mr. McFarlane.

10. Accurate, through Mr. McFarlane, represented to the City that it had seasoned licensed appraisers with the experience necessary to handle mass appraisals and re-valuations. Accurate also represented that it would allow the City access to property data online, online appointments, and live customer service.

11. Accurate and Mr. McFarlane indicated that Accurate would provide information enabling property owners to understand the assessment process and their valuations.

12. Accurate and Mr. McFarlane also represented that Accurate would use a suitable computer assisted mass appraisal system (hereinafter "CAMA") to provide appraisal services to the City. Accurate and Mr. McFarlane represented that this CAMA system would generate an automated database for maintaining property data, valuing property and ensuring tax equity through uniform valuations.

13. Such representations concerning the experience, procedures, and CAMA software used by Accurate were important to the City, because there are industry standards and State statutes that govern mass appraisal procedures and techniques when determining the value of properties to ensure all the properties within the City are valued equitably. Additionally, representations regarding the quality and accuracy of the work were important as much of the City's tax revenue is generated from these valuations.

14. Relying on these representations, the City and Accurate entered into an Agreement for Professional Services dated February 7, 2022 (hereinafter "Agreement"). A true and correct copy of the Agreement is attached and as **Exhibit A**.

Relevant Terms of the Agreement

15. Pursuant to the Agreement, the City contracted with Accurate to provide the following services: 1) serve as the City's statutory assessor, 2) provide annual maintenance and clerical services, and 3) provide revaluation services in a competent, timely, efficient, and cost effective and customer service-oriented manner.

16. Accurate was to provide the above services in a professional manner, and all work required was to comply with Wisconsin State Statutes, any rules or regulations adopted by the Wisconsin Department of Revenue and industry standards.

17. Pursuant to the terms of the Agreement, Accurate was to designate a "qualified and responsible employee to supervise the Assessment Services Work for the entire period."

18. The qualified Accurate supervisor was to be certified at a minimum, as an Assessor Level II or Assessor Level III, and would report to and be accountable to the City Director of Administration.

19. Additionally, pursuant to the terms of the Agreement, Accurate's scope of work included, but was not limited to, the following:

- a. Collecting data concerning sales of land and improved parcels of land to calculate land values;
- b. Inspecting the interior and exterior of all commercial properties currently permitted, or properties requiring inspection;
- c. Inspecting properties to be appraised if value is impacted and listing improvements to be appraised; and
- d. Capturing new digital photographs for each newly improved parcel, and any unique or unusual properties.

20. In performing these services, Accurate was contractually required to, "consider the cost, market and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means."

21. The data Accurate collected under the Agreement was required to contain at least the following specifications:

- a. Inspection data recorded on forms in compliance with the Department of Revenue, with detailed notes regarding the structure;
- b. Additional information including market data, building costs, sales, rental rates, leasehold improvements, vacancy rates, and income and expense data;
- c. Data collection for income producing properties shall include rental rates, leasehold improvements, vacancy rates, and income and expense data;
- d. Property listing/record cards including time, date, assessor for each inspection or attempted inspection, signed by the person authorizing internal inspection. The information included for each parcel should include size, footage, width, depth, topography, productivity, site improvements, utilities, zoning and location, and when completed should be entered into the CAMA;
- e. Measurements of all improvements to verify the accuracy of the existing sketches, and if drawings are missing interior areas, one should be created;
- f. Perform all square footage calculations and verify accuracy, and if anything is inaccurate correct the information at no additional expense to the City; and
- g. Complete listing sheets and sketches ready for data entry and electronic records.

22. Accurate was also responsible for handling all mailing Notice of Assessments to property owners, Open Book hearings, property re-evaluations, review and assessment of all partially constructed properties, field review and assessment of new construction, attending Board of Review hearings, and maintaining office hours at the City Hall.

Accurate's Breach of the Agreement and Failure to Properly Perform Services

23. Although the full scope of Accurate's improper conduct remains subject to investigation, as Accurate commenced performance of the Agreement, unbeknownst to the City, it failed to properly conduct valuations as set forth further below.

24. Conversion of data from prior CAMA implementation did not conform to best practices and resulted in data that did not meet the IAAO Standard on Data Quality.

25. Accurate failed to perform due diligence in handling property data. Data that needed to support attribute-based valuation was not reviewed to ensure accuracy, currency, consistency or completeness resulting in attributes being missed for properties.

26. Accurate was required to conduct field inspections of properties, including new construction and partial construction properties, for both residential and commercial properties. Upon information and belief, Accurate failed to conduct these inspections.

27. Cost models were used for residential properties, but land values were not updated or recalibrated to reflect post-covid changes in the market or submarkets.

28. Instead, upon information and belief, Accurate used old or unverified data without updating this information or conducting field inspections. As a result, the data used was not accurate.

29. Neighborhoods were not reviewed to update adjustment factors, resulting in non-uniform neighborhood adjustments.

30. Condominiums appear to suffer from poor uniformity, despite many of the condominiums having similar or the same attributes.

31. A complete re-listing of attributes is needed for non-residential properties, and upon information and belief, no re-listing occurred.

32. Trending factors were used for non-residential properties, but no documentation was provided regarding the calculation of the factors used.

33. Additionally, Accurate was to complete sketches and verify existing sketches as part of the valuation process, and sketches were not converted from prior system.

34. Upon information and belief, Accurate not only failed to create these sketches, but also failed to retain prior sketches supporting its valuations.

35. The required sketches and field inspections are critical to understanding the dimensions and other attributes of properties for valuation purposes.

36. In addition to sketches not converting, photographs were also not converted for a significant number of City properties.

37. Upon information and belief, no ratio study was provided to measure assessment performance.

38. No information was provided to document the attributes of properties that were collected or used in the reappraisal.

39. Changes in use or in attributes of properties were not validated or considered in the reappraisal.

40. The valuation process was not properly disclosed or documented.

41. Accurate was also required to collect sufficient data, as specified in the Agreement, to enable it to value properties.

42. Upon information and belief, Accurate routinely failed to collect sufficient data for valuations and also failed to record this data.

43. It is important for appraisers to collect sufficient data concerning property attributes as this data forms the basis of a property's value. Without valid underlying data, property values cannot be correctly determined.

44. In conducting its appraisal services, Accurate was contractually obligated to consider the cost, sales, and income approaches.

45. Upon information and belief, Accurate failed to consider these approaches, and instead utilized a trending methodology adopting prior assessment data and trending said information to sales data.

46. Further, upon information and belief, Accurate did not perform a ratio study or any other validation method with respect to its trending methodology.

47. Ratio studies and validation methods are required to determine if an appraisal methodology is correct or valid.

48. Absent proper ratio studies, Accurate has no way of knowing whether its appraisals are valid or correct.

49. Because Accurate did not verify the underlying data, did not conduct proper field inspections of the properties, did not maintain or create sketches and photographs, and did not ultimately have sufficient property attributes, its valuations were inaccurate.

Complaints Against Accurate Emerge

50. Although the City was not yet aware of Accurate's conduct, as property owners received their tax assessments, concerns relating to Accurate's methods and data collection began to emerge.

51. In 2023, a complaint was filed with Department of Revenue (“DOR”), which found some of Accurate’s practices improper, and ordered corrective action. To date, it is unclear what follow up, if any, occurred.

52. Following this investigation, the City continued to receive complaints concerning Accurate’s assessments.

53. For example, property owners complained that assessments were based on inaccurate property attributes such as inclusion of a basement or other home features that did not exist. In other cases, property owners complained that their valuations were not based on any identifiable method or attributes.

54. Other property owners reported that Accurate acquiesced to changes in property valuation when complaints were raised based solely on the fact that a complaint was made. There is no data or record supporting these changes.

55. In addition to residential valuation issues, reports of commercial buildings being excluded or improperly updated were also received.

56. In response to these complaints, Accurate was unwilling to explain its valuations and was unwilling to provide data or information supporting its appraisals to property owners and the City.

57. These complaints prompted the City to investigate further revealing there were significant problems with Accurate’s assessments.

58. In addition to the above issues, Accurate’s assessor, Mr. Kabe, was also the subject of investigation due to improper assessment practices.

59. In 2023, a complaint was filed with the Department of Revenue (“DOR”) relating to Mr. Kabe and his conduct as a professional assessor.

60. As a result, the DOR initiated an investigation.

61. The results of that investigation were provided to the City in a letter dated January 7, 2025, in which the DOR concludes that Mr. Kabe's assessment work was, "not compliant with state law and the Wisconsin Property Assessment Manual (WPAM)." Specifically, the DOR indicated that at least the following issues or violations were present:

a. Mr. Kabe failed to clearly communicate with property owners, and communications were not fully documented in accordance with WPAM Vol 1 Ch. 5.

b. Mr. Kabe failed to ensure that property owners have a complete understanding of issues relating to their assessments pursuant to WPAM 5-6.

c. Mr. Kabe failed to inform property owners of the appeal process relating to their assessments pursuant to WPAM 5-6.

d. Mr. Kabe did not ensure that proper information sharing, and notification procedures were in place to address property owner communications and concerns.

62. Upon information and belief, Accurate's improper valuations have deprived the City of Franklin of substantial tax revenue and damaged the City of Franklin in an amount to be determined at trial.

63. In addition to the loss of tax revenue, Accurate's improper appraisals have also resulted in the loss of significant data including sketches, property attributes, and other information necessary to conduct ongoing valuations of property. As a result, the City will incur substantial additional costs in re-creating this data and generating new accurate valuations.

CLAIMS

FIRST CAUSE OF ACTION AGAINST THE DEFENDANT
ACCURATE APPRAISAL, LLC & MR. MCFARLANE
Violation of Wis. Stat. § 100.18 Unfair Trade Practices

64. The Plaintiff re-allege and incorporate herein by reference Paragraphs 1 through 63 above, as if fully set forth herein.

65. The Defendants made representations to the Plaintiff, including but not limited to the representations outlined in Paragraphs 10 through 13 above relating to the quality of work, experience, and software that Accurate would use or otherwise possessed.

66. These representations were material to the Plaintiff's decision to enter into the Agreement. The Plaintiff, relying on said representations proceeded to sign the Agreement:

67. The representations were not true as the Defendants did not possess the requisite experience, skill, CAMA software, and ability to conduct the re-evaluation and failed to conduct the revaluation consistent with industry standards.

68. The Plaintiff suffered pecuniary damages as a result of the false or misleading representations, including but not limited to, the costs of conducting a new re-valuation with a new appraisal company, the loss of tax revenue resulting from improper valuations, the additional costs resulting from the loss of property data, and the costs of this action.

69. This conduct constitutes an unfair trade practice under Sec. 100.18, Wis. Stats., such that the Plaintiff is entitled to all remedies afforded thereunder, including actual costs, and reasonable attorney fees incurred in this matter.

SECOND CAUSE OF ACTION AGAINST THE DEFENDANT
ACCURATE APPRAISAL, LLC
Breach of Contract

70. The Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through 69, above, as if fully set forth herein.

71. A valid and binding contract existed by and between the Plaintiff and the Defendant for the provision of various appraisal-related services as specified in Exhibit A.

72. The Plaintiff complied with each and every obligation pursuant to the Agreement.

73. The Defendant breached the contract in numerous ways as outlined above in Paragraphs 24 through 48 including but not limited to, failing to use the approaches required under the contract for valuation, failing to conduct the required field inspections, failing to maintain or collect the requisite property data, failing to create or maintain property measurements and sketches or other attributes, failing to comply with industry standards and Wisconsin Statutes in performing the services, failure to provide accurate valuations, failure to properly communicate with the City and property owners, and failure to provide data when requested.

74. As a direct and proximate result of these breaches, the Plaintiff has suffered damages.

THIRD CAUSE OF ACTION AGAINST DEFENDANTS
ACCURATE APPRAISAL, LLC and KYLE KABE
Negligence

75. The Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through 74 above, as if fully set forth herein.

76. That the Defendant Kyle Kabe owed a duty to act diligently and exercise reasonable skill and care in providing appraisal services.

77. Upon information and belief, Mr. Kabe was designed as the Accurate employee “qualified and responsible [] to supervise the Assessment Services Work for the entire period.” As a result, Mr. Kabe had a duty to carry out his duties with reasonable care and diligence consistent with that of a professional assessor.

78. Defendant Accurate owed a duty act diligently and exercise reasonable skill and care in providing appraisal services. Accurate also owed a duty to hire, train and assign

appraisers who were qualified to work as a City Assessor and would act diligently and exercise reasonable skill and care.

79. Additionally, Accurate owes a duty of care in supervising its employees in the course of the performance of their job duties. Accurate failed to properly supervise its employees.

80. The Defendant, Mr. Kabe, failed to exercise ordinary care in providing appraisal services by failing to follow industry standards and Wisconsin law in performing appraisal services as outlined in Paragraphs 24 through 48 and 58 through 63 above, thus constituting negligence.

81. The Defendant, Accurate is vicariously liable for the negligence of its employees under the doctrine of respondeat superior and is also liable for failing to properly supervise and train its employees. Accurate failed to properly supervise and train its employees, including Mr. Kabe.

82. As a direct and proximate result of the Defendants' negligence the Plaintiff has suffered pecuniary harm.

WHEREFORE, the Plaintiff, respectfully demand judgment against the Defendants, jointly and severally, as follows:

- a. For compensatory damages;
- b. For all statutory remedies available, including attorney fees, under Section 100.18;
- c. For attorneys fees and costs;
- d. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY OF TWELVE (12) PERSONS IS HEREBY MADE.

Dated: February 5, 2025

THE ROSE GROUP, S.C.
Attorney for Plaintiff

By: *Electronically signed by Douglas W. Rose*

Douglas W. Rose
State Bar No. 1017205
Jennifer Geller Baumann
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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, made and entered into this 7th day of February, 2022, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and *Accurate Appraisal, LLC* (hereinafter "ASSESSMENT FIRM"), whose principal place of business is PO Box 415, Menasha, WI 54952-0415.

WITNESSETH

WHEREAS, the ASSESSMENT FIRM is duly qualified and experienced to provide Assessment Services to Wisconsin municipalities and has offered services for the same as specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the ASSESSMENT FIRM to perform assessment services as detailed herein, in accordance with State of Wisconsin regulatory and industry standards;

WHEREAS, the ASSESSMENT FIRM is qualified to do business in Wisconsin; and

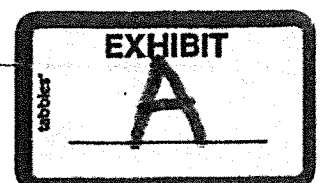
WHEREAS, the City and ASSESSMENT FIRM wish to enter into this AGREEMENT to specify the duties and obligations of the parties for the services described herein; and

WHEREAS, the ASSESSMENT FIRM is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this AGREEMENT;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the ASSESSMENT FIRM agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The ASSESSMENT FIRM shall provide services to the CITY as described in the scope of services established in the City's Request for Proposals, which is attached and incorporated herein as Attachment A.
- B. The ASSESSMENT FIRM shall serve as the CITY'S professional representative in matters to which this AGREEMENT applies.
- C. The ASSESSMENT FIRM may not employ the services of outside ASSESSMENT FIRMS or SUB-ASSESSMENT FIRMS without the express permission of the City to complete work under this AGREEMENT.
- D. The ASSESSMENT FIRM is an independent ASSESSMENT FIRM and all persons furnishing services hereunder are employees of the ASSESSMENT FIRM and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the ASSESSMENT FIRM as employer. The CITY understands that express agreements may exist between the ASSESSMENT FIRM and its employees regarding extra work, competition, and nondisclosure.



II. FEES AND PAYMENTS

The CITY agrees to pay the ASSESSMENT FIRM, for and in consideration of the performance of the services further described in Attachment A, an amount not to exceed \$210,000 annually, for each year of the AGREEMENT, subject to the terms detailed below:

- A. The ASSESSMENT FIRM may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the ASSESSMENT FIRM'S invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the ASSESSMENT FIRM will not exceed the fee for Services, which is inclusive of all expenses related to the service included in this AGREEMENT.
- C. Included in the fees identified above, are the following: all assessment software, conversion of data, and associated maintenance costs; all office supplies; all paper, envelopes, postage, and related materials to prepare and mail all notices and communications, to Franklin property owners, in conjunction with this AGREEMENT; and computers and other office equipment used for in-office or fieldwork.
- D. There are no reimbursable costs to be paid in addition to the above established fees in conjunction with this AGREEMENT.
- E. In the event of a Personal Property Tax Repeal in Wisconsin, the ASSESSMENT FIRM shall reduce the annual fee by \$5,000 for each year that does not require these services to be provided.
- F. Should the CITY find deficiencies in work performed or reported, it will notify the ASSESSMENT FIRM in writing within thirty (30) days of receipt of invoice and related report, and the ASSESSMENT FIRM will remedy the deficiencies within thirty (30) days of receiving the CITY'S notice, which period may be extended by mutual agreement of the ASSESSMENT FIRM and the CITY'S representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- G. Travel time to and from CITY locations is not chargeable time.

However, if CITY ends AGREEMENT prior to December 31st in year 3, 4, or 5, but after assessment services for that year are complete, the annual fee for that year shall not be greater than \$191,600.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the ASSESSMENT FIRM.

- B. The CITY may, in writing, request changes in the services required to be performed by the ASSESSMENT FIRM and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the ASSESSMENT FIRM shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the ASSESSMENT FIRM to finalize acceptance of the change order. Any claim by the ASSESSMENT FIRM for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the ASSESSMENT FIRM of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. Peggy Steeno, Director of Administration, acting on behalf of the CITY, will be responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the ASSESSMENT FIRM.
- B. The CITY will timely provide the ASSESSMENT FIRM with information in its possession related to the services as mutually deemed necessary and pertinent.
- C. The ASSESSMENT FIRM will appoint, subject to the approval by the CITY, Kyle Kabe, Account Manager, Assessor 2 and 3, as the ASSESSMENT FIRM'S Project Manager and may appoint other key providers of the Services by mutual consent of the ASSESSMENT FIRM and the CITY. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the ASSESSMENT FIRM at least forty-five (45) business days before the specified effective date of such termination. Upon such termination by the CITY, the ASSESSMENT FIRM shall be entitled to payment of such amount as shall fairly compensate the ASSESSMENT FIRM for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the ASSESSMENT FIRM shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to the Services that the ASSESSMENT FIRM may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.

- C. The rights and remedies of the CITY and the ASSESSMENT FIRM under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the ASSESSMENT FIRM'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the AGREEMENT, as determined by the CITY.

VI. INSURANCE

The ASSESSMENT FIRM shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	Statutory Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, the ASSESSMENT FIRM shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are thereafter canceled, permitted to expire, or changed, the ASSESSMENT FIRM shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the ASSESSMENT FIRM, nor the ASSESSMENT FIRM'S SUB-ASSESSMENT FIRM, if applicable, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the ASSESSMENT FIRM fails to ensure the ASSESSMENT FIRM and all SUB-ASSESSMENT FIRM'S are insured and continue to remain insured, the ASSESSMENT FIRM shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all SUB-ASSESSMENT FIRM'S shall remain with the ASSESSMENT FIRM; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure ASSESSMENT FIRM and SUB-ASSESSMENT FIRM'S have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §§893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The ASSESSMENT FIRM warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTACTOR.
- C. To the fullest extent permitted by law, the ASSESSMENT FIRM shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of the ASSESSMENT FIRM or the ASSESSMENT FIRM'S officers, directors, partners, employees, and ASSESSMENT FIRMS in the performance of the ASSESSMENT FIRM'S services under this AGREEMENT.

- D. To the fullest extent permitted by law, the ASSESSMENT FIRM'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the ASSESSMENT FIRM and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the ASSESSMENT FIRM'S negligence bears to the total negligence of the CITY, the ASSESSMENT FIRM, and all other negligent entities and individuals.

VIII. TIME FOR COMPLETION

The ASSESSMENT FIRM shall commence work promptly and diligently upon execution of this AGREEMENT.

The ASSESSMENT FIRM shall complete the Services timely as detailed in the scope of services.

IX. TERM

The ASSESSMENT FIRM shall complete the assessment work of all taxable real and personal property within the City for 2022, 2023, and 2024 assessment rolls, with possible extensions for the 2025 and 2026 assessment rolls. The ASSESSMENT FIRM will begin work under contract on or about February 7, 2022 and continue through 2024 with possible extensions through 2026.

X. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

XI. RECORDS RETENTION

Unless other required herein, the ASSESSMENT FIRM shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT based on statutory requirements. Such records shall be made available by the ASSESSMENT FIRM to the CITY for inspection and copying upon request.

XII. MISCELLANEOUS PROVISIONS

- A. Professionalism: The ASSESSMENT FIRM stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the ASSESSMENT FIRM under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C. **Conflict of Interest:** The ASSESSMENT FIRM warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The ASSESSMENT FIRM warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the ASSESSMENT FIRM. Upon receipt of such notification, a CITY review and written approval is required for the ASSESSMENT FIRM to continue to perform work under this AGREEMENT. Additionally, the ASSESSMENT FIRM shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

XIII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any ASSESSMENT FIRM proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

ACCURATE APPRAISAL, LLC

BY: [Signature]

BY: [Signature]

PRINT NAME: Stephen R. Olson

PRINT NAME: Scott McFarlane

TITLE: Mayor

TITLE: Owner / Chief Accountability Officer

DATE: 2/8/22

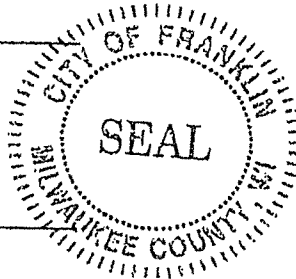
DATE: 2/8/22

BY: [Signature]

PRINT NAME: Bryan Tomczak

TITLE: Director of Finance and Treasurer

DATE: 2/8/22



BY: [Signature]

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: 2/09/2022

Approved-as to form:

[Signature]

Jesse A. Wesolowski, City Attorney

DATE: 2/9/22

Project Scope

ATTACHMENT A

The City is contracting with qualified ASSESSMENT FIRM to provide the following services (1) serve as the City's Statutory Assessor, (2) provide annual maintenance and clerical services, and (3) provide revaluation services in a competent, timely, efficient, and cost effective and customer service-oriented manner

Background Information

The City, with a 2021 population estimate of 36,646, is located in Milwaukee County, Wisconsin. The 2021 Aggregate Assessed Value of all Property Subject to the General Property Tax for the City is \$4,877,836,200. The assessment ratio for 2021 is 100.0007%. The City currently uses "Universe" assessment software for storage and valuation of real estate and personal property.

The City has the following parcel counts (from 2021 Statement of Assessment)

2021 Real Estate Assessed Valuation Summary

Classification	Parcel Count		Assessed Values		
	Land	Improvements	Land Value	Improvement Value	Total Value
Residential	12,067	11,435	\$752,789,700	\$2,893,636,000	\$3,646,425,700
Commercial	558	413	\$258,528,900	\$738,751,600	\$997,280,500
Manufacturing*	62	54	\$31,636,400	\$127,697,500	\$159,333,900
Agricultural	189	0	\$802,000	\$0	\$802,000
Undeveloped	93	0	\$806,700	\$0	\$806,700
Agricultural Forest	3	0	\$65,000	\$0	\$65,000
Forest lands	6	0	\$102,400	\$0	\$102,400
Other	74	69	\$5,757,700	\$13,893,400	\$19,651,100
Total	13,052	11,971	\$1,050,488,800	\$3,773,978,500	\$4,824,467,300

*Manufacturing is assessed by the State of Wisconsin Department of Revenue (WIDOR)

2021 Personal Property Account Summary

Classification	Count	Value
Locally Assessed / Manufacturing	859	\$53,368,900

The City of Franklin has three (3) school districts, six (6) current Tax Incremental Finance Districts, and two (2) mobile home parks

A named representative of the ASSESSMENT FIRM (Assessor) is the statutory assessor for the City of Franklin and will complete, in a professional manner, all of the work required under this scope in accordance with Wisconsin State Statutes. The Assessor shall complete the assessment work of all taxable real and personal property within the City for 2022, 2023, and 2024 assessment rolls, with possible extensions for the 2025 and 2026 assessment rolls. The AGREEMENT is commencing on February 7, 2022 and continue through the 2024 Assessment year, with possible extensions through August 31, 2026.

The scope of work completed by the ASSESSMENT FIRM shall include

- 1 The ASSESSMENT FIRM will perform all of the work required to properly and professionally assess and list the real and personal property of the City in accordance with applicable Wisconsin State Statutes and in full compliance with all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as well as comply with public records laws, including record retention periods

The ASSESSMENT FIRM shall designate a qualified and responsible employee to supervise the Assessment Services Work for the entire contract period. The individual shall be certified, at a minimum, as an Assessor Level II or Assessor Level III. The individual designated as such shall be available to the City for the entire contract. Should the Assessor/Supervisor be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval by the City.

The Assessor/Supervisor shall report to and be accountable to the Director of Administration. The Assessor shall meet with the Director of Administration on a regular basis to discuss the progress of the work and to review the data and reports completed. The City reserves the right to inspect the data and the progress of the work performed at any time without limitation

- 2 Collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources, the ASSESSMENT FIRM and City Assessor shall calculate all land values throughout the City
- 3 Inspect the interior and exterior of all commercial properties currently permitted or properties requiring inspection due to discovery
 - a The ASSESSMENT FIRM shall physically inspect properties to be appraised if value is impacted and will carefully measure and list all improvements to be appraised
 - b All internal inspections for commercial property will be done by appointment when applicable. The ASSESSMENT FIRM will schedule appointments
 - c The ASSESSMENT FIRM will capture a new digital photograph for each newly improved parcel. Any unique, large, or unusual properties may require more than one photograph
- 4 The ASSESSMENT FIRM shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means
- 5 Data Specifications
 - a The inspection data will be recorded on forms that are in compliance with Department of Revenue forms. Detailed notes regarding the structure will be included on the forms
 - b Additional information including market data, building costs, sales, rental, leasehold improvements, and income and expense data will be collected as circumstances dictate
 - c Data collection for income producing properties shall include rental rates, leasehold improvements, vacancy rates, and income and expense data. This information will be maintained in a secure location at city hall
 - d Documentation will be noted on each property listing/record card including the time, date, and assessor for each inspection or attempted inspection. The person authorizing internal inspection shall sign said document. The ASSESSMENT FIRM shall gather for each parcel information including, but not limited to size, area, footage, width, depth, topography, productivity, site improvements, utilities, access, zoning, situs (corner vs

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- interior), and location. Such information, when completed, shall be entered by the ASSESSMENT FIRM into the software system.
- e. The ASSESSMENT FIRM will measure all improvements to verify the accuracy of the existing sketches. All corrections including dimensions, labels, and new areas shall be noted on the sketch. If the drawing is missing, or not include interior areas, the ASSESSMENT FIRM shall create one.
 - f. The ASSESSMENT FIRM will perform all square footage calculations and verify accuracy. All incomplete, unverified, and/or inaccurate measurements and/or calculations will be corrected at no additional expense to the City.
 - g. Completed listing sheets and sketches shall be ready for data entry and the electronic records updated in a routine and timely manner. Any data deemed missing, illegible, or inaccurate will be corrected at no additional cost to the City.
6. The contract commitment shall be that all improved commercial properties shall be inspected. The specified inspection rate assumes reasonable property owner cooperation and shall therefore be inclusive of "Certified No Response" properties.
- a. Prior to the Open Book hearing period, a time for public inspection of the proposed roll will be allowed. The Open Book period shall be scheduled to comply with appropriate statutes, be scheduled for day and evening sessions, and ensure notice to affected properties.
 - b. The Board of Review for the revaluation period shall be scheduled at the mutual convenience of the City Assessor, Board of Review, and the City Clerk.
 - c. The ASSESSMENT FIRM will be responsible to attend the Board of Review hearings, and defend valuations and work products. The ASSESSMENT FIRM will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved.
7. The ASSESSMENT FIRM and the ASSESSMENT FIRM'S employees shall be required to take and subscribe to an oath of office certifying that it will faithfully perform the duties of the assessor in conformity with Section 19.01, Wisconsin Statutes, and file said oath with the City Clerk prior to undertaking any of said duties.
8. The ASSESSMENT FIRM shall be accountable and report to the Director of Administration. The ASSESSMENT FIRM shall meet with the Director of Administration on an as-needed basis to discuss the progress of the work and to review the data and the reports completed. The City reserves the right to inspect the data and the progress of the work performed at any time without limitation.

The City of Franklin requests the ASSESSMENT FIRM to provide staffing for annual assessment services of all existing property in the City of Franklin performed in the years 2022-2024. Further, the scope of work from ASSESSMENT FIRM shall include:

1. The ASSESSMENT FIRM will maintain office hours throughout the calendar year at the Franklin City Hall, 9229 W Loomis Road, Franklin, WI 53132, currently set at thirty-seven and one-half (37.5) hours, encompassing all 5 business days, per week. Flexibility and availability of ASSESSMENT FIRM staff and the needs of the City will be considered in finalizing the number of hours per week with approval of planned hours by the Director of Administration. In addition, the ASSESSMENT FIRM may be required to attend City meetings as requested by the Director of Administration.
2. The ASSESSMENT FIRM shall be responsible for all assessment-related clerical duties and customer service, as needed.

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- 3 The ASSESSMENT FIRM will be responsible for the field review and assessment of all properties that were under partial construction as of January 1st of the previous year
 - 4 The ASSESSMENT FIRM will be responsible for the field review and assessment of new construction as of January 1st of the current year
 - 5 The ASSESSMENT FIRM will be responsible for the performance of interior inspections on all newly constructed buildings, partially constructed buildings from the previous year, any interior remodeling, additions and demolitions
 - 6 The ASSESSMENT FIRM will be responsible for the field visit and measurement of all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits
 - 7 The ASSESSMENT FIRM will be responsible for the field review, as deemed necessary, for properties that have been sold, for which a building permit has not been issued
 - 8 The ASSESSMENT FIRM will be diligent in discovering and assessing all personal property
The ASSESSMENT FIRM will complete field visits of all personal property accounts annually to discover new accounts and account for businesses that may have closed prior to the assessment year The ASSESSMENT FIRM will cross reference personal property accounts with the corresponding real property and parcel numbers
 - 9 The ASSESSMENT FIRM will manage the mailing of State approved Personal Property Forms to all holders of personal property in the City by January 15th of each year, audit the returned forms, and place the new values on the assessment roll The ASSESSMENT FIRM will manage the process of the collection of the name and address of each personal property contact person, separate from the business name The ASSESSMENT FIRM shall keep on file in the office a doorage listing prior to open book review
 - 10 The ASSESSMENT FIRM will manage the accounting of all buildings destroyed or demolished
 - 11 The ASSESSMENT FIRM will be responsible for determining whether an organization or individual meets the requirements for exemption from property tax, and will mail written determinations to owners when requests are received
 - 12 The ASSESSMENT FIRM will manage the processing of parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps, and any other land divisions
 - 13 The ASSESSMENT FIRM will take digital photographs of new construction on or about January 1st annually, and also during the review process as needed
 - 14 The ASSESSMENT FIRM will maintain and annually update property owner lists, with current name and address changes

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- 15 The ASSESSMENT FIRM will validate sales and provide assessment data through the Department of Revenue PAD System, and record sales information to property record cards electronically
 - 16 The ASSESSMENT FIRM will annually update all property owner information with new legal descriptions electronically
 - 17 The ASSESSMENT FIRM will manage the mailing of Notice of Assessment to property owners and others as required by Wisconsin Statute
 - 18 The ASSESSMENT FIRM will attend all Board of Review hearings, defend the City as needed at the hearings and defend valuations and work products. The ASSESSMENT FIRM will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved
 - 19 The ASSESSMENT FIRM will value all mobile homes in parks as required by law
 - 20 All assessment files and records created and data collected by the ASSESSMENT FIRM shall remain the property of the City. Records removed for work in progress shall be returned to the City offices immediately upon completion of that work
 - 21 The ASSESSMENT FIRM shall communicate openly and in a timely manner with the Director of Administration and other proper City personnel and the public regarding assessment matters
 - 22 The ASSESSMENT FIRM is required to present a positive, professional image in both dress and conduct while interfacing with City staff and the public
 - 23 All assessment personnel shall carry proper photo identification provided by the City to assure the public of their identity and purpose for gaining access to private property
 - 24 The ASSESSMENT FIRM is not permitted to assign, subcontract, or transfer the work without the written permission of the City
 - 25 All personnel providing services requiring Wisconsin Department of Revenue Certifications shall be actively certified and in compliance with Wisconsin Statute Chapter 73.09 as prescribed in the Wisconsin Property Assessment Manual
 - 26 The ASSESSMENT FIRM shall review any complaint relative to the conduct of his/her employee(s). If the City deems the performance of any of the ASSESSMENT FIRM'S employees to be unsatisfactory, the ASSESSMENT FIRM shall remove such employee(s) from working for the City upon written request from the City
 - 27 The ASSESSMENT FIRM shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this contract. Disclosure of this or any appraisal information to any individual, ASSESSMENT FIRM, or corporation other than appropriate public officials or their authorized agents is expressly prohibited

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- 28 The ASSESSMENT FIRM shall be required to execute a contract with the City that incorporates the information included in this RFP
 - 29 If during the term of the contract state statutes are amended regarding regulatory reporting for assessment liability, the contract shall be altered or amended accordingly
 - 30 All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with the rules and regulations promulgated by the Wisconsin Department of Revenue
 - 31 All personnel providing assessing services shall be currently certified in compliance with Wisconsin State Statutes and Administration rules of the Wisconsin Department of Revenue, and shall maintain certification throughout the duration of the assignment

CITY OBLIGATIONS

- 1 The City shall furnish adequate office space at the Franklin City Hall at no cost to the ASSESSMENT FIRM
- 2 The City shall provide access to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost
- 3 The City shall furnish the name and address of the owner and block and lot number, size or other identifying description of each parcel to be appraised
- 4 The City shall furnish the name and correct address, if known, to the ASSESSMENT FIRM for notices to be sent for changes in assessed values

COVID-19 Statement – While COVID restrictions are ongoing, alternative methods approved by the WI DOR are acceptable, including aerial photos ASSESSMENT FIRM must document alternative methods, make sure the records are as accurate as possible during this timeframe, and update records according to normal protocol at when appropriate