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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
WEDNESDAY, FEBRUARY 19, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of February 4, 2025.
- D. Hearings.
- E. Organizational. Mayoral Commission Appointment: Nora Heidingsfeld, 8111 S. Steeple View Dr., Ald. Dist. 2-Personnel Committee, 3 year unexpired term expiring 04/30/26.
- F. Letters.
- G. Reports and Recommendations:
  - 1. A Resolution Authorizing the Approval to Enter into a Service Agreement with Motorola Solutions, Inc for the Purchase of Body Worn Cameras Approved in the 2025 Budget.
  - 2. A Resolution Authorizing a Temporary Increase in Dispatch Staffing to Allow for the Training of a New Dispatcher to Replace a Dispatcher Retiring on April 1, 2025.
  - 3. Authorize the Purchase of HPE Warranty Extensions for 3PAR SANs and Data Center Servers Funding Accounts: 41-0147-5841, 41-0211-5841.
  - 4. A Resolution to Accept the 2025-2028 Memorandum of Agreement to Continue to Administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection.
  - 5. Fire Department Staff will present an update on 2025 Fire Department activities and provide an overview of Municipal Water Supply Capabilities Related to Fire Protection.
  - 6. A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and setting a Public Hearing Date of March 18, 2025, for the Cost of a Water Main on W. Saint Martins Road (STH 100) from W. Puetz Road to W. Elm Court.
  - 7. A Resolution for Acceptance of a Water Main Easement at 7407 S. 27th Street, Master-Halco, Inc., TKN 761-9994-006.

8. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Storm Water Management Access Easement, at 7407 S. 27th Street, Master-Halco, Inc, TKN 761-9994-006.
9. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement, and Storm Water Management Access Easement, for Croatian Park, 9100 S. 76th Street, TKN 884-9995-000.
10. A Resolution Conditionally Approving a Final Plat for the Woodfield Trail Subdivision (South Sophia Court) (Home Path Financial Limited Partnership, Applicant).
11. Request for Proposal (RFP) for Sound Monitoring, Noise Mitigation, & Compliance Services for Ballpark Commons/ROC Ventures.
12. A Resolution Approving a Partial Property Tax Rescission and Refund for 43 Parcels Outlined on the Financial Memo Referencing Real Property Tax Rescissions Dated February 19, 2025.

H. Licenses and Permits: License Committee Meeting of February 19, 2025.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk's office at (414) 425-7500 ]

REMINDERS:

March 4	Common Council	6:30 p.m.
March 6	Plan Commission	6:00 p.m.
March 18	Common Council	6:30 p.m.
March 20	Plan Commission	6:00 p.m.
April 1	Spring Election	7:00 a.m.–8:00 p.m.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FEBRUARY 4, 2025  
MINUTES

- ROLL CALL                    A        The regular meeting of the Franklin Common Council was held on February 4, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.
  
- CITIZEN COMMENT        B        Citizen comment period was opened at 6:32 p.m. and was closed at 6:38 p.m.
  
- MINUTES  
JANUARY 21, 2025        C.        Alderman Hasan moved to approve the minutes of the Common Council meeting of January 21, 2025, as presented. Seconded by Alderman Barber. All voted Aye; motion carried.
  
- MAYORAL  
APPOINTMENTS            E        Alderman Barber moved to confirm the following Mayoral Aldermanic appointment.
  - 1        Mayoral Aldermanic Appointment: Alderwoman Michelle Eichmann-Plan Commission, 1 year unexpired term expiring 04/14/25.  
Seconded by Alderman Hasan. On roll call Alderman Peccarelli, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig vote Aye. Alderwoman Eichmann Abstained. Motion carried.
  
  - Alderman Barber moved to confirm the following Mayoral Board and Commission Appointments.
  - 2.        Mayoral Boards and Commission Appointments:
    - (a)      Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6-Economic Development Commission, 1 year unexpired term expiring 06/30/25.
    - (b)      Melissa Ferguson, 7612 S 70th St., Ald. Dist. 5-Economic Development Commission, 1 year unexpired term expiring 06/30/25.
    - (c)      Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5-Community Development Authority, 4 year unexpired term expiring 08/30/27.
 Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
  
- RES. 2025-8263            G.1.      Alderman Hasan moved to adopt Resolution No. 2025-8263, A  
AWARD WATER            RESOLUTION TO AWARD THE W SAINT MARTINS RD. (STH  
MAIN EXTENSION        100) WATER MAIN EXTENSION PROJECT TO GLOBE

- PROJECT TO GLOBE CONTRACTORS, LLC CONTRACTORS, INC. IN THE AMOUNT OF \$501,977.00, accepting Base Bid and Mandatory Alternate Base Bid No. 2, rejecting Mandatory Base Bid No. 1, and proceeding forward with the Special Assessment Process. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.
- RES. 2025-8264 G 2 Alderman Barber moved to adopt Resolution No. 2025-8264, A GRAEF CONTRACT 116<sup>TH</sup> ST. TRAIL RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH GRAEF-USA INC. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE 116TH ST. TRAIL PROJECT FOR A FEE OF \$178,100.00, subject to minor technical corrections by the Director of Finance, Director of Administration and City Attorney. Seconded by Alderwoman Eichmann. On roll call Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderwoman Eichmann vote Aye. Alderman Peccarelli Abstained. Motion carried.
- RES 2025-8265 G.3. Alderman Barber moved to adopt Resolution No. 2025-8265, A MICHAEL N. PAULOS AS CITY ENGINEER RESOLUTION CONFIRMING THE APPOINTMENT OF MICHAEL N. PAULOS AS CITY ENGINEER. Seconded by Alderwoman Eichmann. On roll call, all vote Aye. Motion carried.
- RES. 2025-8266 G.4 Alderwoman Eichmann moved to adopt Resolution No. 2025-8266, A COLLEGE AVENUE ASSOCIATES CONSERVATION EASEMENT RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP AND NATURAL RESOURCE SPECIAL EXCEPTION UPON PROPERTIES LOCATED AT 6311 AND 6341 S. 27TH STREET AND 2821 W. COLLEGE AVENUE (COLLEGE AVENUE ASSOCIATES, LCC, APPLICANT). Seconded by Alderwoman Day. All voted Aye; motion carried.
- ORD. 2025-2662 G.5. Alderman Barber moved to adopt Ordinance No. 2025-2662, AN AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT INDUSTRIAL CLASSIFICATION TITLE NO. 7389 "BUSINESS SERVICES, NOT ELSEWHERE CLASSIFIED" TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-3 COMMUNITY BUSINESS DISTRICT (PRIME PACK, LLC, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
- ORD. 2025-2663 G 6. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2663, AN AMEND PLANNED DEVELOPMENT DISTRICT NO. 18 AS IT PERTAINS TO THE APPROVAL OF MINOR SITE PLAN AMENDMENTS BY DEPARTMENT OF CITY DEVELOPMENT STAFF. Seconded by Alderman Hasan. All voted Aye; motion carried.



- RES. 2025-8267  
APPROVING A LAND  
COMBINATION
- G.7. Alderman Barber moved to adopt Resolution No. 2025-8267, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TKNS 899-9990-069; 899-9990-023; AND 899-9990-024 (9600 S. 58TH ST. AND ADJACENT LOTS) (KRONES, INC., APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2025-8268  
AGREEMENT WITH  
PHEASANTS  
FOREVER
- G.8. Alderman Barber moved to adopt Resolution No. 2025-8268, A RESOLUTION TO APPROVE A 3 YEAR AGREEMENT WITH SOUTHEAST WISCONSIN CHAPTER OF PHEASANTS FOREVER FOR CONDUCTING PRESCRIBED FIRE TO MAINTAIN PLEASANT VIEW PARK PRAIRIE, subject to changes accepted by the City Attorney and City Forester. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2025-8269  
ADDENDUM NO. 1 TO  
FOTH  
INFRASTRUCTURE  
AND ENVIRONMENT,  
LLC.
- G.9. Alderman Barber moved to adopt Resolution No. 2025-8269, A RESOLUTION TO APPROVE ADDENDUM NO. 1 IN THE AMOUNT OF \$2,500-\$3,000 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2025-8270  
REVENUE BOND  
GEBRUDER PETER  
LLC PROJECT
- G.10. Alderman Barber moved to adopt Resolution No. 2025-8270, INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR GEBRUDER PETER LLC PROJECT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- CLOSED SESSION  
AGREEMENT  
BETWEEN CITY OF  
FRANKLIN AND  
ACCURATE  
APPRAISAL, LLC
- G.11. Alderwoman Eichmann moved to enter a closed session at 7:46 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.. Seconded by Alderman Crain. On roll call Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan and Alderman Craig voted Aye; Alderwoman Day and Alderman Barber vote No. Motion carried.

Upon reentering open session at 8:08 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION  
KRONES  
MANUFACTURING  
FACILITY  
GEOTHERMAL POND  
USE

G 12. Alderwoman Eichmann moved to enter closed session at 8:10 p.m. pursuant to Wis. Stat. § 19.85(l)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential authorization for the use of the Community Development Authority property out lot pond at 5400 W. Ashland Way, TKN 899-0032-000 by Kronos, Inc , and the governmental actions in relation thereto and to effect such use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried

Upon reentering open session at 8:18 p.m., no motion.

MISCELLANEOUS  
LICENSES

H Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of February 4, 2025:

Hold for Appearance 2024-25 New Operator License to James Chase;  
Grant 2024-25 New Operator License to: Josiah McDonald, Jasbir Singh, Jaskiran Singh, Kaitlyn Sutton; and  
Grant 2025-2026 Renewal Operator License to John Bergner.

Seconded by Alderman Craig. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

I Alderman Barber moved to approve City vouchers with an ending date of January 30, 2025, in the amount of \$4,220,706.62, and payroll dated January 24, 2025 in the amount of \$574,278.05 and payments of the various payroll deductions in the amount of \$587,196.01 plus City matching payments, and estimated payroll dated February 7, 2025 in the amount of \$476,000 and payments of the various payroll deductions in the amount of \$272,000 plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 8.20 p.m Seconded by Alderman Hasan All voted Aye; motion carried

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 2-19-25
ORGANIZATIONAL BUSINESS	Mayoral Board and Commission Appointment	ITEM NUMBER E.

Nora Heidingsfeld, 8111 S. Steepleview Dr., Ald. Dist. 2-Personnel Committee, 3 year unexpired term expiring 04/30/26

**COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral Appointment: Nora Heidingsfeld, 8111 S. Steeple View Dr , Ald. Dist. 2-Personnel Committee, 3 year unexpired term expiring 04/30/26.

**ROLL CALL VOTE**

CLERKDEPT

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Tuesday, November 26, 2024 4:39 AM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Nora Heidingsfeld  
**PhoneNumber:**  
**EmailAddress:** Nora.heidingsfeld@yahoo.com  
**YearsasResident:** 40  
**Alderman:** 2 Eichmann  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:** on  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** Stay-at-home Mom  
**CompanyAddressJob1:**  
**TelephoneJob1:**  
**StartDateandPositionJob1:** 2008  
**EndDateandPositionJob1:** Present  
**CompanyNameJob2:** A&A Mfg Co., Inc  
**AddressJob2:** 2300 S Calhoun Road, New Berlin  
**TelephoneJob2:** 262-787-6116  
**StartDateandPositionJob2:** 2/2001 HR Manager

**EndDateandPositionJob2:** 7/2008  
**CompanyNameJob3:** Foley & Lardner, LLP  
**AddressJob3:** 777 E Wisconsin Avenue, Milwaukee WI  
**TelephoneJob3:** 414-271-2400  
**StartDateandPositionJob3:** 6/91 Clerical  
**EndDateandPositionJob3:** 1/99 Personnel Manager  
**Signature:** Nora Heidingsfeld (electronic)  
**Date:** 11/26/2024  
**Signature2:** Nora Heidingsfeld (electronic)  
**Date2:**  
**SourceDocID:** 9278  
**SourceNavName:** Volunteer Fact Sheet  
**Address:** 8111 S Steepleview Drive  
**PriorityListing:**

**WhyInterested:** I have approximately 20 years of experience in Human Resources. I previously volunteered on the Franklin Personnel Committee but had to stop due to scheduling conflicts with my children's activities. They're now grown and I have time available so would like to volunteer again.

**DescriptionofDutiesJob1:** All the Mom things plus a lot of volunteering in the schools and eventually homeschooling one child with special needs.

**DescriptionofDutiesJob2:** Directed and oversaw all Human Resource & Safety functions for multi-state manufacturing company.

**DescriptionofDutiesJob3:** Initially clerical support for admin and secretarial staff. Promoted to Clerical Supervisor, Promoted to Admin Asst to Office Administrator, Promoted to Personnel Manager of Milwaukee Office (approximately 250 attorneys and 500 support staff ) In this role, managed hiring, performance management and appraisal, compensation, wellness and communications

**AdditionalExperience:**

See Current Results

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  <b>02/19/2025</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Authorizing the Approval to Enter into a Service Agreement with Motorola Solutions, Inc for the Purchase of Body Worn Cameras Approved in the 2025 Budget.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  <i>H. 1.</i></p>

**2025 Budget – Body Worn Cameras (BWC’s)**

On January 21<sup>st</sup>, 2025, the Common Council adopted the 2025 Budget which included an approved request from the Franklin Police Department to purchase Body Worn Cameras including Federally awarded grant funds from the Bureau of Justice Assistance (BJA).

In order to finalize the purchase, a five-year service agreement contract was reviewed by the City Attorney and the administrator of the program in collaboration with Motorola representatives and IT department personnel. The Franklin Police Department determined the terms and standards regarding a Body Worn Camera program and grant funding regulations will be met.

The Franklin Police Department requests the approval to enter into a five-year service agreement with Motorola Solutions, Inc., to finalize the purchase and begin the implementation of a Body Worn Camera program. See attached quotes and service contract documents.

**COUNCIL ACTION REQUESTED**

A motion to adopt a resolution authorizing the approval to enter into a service agreement with Motorola Solutions, Inc., for the purchase of Body Worn Cameras.

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR BODY WORN CAMERAS WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, the Chief of Police having recommended approval of an agreement proposed by Motorola Solutions, Inc. for body worn cameras (BWCS) and service thereof for law enforcement and public safety purposes;

WHEREAS, the proposed agreement provides such equipment and services for a period of five years, with a year one payment of \$67,950.21 for a Body Worn Camera Program including integration with current systems.

WHEREAS, the proposed agreement will provide equipment and services for a period of five years. The proposed agreement has recurring but fluctuating costs that will change year-over-year (e.g. In-car video cloud storage). The fluctuating costs can be referenced in attached exhibit A.

WHEREAS, the common council having considered such proposal and the resources currently available to obtain such needed equipment and services, and the benefit to the relationship and transparency with the Community from the provision of same and having found such proposal to be reasonable

NOT, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Franklin Police Department agreement with Motorola Solutions, Inc., be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19<sup>th</sup>, day of February, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19<sup>th</sup> day of February, 2025

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES            NOES            ABSENT



Project Year	Grant Funded (10 BWCS)	Subtract Grant awarded funds	City of Franklin grant payment obligations	Budget (25 cameras)	Fee to convert in-car to cloud (line items #31+#32=\$11,701.10)	Projected Total Annual Costs for BWC Program	Funds Budgeted	Budget Year
1	\$13,800.00	\$6,666.67	\$7,133.33	\$60,816.88	\$0.00	\$67,950.21	\$69,410.00	2025
2	\$13,800.00	\$6,666.67	\$7,133.33	\$29,595.78	\$11,701.10	\$48,430.21	N/A	2026
3	\$13,800.00	\$6,666.66	\$7,133.34	\$29,595.78	\$11,701.10	\$48,430.22	N/A	2027
4	\$0.00	\$0.00	\$0.00	\$29,595.78	\$11,701.10	\$41,296.88	N/A	2028
5	\$0.00	\$0.00	\$0.00	\$29,595.78	\$11,701.10	\$41,296.88	N/A	2029
				Project Total	Years 2-5 include \$11,701.10 that is a recurring annual cost for conversion of 4RE local storage to cloud storage and synchronization with BWCs. THIS WILL DECREASE BY YEAR 5	\$247,404.40		

Billing Address:  
 FRANKLIN POLICE DEPT  
 9455 W LOOMIS RD  
 FRANKLIN, WI 53132  
 US

Shipping Address:  
 FRANKLIN POLICE DEPT  
 9455 W LOOMIS RD  
 FRANKLIN, WI 53132  
 US

Quote Date:12/18/2024  
 Expiration Date:03/18/2025  
 Quote Created By:  
 Matthew Fitzpatrick  
 Matt.Fitzpatrick@  
 motorolasolutions.com

End Customer:  
 FRANKLIN POLICE DEPT  
 Curtis Goens  
 cgoens@franklinwi.gov  
 414-425-2522

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	6	5 YEAR	\$11,836.20	\$71,017.21	
2	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	16	5 YEAR	\$263.03	\$4,208.48	
3	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	2	5 YEAR	\$1,578.16	\$3,156.32	
4	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	3	5 YEAR	\$210.42	\$631.26	
5	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$175.35	\$175.35	
6	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		\$17.54	\$17.54	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Safe Price	Ext. Safe Price	Refresh Duration
7	WGB-0142AAS	V300/V700, WIFI DOCK VHCL CHGR/UPLD KIT FOR 4RE VAAS	16		Included	Included	
8	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	3		Included	Included	
9	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK*	6		Included	Included	
10	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	6	5 YEAR	Included	Included	
11	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	6		Included	Included	3 YEAR
12	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	6	5 YEAR	Included	Included	
13	SWV07S03593A	SOFTWARE ENHANCEMENTS	6	5 YEAR	Included	Included	
14	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	3		Included	Included	
15	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included	
16	SSV00S01450B	LEARNER LXP SUBSCRIPTION	81	5 YEAR	\$0.00	\$0.00	
17	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included	
18	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	6		Included	Included	
19	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	6		Included	Included	
20	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$14,028.08	\$14,028.08	
21	WGP03085-KIT	V700 JACKET MAG MOUNT WITH BWC BOX	6		Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
22	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	6		\$96.44	\$578.64	
	Video as a Service						
23	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	19	5 YEAR	\$3,629.77	\$68,965.63	
24	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	19		\$96.44	\$1,832.36	
25	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	19	5 YEAR	Included	Included	
26	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	19	5 YEAR	Included	Included	
27	SWV07S03593A	SOFTWARE ENHANCEMENTS	19	5 YEAR	Included	Included	
28	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	
29	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	19		Included	Included	3 YEAR
30	WGP03085-KIT	V700 JACKET MAG MOUNT WITH BWC BOX	19		Included	Included	
	VideoManager EL or EX: Video Evidence Management						
31	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	13	1 YEAR	\$784.70	\$10,201.10	
32	WGC01013	VIRTUAL UPLOAD APPLIANCE*	1	1 YEAR	\$1,315.13	\$1,315.13	
33	WGA00668	LOCKING MOLLE MOUNT, V300/V700 BWC, BLACK	29		\$69.26	\$2,008.54	
34	WGP02798C	SHIRT MAGNETIC MOUNT, V300/V700 BWC, BLACK	5		\$60.50	\$302.50	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
35	WGP03088	JACKET CLIP MOUNT, V300/V700 BWC, BLACK	11		\$69.26	\$761.86	
<b>Grand Total</b>						<b>\$179,200.00(USD)</b>	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

## Pricing Summary

	Sale Price
<b>Upfront Costs for Hardware, Accessories and Implementation (if applicable)</b>	<b>\$60,816.88</b>
<b>Year 2 Subscription Fee</b>	<b>\$29,595.78</b>
<b>Year 3 Subscription Fee</b>	<b>\$29,595.78</b>
<b>Year 4 Subscription Fee</b>	<b>\$29,595.78</b>
<b>Year 5 Subscription Fee</b>	<b>\$29,595.78</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$179,200.00</b>

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



**Billing Address:**  
 FRANKLIN POLICE DEPT  
 9455 W LOOMIS RD  
 FRANKLIN, WI 53132  
 US

**Shipping Address:**  
 FRANKLIN POLICE DEPT  
 9455 W LOOMIS RD  
 FRANKLIN, WI 53132  
 US

**Quote Date:**12/18/2024  
**Expiration Date:**03/18/2025  
**Quote Created By:**  
 Nathan Kinsey  
 Nate.Kinsey@motorolasolutions.com

**End Customer:**  
 FRANKLIN POLICE DEPT  
 Curtis Goens  
 cgoens@franklinwi.gov  
 414-425-2522

**AGREEMENT:** WG List Price 20 Off

**Summary:**

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
		Video as a Service					
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	10	5 YEAR	\$4,140.00	\$41,400.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	10	5 YEAR	Included	Included	
3	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	10		Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	10	5 YEAR	Included	Included	
5	SWV07S03593A	SOFTWARE ENHANCEMENTS	10	5 YEAR	Included	Included	
6	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGP03085-KIT	V700 JACKET MAG MOUNT WITH BWC BOX	5		Included	Included	
8	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	5		Included	Included	
9	WGP02950	V700 BATTERY, 3 8V, 4180MAH, REMOVABLE	10		\$0 00	\$0 00	

**Grand Total**
**\$41,400.00(USD)**


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## Pricing Summary

	Sale Price
<b>Upfront Costs for Hardware, Accessories and Implementation (if applicable)</b>	<b>\$13,800.00</b>
<b>Year 2 Subscription Fee</b>	<b>\$13,800.00</b>
<b>Year 3 Subscription Fee</b>	<b>\$13,800.00</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>	<b>\$41,400.00</b>

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable*

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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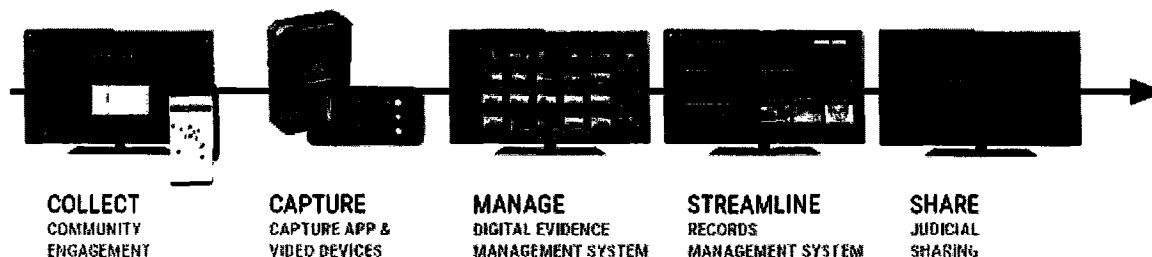


# VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.





## VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2940994  
FPD (10) V700 ELC VaaS (3yr  
Grant)

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



### VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

#### Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

#### Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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**Integration with In-Car and Body-Worn Cameras**

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

**Optional Live Video Streaming**

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

**DEVICE MANAGEMENT**

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

**Device Tracking**

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

**Faster Shift Changes**

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



# 1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



## 1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

### 1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

### 1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

### 1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



**1.5. DOCKING STATIONS**

The V700 has three docking options:



**Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



**Wi-Fi Base** – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

**1.6. MOUNTING SOLUTIONS**

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

**WGP02798**

**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

**WGP03085**



Magnetic Center Shirt Mount



Tek-Lok Belt Mount



Molle Locking Mount



Shirt Clip



Heavy Jacket Clip



Heavy Jacket Magnetic Mount





## MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

### OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

### FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

#### CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL





security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

### **Personnel Security – Background Screening**

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

### **Security Awareness Training**

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

### **CJIS Security Addendum**

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### **Third Party Installer**

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

### **COMPLETION CRITERIA**

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



**SUBSCRIPTION SERVICE PERIOD**

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

**PROJECT ROLES AND RESPONSIBILITIES OVERVIEW****Motorola Project Roles and Responsibilities**

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

**Project Manager (PM)**

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

**Post Sales Engineer**

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



**System Technologist (ST)**

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer
- Develop and submit a Trip Report.
- Update Customer IP Map.

**Professional Services Engineer (if applicable)**

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

**Application Specialist (if applicable)**

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

**Technical Trainer / Instructor**

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased

**Motorola-Certified Installer**

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

### **Customer Support Services Team**

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

### **Customer Project Roles and Responsibilities**

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

### **Project Manager**

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

### **IT Support**

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

### **Video Management Point of Contact (POC)**

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

### **Subject Matter Experts (SMEs)**

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

### **Training POC**

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.





**General Customer Responsibilities (if applicable)**

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

**NETWORK AND HARDWARE REQUIREMENTS**

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



## PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

## PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

### DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

### Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- Confirm Customer-provided configuration inputs.

**Customer Responsibilities**

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

**Motorola Deliverables**

- Completed BPR Workbook.



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## PROJECT EXECUTION

### HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

### Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

### Motorola Deliverables

- Contracted Equipment.



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- Equipment Inventory (if applicable).

**In-Car Video System Configuration (if applicable)**

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table 1-1: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

**Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.**

**Motorola Responsibilities**

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (If applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

**Customer Responsibilities**

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

**Motorola Deliverables**

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

**Body Worn Camera Configuration (if applicable)**

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

**Table 1-2: Number of Contractual Body-Worn Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

### Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

### Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

### Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

### Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



**SOFTWARE INSTALLATION AND CONFIGURATION**

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

**VideoManager EL (if applicable)**

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

**Motorola Responsibilities**

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

**Customer Responsibilities**

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training
- Complete installation of client software on remaining workstations and/or mobile devices.

**VideoManager ELC (if applicable)**

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

**Motorola Responsibilities**

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

**Customer Responsibilities**

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

**CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)****Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the Information for setting up the IPSEC tunnel.

**Customer Responsibilities**

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

**Completion Criteria**

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

**CommandCentral Evidence (if applicable)**

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

**Motorola Responsibilities**

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence

**Customer Responsibilities**

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



**DATA MIGRATION SERVICES (IF APPLICABLE)**

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

**Motorola Responsibilities**

- Receive access to Customer video data.
- Perform contracted data migration and validation.

**Customer Responsibilities**

- Provide remote access to partitioned data to be migrated
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

**Completion Criteria**

- A migrated dataset as defined in the Contract.

**DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)**

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

**Motorola Responsibilities**

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s)
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

**NOTE -** At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.





## SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

#### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

#### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

### INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

#### Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

**Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.



## PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

### Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



## ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





## **ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)**

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

### **1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS**

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

### **1.2. ESSENTIAL SERVICE**

#### **1.2.1. Remote Technical Support**

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

##### **1.2.1.1 Technical Problem Isolation, Analysis and Resolution.**

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



### 1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

### 1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

### 1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

### 1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

### 1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

## 1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

**Software Release Availability.** Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

**Software Release Notes.** Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

**Hardware Repair.** Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**LTE/4G Service.** Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

**Shipping.** For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

#### 1.4. CUSTOMER RESPONSIBILITIES

**Serial Numbers.** If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Device software releases.** The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

**LTE/4G Service.** The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.





**WiFi Connectivity.** The Customer is responsible for providing all WiFi connectivity to the device.

**Removing Customer Data.** The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

#### 1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

#### **1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:**

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

#### **1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT**

##### **1.7.1. Description of Services and Obligations**

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

**Repair or Replacement.** Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

**Serial Numbers.** If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

**Initiating Repair.** When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

**Advanced Replacement.** Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

#### **1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS**

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.





- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



Motorola Solutions, Inc.

Date \_\_\_\_\_

**Re: QUOTE-2940994**

**Agency: FRANKLIN POLICE DEPT**

**Total Cost: \$41,400.00**

**Contract Reference: N/A**

Please be advised that the FRANKLIN POLICE DEPT will purchase the goods and/or services offered in your QUOTE-2940994 dated 12/18/24. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to \_\_\_(Grant name/info here)\_\_\_\_\_, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-2940994' and be sent to:

FRANKLIN POLICE DEPT

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

FRANKLIN POLICE DEPT

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- **Online Terms Acknowledgement.** The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product> **HYPERLINK** "<https://www.motorolasolutions.com/product-terms>"-**HYPERLINK** "<https://www.motorolasolutions.com/product-terms/terms>" **HYPERLINK** "<https://www.motorolasolutions.com/product-terms>" are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- **Entire Agreement.** This Acknowledgement, along with the Additional Terms on "Exhibit A" attached (collectively, Agreement) supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
- Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of   \$41,400.00  .
- **Purchase Order Requirements (Customer check one only)**  Purchase Order is issued and attached.  
 No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.
- Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

**Customer:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **Online Terms Acknowledgement**

### **Exhibit A – Additional Terms and Conditions**

**1. Non-Discrimination.** Motorola agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

**2. E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Motorola, by entering into this Agreement with Customer, is required to enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify program. Motorola is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Motorola affirms that it does not knowingly employ an unauthorized alien. Motorola further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

**3. Non-Appropriation.** The Parties acknowledge that Customer is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Customer's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Motorola shall not be obligated to perform unless and until sufficient funds are appropriated. Customer agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Customer agrees to inform Motorola in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “MCA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below (“Customer”). Motorola and Customer will each be referred to herein as a “Party” and collectively as the “Parties”. This Agreement (as defined below) is effective as of the date of the last signature (the “Effective Date”).

### Section 1. Agreement.

**1.1. Scope: Agreement Documents.** This MCA governs Customer's purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “Addendum”, and collectively the “Addenda”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “Agreement”.

**1.2. Attachments.** The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

- Exhibit A “Payment” (Communications System purchase only)
- Exhibit B Motorola Proposal dated \_\_\_\_\_
- Exhibit C “System Acceptance Certificate” (Communications System only)

**1.3. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any Inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described In such Addendum.

### Section 2. Definitions.

“**Authorized Users**” means Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect



to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

**“Customer Contact Data”** has the meaning given to it in the DPA.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

**“Data Processing Addendum”** or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at [https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards\\_terms-conditions/motorola\\_solutions\\_united\\_states\\_data\\_processing\\_addendum\\_online\\_version.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf) and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Documentation”** means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

**“Fees”** means charges applicable to the Products and Services.

**“Integration Services”** means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

**“Motorola Data”** means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

**“Motorola Materials”** means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative

works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

**“Non-Motorola Materials”** means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

**“Process”** or **“Processing”** have the meaning given to them in the DPA

**“Services”** means services related to purchased Products as described in the Proposal.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services or Maintenance and Support Services will take place.

**“Software System”** means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

**“SUA”** or **“SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subscription Software”** means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

**“Third-Party Data”** has the meaning given to it in the DPA.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### **Section 3. Products and Services.**



**3.1. Products.** Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

**3.2. Services.**

**3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.

**3.2.2. Integration Services; Maintenance and Support Services.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered "Services", as defined above.

**3.2.3. Service Proposals.** The Fees for Services will be set forth in Motorola's Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

**3.2.4. Service Completion.** Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

**3.2.5. Professional Services**

**3.2.5.1. Assessment of Systems & Operations.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

**3.2.5.2. Network Security.** If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

**3.2.5.3. Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

**3.2.6. Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's

standard Transport Connectivity Addendum, a copy of which is available here: [https://www.motorolasolutions.com/en\\_us/about/legal/transport-connectivity-addendum.html](https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html).

- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.
- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in

Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **Section 4. Term and Termination.**

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

- 4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has



terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

- 4.5. Wind Down of Subscription Software.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## **Section 5. Payment, Invoicing, Delivery and Risk of Loss**

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$\_\_\_\_\_, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend



the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

**5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

## **Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

**6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including

modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or

Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

6.8. **End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: [https://www.motorolasolutions.com/en\\_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html](https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html)

6.9. **Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. **API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11. **Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

## **Section 7. Representations and Warranties.**

7.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. **Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such

Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

- 7.3.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at [https://www.motorolasolutions.com/en\\_us/about/legal/motorola-solutions-customer-terms/software\\_policy.html](https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html), a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.
- 7.4. On-Premises Software System Warranty.** Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.
- 7.4.1.** On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Motorola Licensed Software Warranty.** Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the

Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

**7.7.1.** As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

**7.7.2.** For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

**7.8. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

**7.9. Warranty Claims: Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

**7.10. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**7.11. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE



OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **Section 8. Indemnification.**

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.



**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **Section 9. Limitation of Liability.**

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E)

RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **Section 10. Confidentiality.**

- 10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.
- 10.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential

Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **Section 11. Proprietary Rights; Data; Feedback.**

**11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

**11.3. Data Retention and Deletion.** Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

**11.4. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**11.5. Third-Party Data and Motorola Data.** Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any

purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

- 11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.
- 11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.
- 11.6.** Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.7.** Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **Section 12. Acceptance**

### **12.1. Communications System Acceptance.**

- 12.1.1.** Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an



acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

**12.1.2. Beneficial Use.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

**12.1.3.** Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

**12.2 Software System Completion.** Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

### **Section 13. Force Majeure; Delays Caused by Customer.**

**13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**13.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure

of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

**Section 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

- 14.1. **Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. **Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. **Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**Section 15. General.**

- 15.1. **Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. **Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data.



Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

<b>Motorola Solutions, Inc.</b>	<b>Customer:</b> _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Software License Addendum

This Software License Addendum (this “**SLA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

### **Section 2. Licensed Software License and Restrictions.**

- 2.1. Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.
- 2.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.
- 2.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

- 2.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.
- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

### **Section 3. Subscription Software License and Restrictions.**

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

**3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

#### **Section 4. Software Systems - Applicable Terms and Conditions**

**4.1. On-Premise Software System.** If Customer purchases an "on-premises Software System," where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

**4.1.1. CAD and Records Products.** The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under the Agreement.

**4.1.1.1. Support Required.** Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

**4.1.1.2. CJIS Security Policy.** Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**4.2. On-Premise Software System as a Service.** If Customer purchases an "on-premises Software System as a service," where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

**4.2.1. Transition to Subscription License Model.** If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an "on-premises Software System as a service" solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the

licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

**4.2.2. Transition Fee.** Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

**4.2.3. Software Decommissioning.** Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

**4.3. Cloud Hosted Software System.** If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

**4.4. Additional Cloud Terms.** The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

**4.4.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**4.4.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**4.4.3. Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

## **Section 5. Term.**

**5.1. Term.** The term of this SLA (the "SLA Term") will commence upon the Effective Date of the MCA.

**5.2. Termination - Licensed Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License** and



**Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

- 5.3. **Termination - Subscription Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
- 5.5. **Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**Section 6. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

**Section 7. Survival.** The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

## Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this “**MVVA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This MVVA governs Customer’s purchase of (a) any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”), and (b) Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

### Section 2. Definitions.

“**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

**Camera License Key (“CLK”)** means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

**Commercial Booking Images** refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

**Commercial Data** means both Commercial Booking Images and Commercial LPR Data.

**Commercial LPR Data** refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

**License Plate Recognition (“LPR”)** refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

### Section 3. Evidence Management Systems; Applicable Terms and Conditions.

**3.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

**3.2. Cloud Hosted Evidence Management.** If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System**"), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

**3.3. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

**Section 4. Payment.** Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

**Section 5. On-Premises Evidence Management System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

**Section 6. Additional Software and Video Terms and Conditions.**

**6.1. Unlimited Storage.** Storage shall be specifically described in Proposal. "Unlimited Storage" related to Customer's purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

**6.2. Applicable End User Terms.** Described in Section 5.6 of the SLA.

**6.3. License Plate Recognition Data Ownership and Retention.** Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies ("LEAs"). LPR data and where applicable, booking images, collected by the License plate recognition ("LPR") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. LPR data and/or booking images that has reached the end of the retention

period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

**6.3.1 Data Sharing.** Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

**6.3.2.** Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

**6.3.3 LEA Customers.** If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

**6.3.4. Non-LEA Customers.** If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

**6.4. Commercial Data Access.** If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

**6.5. API Support.** Described in the MCA.

**6.6. Support of Downloaded Clients.** Described in the MCA.

**6.7. CJIS Security Policy.** Described in the MCA.

**Section 7. VaaS Program Terms.** All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:



**7.1. Technology Refresh.** Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

**7.2. No-Fault Warranty.** If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

**7.3. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

**Section 8. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

## **Section 9. Included Subscription Software.**

**9.1 VideoManager EL.** Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer’s continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer’s purchase of additional access at Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

**9.2 CommandCentral.** If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

**9.3 VideoManager EX:** Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

**9.4. Vigilant VehicleManager or Vigilant ClientPortal.** The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

**9.4.1. Access.** Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

**9.5. CarDetector.** Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

## **Section 10. VaaS Program Payment.**

**10.1 Mobile Video System:** Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

**10.2 LPR System:** Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "**Subscription Year**"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.



## **Section 11. VaaS Program Term and Termination.**

**11.1 VaaS Term.** Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the **"VaaS Term"**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

**11.2 Termination.** The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

**11.3 Post Termination Subscription Software Access.** Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

**Section 12. System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the **"System Completion Date"**). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, **"Beneficial Use"** means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased

under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

**Section 13. Additional Cloud Terms.** The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

**Section 14. Survival.** The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

## **MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM**

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties’ Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

### **Section 2. Scope**

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Proposal.

### **Section 3. Terms and conditions**

#### **3.1 Maintenance and Support services**

**3.1.1 Purchase Order Acceptance.** Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

**3.1.2 Start Date.** The “Start Date” for Maintenance and Support Services will be indicated in the applicable Proposal.

**3.1.3 Auto Renewal.** Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of



the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Proposal.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Proposal, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as

telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**3.1.12 Time And Place.** Service will be provided at the location specified in this MSLMA and/or the applicable Proposal. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Proposal, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Proposal, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**3.1.13 Customer Contact.** Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**3.1.14 Warranty.** Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**3.2 Lifecycle Management Services**

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is \_\_\_\_\_ years, commencing on \_\_\_\_\_, 202\_. The Lifecycle Management Price for the \_\_\_ years of services is \$\_\_\_\_\_, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any)

and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the \_\_\_ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the \_\_\_ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision

#### **Section 4. Payment**

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer

must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

**4.2 INFLATION ADJUSTMENT.** For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).



<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  02/19/2025</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION AUTHORIZING A TEMPORARY INCREASE IN DISPATCH STAFFING TO ALLOW FOR THE TRAINING OF A NEW DISPATCHER TO REPLACE A DISPATCHER RETIRING ON APRIL 1, 2025.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  D. 2.</p>

**Introduction:**

The City has in place a recruitment and retention tool that is used to incentivize employees, in certain positions, leaving City service to provide ample notice of departure, above what is required by City Policy, to allow the City to plan, recruit, and secure replacement employees for positions that would be detrimental to the City if left open. For instance, a role that requires a replacement, like in the Police and Fire departments, leads to overtime because of the vacancy.

**Background:**

- A dispatcher notified the City over 150 days ahead of their planned retirement, set for April 1, 2025.
- A recruitment and selection process was initiated, shortly after the retirement announcement, resulting in the selection of a candidate with previous dispatching experience.
- To maintain consistent service and minimize overtime, it is advantageous for the replacement dispatcher to complete as much training as possible prior to the retirement date.
- The training period for a new dispatcher is typically around 14 weeks, though it may be shortened for individuals with previous dispatching experience.

**Fiscal Impact**

- The funds for the temporary staffing increase are anticipated to be offset by the wage difference between the new hire and the retiring employee, as well as lower overtime expenses.

**Recommendation:**

- Staff recommends that the Council approve the resolution to authorize a temporary increase in dispatch staffing for training a new dispatcher, ensuring continuity of services and a smooth transition for the department.

**COUNCIL ACTION REQUESTED**

**Motion to adopt a Resolution Authorizing a Temporary Increase in Dispatch Staffing to Allow for the Training of a New Dispatcher to Replace a Dispatcher Retiring on April 1, 2025.**

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025- \_\_\_\_\_

A RESOLUTION AUTHORIZING A TEMPORARY INCREASE IN DISPATCH STAFFING TO ALLOW FOR TRAINING OF A NEW DISPATCHER TO REPLACE A DISPATCHER RETIRING ON APRIL 1, 2025.

WHEREAS, the City of Franklin has in place a recruitment and retention tool that is used to incentivize employees, in certain positions, leaving City service to provide ample notice of departure, above what is required by City Policy, to allow the City to plan, recruit, and secure replacement employees for positions that would be detrimental to the City if left open; and

WHEREAS, a dispatcher for the City of Franklin Police Department notified the City over 150 days ahead of their planned retirement, set for April 1, 2025; and

WHEREAS, a recruitment and selection process was initiated, after the retirement announcement, resulting in the selection of a candidate with prior dispatching experience, and

WHEREAS, it is in the best interest of the City to maintain high-quality dispatching services while minimizing overtime,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve the City of Franklin Police Department to temporarily increase authorized Dispatch staffing by one personnel through April 1, 2025.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 02/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize the Purchase of HPE Warranty Extensions for 3PAR SANs and Data Center Servers</b> <b>Funding Accounts: 41-0147-5841, 41-0211-5841</b>	<b>ITEM NUMBER</b>  H. 3.

**Background:**

For the 2025 capital outlay budgets, funds were allocated for extending the HPE warranty agreements in order to maximize the lifecycle of purchased equipment. The HPE 3PAR SANs, located at both City Hall and the Police Department, are scheduled to be end-of-life on September 1, 2026. After this date, HPE will no longer provide support or warranted hardware. Warranties are being extended to this date for all SAN storage systems, where it is expected they will be replaced with newer equipment sometime within 2026. Warranties for HPE servers and tape libraries are being extended to 5-6 years of use.

**Recommendation:**

It is recommended that all equipment be maintained on HPE support agreements, as replacement of equipment is not always in stock for customers without a support contract. As equipment ages, it is essential that warranty agreements are maintained for systems that are critical to operations.

**Fiscal Impact:**

Funding Source:

Department of Administration Capital Equipment, Account 41-0147-5841	\$45,987
Police Department Capital Equipment, Account 41-0211-5841	\$60,878

HPE Warranty Extensions:

• City Hall 3PAR SAN (expires 8/31/26)	\$30,331.75
• PD 3PAR SAN (expires 8/31/26)	\$50,283.14
• City Hall Veeam Server (expires 12/31/2027)	\$ 5,321.87
• PD Veeam Server (expires 12/31/2027)	\$ 5,321.87
• PD MSL Tape Library (expires 12/31/2027)	\$ 2,627.67
• Water VMWare Server (expires 12/31/2027)	\$ 5,454.91
• Water File Server (expires 12/31/2027)	\$ 5,321.87

**Total Intra-Budget Transfer: \$104,663.08**

**COUNCIL ACTION REQUESTED**

Motion to authorize the purchase of HPE warranty extensions for SAN and data center servers for the total amount of \$104,663.08, funded by Accounts 41-0147-5841 and 41-0211-5841.



# Hewlett Packard Enterprise

End User: The City of Franklin  
Address: 5550 W Airways Ave, Franklin 53132-9109

Contact: James Malaski  
Phone: 4144277645

IM Acct Nbr: 40033473  
Reseller: CDW LOGISTICS INC.

This quote expires on: 3/17/2025  
Amp ID: IC06 CITYOFFRA  
Quote Number: 200168727  
SAID/Lifecycle ID: SA\_000001669587  
SAR: TCASMP0507MXQ0470FRP  
Start Date: 2/15/2025  
End Date: 12/31/2027  
Created By: CDW

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Service Product Description	Price	Line Item Support Start Date	Line Item Support End Date	Support Life End Date
<b>HPE Remote Tech Support</b>									
P07596-B21	HPE DL385 Gen10+ 7302 1P 32G 8SFF Svr	MXQ0470FRS	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$ 864.80	2/15/2025	12/31/2027	12/31/2027
P07596-B21	HPE Hardware Tech Support	MXQ0470FRS	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$ 4,457.07	2/15/2025	12/31/2027	12/31/2027
			1	HPE Tech Care Basic wDMR SVC	Subtotal	\$ 5,321.87			

End User: The City of Franklin  
Address: 9223 W LOOMIS RD, FRANKLIN 53132-9630

Contact: James Malaski  
Phone: 4144277645

IM Acct Nbr: 40033473  
Reseller: CDW LOGISTICS INC.

This quote expires on: 3/17/2025  
Amp ID: IC06 CITYOFFRA  
Quote Number: 200168727  
SAID/Lifecycle ID: SA\_000001677243  
SAR: TCASMP0507MXQ0470FRP  
Start Date: 2/15/2025  
End Date: 12/31/2027  
Created By: CDW

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Service Product Description	Price	Line Item Support Start Date	Line Item Support End Date	Support Life End Date
<b>HPE Remote Tech Support</b>									
P07596-B21	HPE DL385 Gen10+ 7302 1P 32G 8SFF Svr	MXQ0470FRP	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$ 864.80	2/15/2025	12/31/2027	12/31/2027
868703-B21	HPE DL380 Gen10 8SFF CTO Server	2M2902020NH	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$ 864.80	2/15/2025	12/31/2027	12/31/2027
P07596-B21	HPE Hardware Tech Support	MXQ0470FRP	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$ 4,457.07	2/15/2025	12/31/2027	12/31/2027
868703-B21	HPE DL380 Gen10 8SFF CTO Server	2M2902020NH	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$ 4,590.11	2/15/2025	12/31/2027	12/31/2027
					Subtotal	\$ 10,776.78			

End User: The City of Franklin  
Address: 9455 W Loomis Rd, Franklin 53132-9690

Contact: James Malaski  
Phone: 4144277645

IM Acct Nbr: 40033473  
Reseller: CDW LOGISTICS INC.

This quote expires on: 3/17/2025  
Amp ID: IC06 CITYOFFRA  
Quote Number: 200168727  
SAID/Lifecycle ID: SA\_000001669583  
SAR: TCASMP0507MXQ0470FRJ  
Start Date: 2/15/2025  
End Date: 12/31/2027  
Created By: CDW

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Service Product Description	Price	Line Item Support Start Date	Line Item Support End Date	Support Life End Date
<b>HPE Remote Tech Support</b>									
P07596-B21	HPE DL385 Gen10+ 7302 1P 32G 8SFF Svr	MXQ0470FRJ	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$ 864.80	2/15/2025	12/31/2027	12/31/2027
AK379A	HPE MSL2024 0-Drive Tape Library	MXV728200K	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$ 532.18	2/15/2025	12/31/2027	12/31/2027
P07596-B21	HPE Hardware Tech Support	MXQ0470FRJ	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$ 4,457.07	2/15/2025	12/31/2027	12/31/2027
AK379A	HPE MSL2024 0-Drive Tape Library	MXV728200K	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$ 2,985.49	2/15/2025	12/31/2027	12/31/2027
					Subtotal	\$ 7,949.54			

**Complete Solution Total \$ 24,048.19**













<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 2/19/2025
Reports and Recommendations	A RESOLUTION TO ACCEPT THE 2025-2028 MEMORANDUM OF AGREEMENT TO CONTINUE TO ADMINISTER THE RETAIL FOOD AND RECREATION PROGRAMS FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE, AND CONSUMER PROTECTION	ITEM NUMBER  M. 4.

**Background:** Since 2007 the Franklin Health Department (FHD) has been a local agent for inspection services and maintained agreements with the Wisconsin Department of Health Services and Department of Agriculture, Trade, and Consumer Protection (DATCP). The FHD environmental health program completed the Evaluation and Standardization process with DATCP in late 2024 and is approved to continue as a State Agent for the next three years. DATCP has released their next cycle of three-year agreements beginning on July 1, 2025 which will run through June 30, 2028.

**Analysis:** Continuation of this contract ensures our licensed retail food and recreational establishments continue to be inspected by a local inspector. These establishments also have a local point of contact for questions and technical assistance in interpreting state and local ordinances. FHD has been an agent city in good standing with DHS and DATCP for over 15 years. Local infrastructure has been created to license and inspect all permitted establishments. In addition, FHD staff have completed all required trainings, self-assessments, standardizations, and state mandated evaluations to continue in this program.

**Fiscal Note:** The Memorandum of Agreement requirements can be completed by existing staff and available resources. Similar to the former MOA, this 3-year agreement includes a 1% increase in 2025, a 1% increase in 2026, and a 1% increase in 2027 in reimbursement costs to DATCP which may necessitate increasing license fees in those years.

The contract has been sent to the City of Franklin legal counsel for review in February 2025.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2025-, a Resolution to Accept the 2025-2028 Memorandum of Agreement to continue to administer the Retail Food and Recreation Programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

Health Department: LG

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION TO ACCEPT THE 2025-2028 MEMORANDUM OF AGREEMENT TO CONTINUE TO ADMINISTER THE RETAIL FOOD AND RECREATION PROGRAMS FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE, AND CONSUMER PROTECTION.

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WHEREAS, the City of Franklin Health Department has been a local agent for inspection services and maintained agreements with the Wisconsin Department of Health Services and Department of Agriculture, Trade, and Consumer Protection since 2007; and

WHEREAS, the Franklin Health Department completed the Evaluation and Standardization process with the Department of Agriculture, Trade, and Consumer Protection in late 2024 and is approved to continue as a State Agent for the next three years; and

WHEREAS, the agreement will begin on July 1, 2025 and will run through June 30, 2028; and

WHEREAS, the continuation of this contract ensures our local licensed retail food and recreational establishments continue to be inspected by a local inspector; and

WHEREAS, the continuation of this contract ensures these establishments also have a local point of contact for questions and technical assistance in interpreting state and local ordinances; and

WHEREAS, the Franklin Health Department has been an agent city in good standing with the Wisconsin Department of Health Services and subsequently the Wisconsin Department of Health and Services and the Department of Agriculture, Trade, and Consumer Protection for over 15 years and local infrastructure has been created to license and inspect all permitted establishments.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the 2025-2028 Memorandum of Agreement between the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection and the City of Franklin Health Department is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to accept and execute the 2025-2028 Memorandum of Agreement between the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection and the City of Franklin Health Department

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk  
AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION  
AND  
FRANKLIN HEALTH DEPARTMENT**

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is made and entered into for the period **07/01/2025** through **06/30/2028** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **FRANKLIN HEALTH DEPARTMENT (“Agent”)**, whose service address is **9229 W. Loomis road, Franklin, WI, 53132**, for the purpose of addressing issues of mutual interest to the parties regarding Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATPC 74. The Agent's jurisdiction under this MOA includes the following geographic area(s): **City of Franklin.**

**RECITALS:**

**WHEREAS**, the issues of mutual interest include an integrated food safety system and safe operation of retail food, lodging, and recreational establishments within the State of Wisconsin; and

**WHEREAS**, the intention of this MOA is to provide a framework for the provision of services for the inspection, licensing, complaint and foodborne illness investigation for retail food, lodging, and recreational establishments as an Agent for the DATCP; and

**WHEREAS**, the primary outcome intended by this MOA is to improve the level of service and consistency for providing inspections, licensing, complaint and foodborne illness investigations for retail food, lodging, and recreational establishments; and

**WHEREAS**, the parties intend to clarify their relationship to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate the best provision of services between our agencies; and

**WHEREAS**, the DATCP has authority under Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74, authorizing the DATCP to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the DATCP’s local Agent to administer the retail food, lodging, and recreational establishment program for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code; and

**NOW, THEREFORE**, DATCP and the Agent hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

**I. PURPOSE.**

The Agent hereby agrees to protect public health and safety, as the Agent of the DATCP under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATCP 74, and the terms and conditions of this MOA. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this MOA, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated DATCP policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATCP 72 (Hotels, Motels, and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and its Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the DATCP.

The DATCP agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATCP 74, and this MOA.

Pursuant to Wis. Admin. Code § ATCP 74.06 (7), the DATCP shall whenever feasible provide

notice to an Agent program at least one fiscal year before making any changes to Department policies and procedures not specified in the MOA that would adversely affect the budget of an Agent program.

This MOA incorporates any amendments to the statutes or administrative rules cited in this MOA, as well as any additional statutes or rules, related to retail food, lodging, and recreational establishment licensing that may be enacted or adopted during the term of this MOA. The Agent agrees that all of its obligations under this MOA include any of these amendments, enactments or adoptions.

A. Meetings and Consultation. Both parties agree to meet as needed, to identify issues of mutual concern and discuss strategies to address identified issues.

B. Designation of Contacts. The Agent agrees to identify its primary spokesperson to the DATCP, and the DATCP agrees to do the same for discussion of all topics identified in this agreement.

## **II. SCOPE OF WORK.**

### **A. DEFINITIONS**

1. **Administrative Follow-Up** means a mandatory reinspection to ensure that a priority, critical or recurring violation has been corrected, but may be performed without an onsite visit by electronic or other effective means. An administrative follow-up shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable administrative follow-up fee may be required per Agent policy. An administrative follow-up or reinspection will be required as identified in the DATCP's reinspection criteria for retail food and recreational facilities.

2. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a MOA with the DATCP and is authorized under the terms of that MOA to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.

3. **Agent Program** means the retail food establishment, lodging, and recreational safety

regulatory program operated by an Agent.

4. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.

5. **Agent Standard** means a member of the Agent’s inspection staff, responsible for leading standardization exercises, as prescribed in the DATCP’s Standardization Manual, for the environmental health inspection personnel in the Agent’s jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the DATCP.

6. **Complaint** means an allegation, presented to an Agent or the DATCP, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.

7. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

8. **DATCP** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

9. **Enforcement Action** means a statutorily authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.



10. **Establishment or Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed pursuant to Wis. Stat. ch. 97.

11. **Fiscal Year** means July 1 of one year through June 30 of the next year.

12. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.

13. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.

14. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:

a. An inspection in an establishment not under the DATCP's regulatory authority.

b. An Agent inspection in its jurisdiction of a DATCP licensed or other Agent licensed mobile or temporary retail food establishment.

15. **Inspector** means any employee inspecting establishments for the DATCP, or the Agent under the jurisdiction of an Agent program.

16. **License** means the legal authority granted by the DATCP or its Agent to operate an establishment.

17. **Licensee** means the person or entity licensed to operate an establishment.

18. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the DATCP's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).

19. **MOA** means a signed, written agreement between a local health department and the DATCP setting forth the obligations of each party in the operation of an Agent program.

20. **Memorandum of Understanding (MOU)** means an agreement between the DATCP



and another state agency for designating each agency's responsibilities in shared governance  
Examples include agreements with the department of public instruction and the department of natural resources

21. **New Agent** means an Agent that has entered into its first contract with the DATCP or an Agent that has applied to reenter into a contract with the DATCP after termination of a previous contract

22. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency

23. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating an establishment

24. **Program Evaluation** means an assessment by the DATCP of the Agent's adherence to the provisions of this MOA

25. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds a REHS/RS credential awarded by the National Environmental Health Association

26. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis Stat §440.98 and Wis Admin. Code chs. SPS 174 to 177 or is recognized as a registered environmental health specialist/registered sanitarian

27. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the DATCP, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).

28. **Reinspection** means a mandatory inspection to ensure that a priority, critical or recurring violation has been corrected. A reinspection shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable reinspection fee may be required per Agent policy. A reinspection will be required as identified in the DATCP's reinspection criteria for retail food and recreational facilities

29. **Routine inspection** means the annual evaluation of a licensee's operation of its

establishment.

30. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the DATCP and meets the requirements under Wis. Admin. Code § ATCP 74.08 (2).

31. **Standard** means a DATCP (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing Wis. Admin. Code ch. ATCP 75 and its Appendix.

32. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing Wis. Admin. Code ch. ATCP 75 and its Appendix.

33. **Standardization (initial)** means a sanitarian’s first successful completion of required field standardization exercises by using risk-based inspection methods, as specified in the DATCP’s Standardization Manual.

34. **Standardization (maintenance)** means a sanitarian’s successful completion of field standardization exercises by using risk-based inspection methods, required every three years to maintain standardization certification, as specified in the DATCP’s Standardization Manual.

35. **State Fees** means the DATCP’s fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup DATCP costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.

36. **State License Fees** means the license fees set by the DATCP, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).

37. **Waterborne Disease Outbreak** means two or more people that experience a similar illness after exposure, ingestion or inhalation of water that epidemiologic evidence implicates as the probable source of the illness or meets other exposure criteria for that specific disease.

## B. ISSUING LICENSES

1. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), is under the regulatory authority of the DATCP and may not be licensed, charged a fee, or inspected

in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by the Agent

2 The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:

a Name of the Individual, Married Couple or Legal Entity who will hold the license and a complete street address.

b Doing business as name (DBA) Name and complete address of the establishment

c License number and expiration date of any current license.

d Type of Establishment, for licensing purposes

e Numbers of units, rooms, or sites and complexity, if applicable

3. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows The Agent of a city of the 1st class that has entered into a Contract with the DATCP may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance

4 The Agent, as required in Wis Stat § 97.605 (4), shall allow for the holder of a license to transfer the license to:

a An individual who is an immediate family member if the holder is transferring operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member

b A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied

1 The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued

11 At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity

5 The Agent, as required in Wis Stat § 97.67 (2) shall allow a license to be transferred from an individual to

a An immediate family member, as defined in s. 97.605 (4) (a) 2 , if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied

1 The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.

11 At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity

6 The Agent, as required in Wis Admin Code § ATCP 75.06 (1) and (5) shall require a retail food establishment license upon any change of operator The Agent shall waive the preinspection fee under the following conditions

a The new license holder is an immediate family member, as defined in s. 97.605 (4) (a) 2 , if the individual is transferring operation of the retail food establishment to an immediate family member

b A sole proprietorship that reorganizes as a business entity, as defined in s 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity to the newly formed business entity or sole proprietorship if all the following conditions are satisfied

1 The retail food establishment remains at the location for which the license was issued

11 At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was previously issued has an ownership interest in the newly formed sole proprietorship or business entity

c Initial inspection of micro-market The DATCP or its agent may issue a license for a new retail food establishment that is a micro-market before it inspects the new retail food establishment that is a micro-market for compliance with this chapter Before one year after the date that the DATCP or its agent issues a license for a new retail food establishment that is a micro-market, it shall inspect the new retail food establishment for compliance with this chapter

7 The Agent shall notify the DATCP when, in the performance of its duties, it encounters an unlicensed establishment that falls under the DATCP's licensing and inspection authority

8. The DATCP shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority

9. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a mobile retail food establishment.

The following shall also apply.

a The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the DATCP, or as specified in sub. b

b The Agent or the DATCP issuing the mobile retail food establishment service base license may allow another jurisdiction to issue the mobile retail food establishment license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service



base is located

c Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

d The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

e. An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

f Current out-of-state mobile retail food establishments shall continue to maintain a DATCP-issued license unless the DATCP determines that the license should be held by another jurisdiction.

10. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a transient retail food establishment. The following shall also apply:

a The transient retail food establishment license shall be issued in the jurisdiction in which the operator is located, or the temporary event occurs.

b Enforcement activities for all operations of the transient retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

c The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

d An inspection fee may be charged by any Agent program conducting an inspection on a transient retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

e Current out-of-state transient retail food establishments shall continue to maintain a DATCP issued license unless the DATCP determines that the license should be held by another jurisdiction.

### C INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, Subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

1. The Agent Program shall follow standard inspection methods, procedures, policies and guidance documents as prescribed by the DATCP.

2. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and transient retail food establishments. The Agent may propose a different inspection frequency to the DATCP which may only be implemented if approved by the DATCP in writing. Examples include.

a Micro-market inspections

b Tourist rooming houses.

c An inspection frequency based on risk, as long as the number of inspections performed equals the number of licenses issued by the jurisdiction.

3. The Agent Program shall perform a prelicensing inspection of a license applicant's establishment for compliance with all applicable rules, and statutes. The pre-licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).

4. The DATCP may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:

- a. Training or standardization of DATCP staff or Agent Program staff
- b. In response to an emergency
- c. For monitoring and evaluating the Agent Program’s licensing, inspection, and enforcement program
- d. At the request of the Agent Program

5 Whenever feasible, the DATCP shall notify the Agent of the DATCP’s intent to inspect an establishment in the Agent program’s jurisdiction. The Agent may accompany the DATCP during such inspections

6. The Agent may elect, in writing to the DATCP, to inspect vending machines.

7. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.

8. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance

9. Every effort shall be made to conduct inspection activities during times when normal business practices and procedures can be observed to assess active managerial control

10 If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff and the licensee, or licensee’s designated person in charge

11 The Agent shall perform inspection duties required by, and in compliance with, the DATCP’s MOU’s The DATCP will provide the Agent with a copy of each MOU it executes

12 The Agent may, with written approval from the DATCP, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this MOA The Agent assumes ultimate responsibility for the

performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this MOA

13 The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.

14 The Agent shall use the DATCP's electronic software program for conducting and documenting inspections unless prior approval had been granted prior to 2009 The DATCP will provide, maintain, and support this software The Agent may be responsible for additional user licenses or development costs specific to the Agent's program

#### D INSPECTION DOCUMENTATION

The Agent shall complete inspection activities and reports as outlined in the DATCP's inspection documentation policy and procedure for retail, lodging, and recreational programs

#### E COMPLAINTS, FOODBORNE AND WATERBORNE DISEASE INVESTIGATIONS

1 The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the DATCP The complaints shall be addressed in decreasing order of priority as follows

a An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction

b An allegation indicating a potential public health problem, that is neither a serious nor an imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.

c An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program's jurisdiction

2 The Agent shall notify and consult with the DATCP and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies The Agent Program shall coordinate complaint investigations,

as necessary, with other agencies having jurisdiction.

3. The Agent shall conduct an investigation if there is a complaint concerning a retail food establishment exempt from the requirement to hold a license, as defined in Wis. Admin. Code § ATCP 75.063, within its jurisdiction, or upon DATCP request.

4. Each complaint, and documentation of a complaint investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

5. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility linked to the outbreak, as soon as epidemiological evidence links that facility with the outbreak. In addition:

a. The Agent shall notify the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)

b. The Agent shall notify the DATCP via the Emergency Responses mailbox.

[datcpfoodcomplaintsemergencyresponse@wisconsin.gov](mailto:datcpfoodcomplaintsemergencyresponse@wisconsin.gov)

c. Upon the Agent's request, the DATCP shall assist in the investigation.

d. In the event the outbreak becomes cross-jurisdictional, the DATCP, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

e. In order for the DATCP to share foodborne illness outbreak information with the agent, the agent shall enter into a long-term Food, Feed and Cosmetic 20.88 agreement with the US Food and Drug Administration (FDA). This agreement allows FDA to share confidential commercial information (CCI), personal privacy information (PPI), and pre-decisional information (PDI) during a foodborne illness outbreak investigation. These agreements shall be completed and filed with the FDA.

6. The Agent, if requested by the DATCP, shall conduct effectiveness checks pertaining to



product recalls or other situations in which food must be removed from sale or service

7 Agent participation and involvement with the National Environmental Assessment Reporting System (NEARS)

a A NEARS investigation shall occur for any suspect foodborne illness outbreak associated with a retail food establishment

b DATCP will perform the NEARS investigation if the Agent does not have a NEARS certified sanitarian

c The agent shall accompany the DATCP during a NEARS investigation in their jurisdiction.

d An Agent that has two or more foodborne illness outbreaks in its jurisdiction during the previous MOA period shall provide a NEARS certified sanitarian to conduct NEARS investigations in their jurisdiction Only a NEARS certified sanitarian shall perform the NEARS investigation and complete the required documentation.

e The DATCP shall assist in any NEARS investigation if requested by the Agent

f Any Agent is welcome to participate in NEARS by having a NEARS certified sanitarian even if the Agent does not meet criteria in par. d

g The DATCP NEARS coordinator shall follow up after the NEARS investigation to provide recommendations and discuss next steps in working with the establishment operator

h Upon request by the DATCP, the Agent shall provide an action plan to the department outlining the actions that will be taken with the retail food establishment operator to establish active managerial control over the food operation

## F ENFORCEMENT

1 The Agent Program shall take necessary actions to enforce the provisions of Wis Stat § 97.30 and Subchs III and IV of Wis Stat ch. 97 and related administrative rules in Wis Admin Code chs ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis Stat §§ 97.41 (7) and 97.615 (2) (g), for establishments over

which the Agent Program has been delegated authority under the MOA when an observation is made including, but not limited to, the following

- a An immediate danger to public health as required in Wis Stat §§ 97 12 and 97 65.
- b Noncompliance with written inspection orders
- c Continued repeat violations noted on inspection reports
- d Operating without the required establishment license

2 Enforcement actions may include license revocation, license suspension; fines or civil forfeitures; temporary or final orders to close, temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses or the voiding of a license

3. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the DATCP during evaluations, whenever it is substantively changed, or upon request

4. The Agent Program shall notify the DATCP, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions

5 The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program’s jurisdiction

6 If the DATCP has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the DATCP may act, pursuant to Wis Stat §§ 97 12, and 97 65, to enforce compliance with this chapter

7 The DATCP shall provide technical assistance to the Agent for enforcement activities upon the Agent's request

8. The Agent program may deny, suspend, or revoke a license or impose conditions on a

license, as provided in Wis Stat § 93.06 (7) and (8). Except as otherwise provided by statute or rule, the suspension or revocation of a license shall comply with the prior notice requirements of Wis Stat § 227.51.

#### G SAMPLING

1. The Agent shall take samples requested by the DATCP for routine sampling schedules or in association with a food or waterborne outbreak.

2. Routine sampling requested by the DATCP may include any of the following:

- a. Monitoring sampling
- b. Surveillance sampling
- c. “For Cause” sampling

3. The Agent Program may conduct any requested sample analyses in a laboratory certified by the DATCP, pursuant to Wis Admin Code ch. ATCP 77 for those analyses. All costs associated with collecting and analyzing these samples shall be assumed by the Agent Program.

4. The Agent Program shall share laboratory results with the DATCP.

5. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the DATCP’s Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the DATCP’s laboratory. The DATCP shall assume the cost of the laboratory analysis of those samples.

#### H STAFFING

1. The Agent Program shall have sufficient employees to implement the program according to the terms of this MOA.

2. The Agent program shall have an agreement in place with another Agent program(s) to provide coverage by a RS/REHS or RS-eligible sanitarian in the event of staffing shortages or in situations when staff are unavailable to perform inspectional duties for an extended period to fulfill the requirements under this MOA. The agreement shall detail the coverage for the following:

activities until normal staffing coverage can be resumed

- a Preinspection of a new establishment
- b Food or waterborne illness investigation
- c Complaint investigation
- d Arrangement for routine inspection for periods of extended leave time i e medical or

military leave for periods greater than 6 months in length

3 Except as specified in par. 6, each sanitarian employed by the Agent Program shall meet one of the following requirements:

- a Is RS-eligible, which means having met one of the following criteria:

- i. Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses

- ii. Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses

- iii Holding a baccalaureate or higher degree from an accredited college or university

- iv. Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences; or

- b Is an RS in training, or

- c Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential

4. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and

shall be deemed competent to perform inspections by passing standardization exercises

5 Sanitarians unable to obtain their RS/REHS registration within 5-years after the date of hire cannot continue to perform inspectional work under this MOA, except as provided under par 6

6 Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

- a. A RS-credentialed employee supervises the non-credentialed employees, and
- b. Each TRH license is inspected at least once every five years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years, and
- c. A written plan of implementation and tracking for TRH inspections shall be provided to the DATCP for review and approval, and
- d. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the DATCP.
- e. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the DATCP's training manual

7 If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the DATCP may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the DATCP, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the DATCP and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

8 The Agent shall designate a sanitarian or Registered Sanitarian, as required by the



DATCP, to undergo the standardization exercise evaluating enforcement of Wis Admin Code ch ATCP 75 Appendix as prescribed in the DATCP’s Standardization Manual After successfully completing the exercises, the staff person shall be designated as the Agent Standard As the DATCP develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs

9. The Agent Standard shall perform DATCP-required exercises with the DATCP to maintain his or her status as the Agent Standard, as prescribed in the DATCP’s Standardization Manual

10. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the DATCP’s Standardization Manual.

11. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the DATCP

12. An employee of the Agent shall participate on DATCP rulemaking and policy advisory committees when requested.

13. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee’s relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection

14. The Agent Program is solely responsible for all employment-related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program’s employees, except as otherwise provided by law

15. Upon the Agent’s request, the DATCP shall provide technical assistance and training to Agent staff

### **III. EDUCATIONAL OUTREACH**

The Agent will cooperate with the DATCP in conducting training programs for licensees and employees of establishments located in its jurisdiction

#### **IV. REPORTS AND RECORDS.**

A. The Agent shall maintain current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility and contain at least the latest three years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak and follow-up investigation information, and approvals of variance requests, Hazard Analysis Critical Control Point (“HACCP”) plans and waivers

B. The Agent shall use inspection report forms approved by the DATCP for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections

C. The Agent shall submit reports as requested by the DATCP. The DATCP may review or request a copy of any inspection report, correspondence, or order served on any licensee within the Agent’s jurisdiction, annual program budget reports, projections, and any other report the DATCP determines it needs to monitor the Agent’s performance, including, but not limited to, Center for Disease Control and Prevention (“CDC”) risk factor reports, self-assessments, or any other required reports, pursuant to Wis Stat. § 97.41 (7) or 97.615 (2) (g) or Wis Admin Code ch. ATCP 74

D. The Agent Program shall accurately and completely document the cost of the Agent’s program that is administered under the contract with the DATCP. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the MOA with the DATCP. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the DATCP.

E. By September 30th of each year, the Agent shall give the DATCP a complete list of the

names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

F Within 10 days after the date on which it takes place, the Agent shall report to the DATCP, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

G The Agent shall submit a completed CDC Risk Factor Tracking Sheet annually to the DATCP for the purpose of enabling the DATCP to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

H As required by Wis Admin Code ch ATCP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the DATCP, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis Admin Code ch ATCP 74 and any other information the DATCP requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:

- 1 Employee positions that will issue licenses or conduct investigations and inspections
- 2 Staffing and budget plans for issuing licenses, conducting investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances
- 3 A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this MOA.
- 4 A list of the fees to be charged by the Agent to licensees. A local ordinance may establish

local license fees that differ from fees charged under Wis Admin Code chs ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the DATCP All license fees shall be based on the Agent’s reasonable program costs, pursuant to Wis Stat § 97.41 (4)

5. A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations

6. Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.

7. Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.

8. Procedures for notifying the DATCP when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the DATCP within the Agent’s geographical area

9. Procedures, including cooperation with the DATCP, for investigating reports of suspected foodborne disease.

10. Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application

11. Any other information that the DATCP may reasonably require for its review of the Agent’s program plan

## **V. ANNUAL REVIEW**

A. At least annually, the Agent shall review DATCP policy and procedures relevant to the Agent MOA with DATCP, monitor their jurisdictions website to ensure all documents and links pertaining to the programs under this MOA are current, and review the Agent Program Plan and all educational information and forms created by the Agent in connection with this MOA

B. The agent shall document that each staff person performing work under this MOA has completed an annual review of DATCP policy and procedures and documentation indicating the staff that reviewed the agent plan and jurisdictions website This documentation shall be provided upon

request to DATCP.

## **VI. REIMBURSEMENT TO THE DATCP FOR STATE FEES COLLECTED BY AGENT**

A. The Agent shall reimburse the DATCP for the state fees from the license fees the Agent collects, as provided under sub B

B. The state fees shall not exceed 20% of the state license fees the DATCP sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees

C. As of July 1, 2024, the state fees are 12% of the state license fees. The DATCP may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food, lodging, and recreational establishment license fee reimbursement shall be:

1. A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615

2. Starting July 1, 2025, A fee equal to 13% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615

3. Starting July 1, 2026, A fee equal to 14% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615

4. Starting July 1, 2027, A fee equal to 15% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615

5. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the Agent reimbursement or the annual self-assessment as required under Section IX, to the DATCP, by September 30 of that year. A fee payment



under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment

D The DATCP shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year

E State fees for each licensee shall be based on the state license fee, determined by the license category as follows.

1. Retail Food Establishments - using Wis Admin. Code § ATCP 75.08 Table B.
2. Lodging and Recreation Facilities – using Wis Admin. Code chs ATCP 72, 73, 76, 78 and

79.

F No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the DATCP for the state fees

G If the Agent Program has contracted with the DATCP, pursuant to Wis. Stat § 97 41 and Wis Admin Code § ATCP 74.06, for the DATCP to collect fees and issue licenses, the Agent Program shall pay the DATCP for the actual cost of providing these services

## **VII. REIMBURSEMENT BY THE DATCP FOR VENDING INSPECTIONS**

A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the DATCP, no later than September 30 unless the DATCP in its sole discretion extends the deadline for submission, to receive reimbursement from the DATCP for performing the inspections

B. No later than September 30 of the next fiscal year, the DATCP shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis Stat § 97 615 (1) If the DATCP extends the deadline for submitting inspection information, the DATCP may reimburse the Agent up to 30 days after receiving this information The reimbursement amount for vending machine inspections is the portion that remains after deducting the DATCP's clerical and automated licensing processing costs from the license fee

C Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year

### **VIII. COSTS**

The total license fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees

### **IX. EVALUATION AND TRAINING**

A At least once each year, the Agent Program shall submit a self-assessment in a format determined by the DATCP by September 30th. The DATCP may waive the self-assessment requirement in a year where the DATCP conducts an evaluation. The DATCP shall evaluate the Agent Program based on the following required information in the self-assessment

- 1 The Agent Program's compliance with the MOA terms
- 2 The Agent Program's progress in meeting program standards adopted by the DATCP.
- 3 The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP

74.20

B The DATCP shall conduct an evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this MOA, program standards set by the DATCP, and applicable statutes and administrative rules. The DATCP may conduct the evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of the agent program plan, ordinances, regulations, inspection reports, complaints, budget information, and other required documentation. The field component shall include DATCP personnel performing maintenance standardization with the sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable

C In addition to the required evaluation, the DATCP may perform additional evaluations of the Agent’s performance at any reasonable time with reasonable advance notice

D The DATCP shall provide the Agent program with the DATCP’s written findings based on the review of the self–assessment or an evaluation The DATCP may, as deemed necessary, increase the evaluation frequency

E The Agent shall submit to the DATCP any required corrective action plan detailing how the Agent will meet MOA requirements

F The DATCP shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable

G The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.

H The Agent shall incorporate the approved corrective action plan in its Agent Program Plan

I. If the Agent fails to meet the conditions specified in the corrective action plan, the DATCP shall

1 Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the MOA in a conditional status with a deadline for the Agent to meet the corrective action plan conditions

2 Remove conditional status of the MOA if deficiencies are corrected within the conditional time period

3 Notify the Agent of its intent to terminate the MOA and revoke Agent status, as provided pursuant to Wis Admin Code § ATCP 74.26 if deficiencies remain uncorrected after a conditional deadline has passed

4 The Agent may request a hearing on the termination in writing, as provided in Wis Admin Code § ATCP 1.03 (3), with the request including the information required in Wis Admin Code § ATCP 1.06 The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date

J Notwithstanding these provisions, the DATCP may exercise its right to immediately suspend a MOA, pursuant to Wis Admin Code § ATCP 74.26 (3), to protect public health or safety

#### **X. NONDISCRIMINATION**

A In connection with the performance of work under this MOA, the Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis Stat § 51.01(5), sexual orientation as defined in Wis Stat § 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

B. Pursuant to s 16.75(10p), Wis Stats, Agent agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with an organization that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

C Pursuant to 2019 Wisconsin Executive Order 1, Agent agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

D The DATCP assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

#### **XI. PRIVACY AND CONFIDENTIAL INFORMATION**

A Definitions The following definitions apply to this section

1 “Confidential Information” means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this MOA, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

- a Personally Identifiable Information as defined in sub 2,
- b Information not subject to disclosure under Wis Stat ch 19, Subch II, Public Records and Property, that is related to the DATCP’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon, or
- c Information expressly designated as confidential in writing by the DATCP.

2 “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable

- a The individual’s Social Security number;
- b The individual’s Driver’s License number or state identification number,
- c The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account,
- d The individual’s DNA profile, or
- e The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law

3 “Corrective Action Plan” means a plan, developed by the Agent and approved by the DATCP, that the Agent must follow in the event of any threatened or actual use or disclosure of any

Confidential Information not specifically authorized by this MOA, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent

**B. Duty of Non-Disclosure and Security Precautions**

1 The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this MOA and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MOA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MOA. The Agent shall be responsible for the breach of this MOA by any said Representatives.

2 The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.

3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the DATCP, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the DATCP, as directed.

4 The Agent shall return to the DATCP all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this MOA, upon termination of this MOA and shall destroy all copies.

**C Legal Disclosure** If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the DATCP's Office of Legal Counsel prompt notice thereof (unless it has a legal



obligation to the contrary) to allow the DATCP to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the DATCP, under this section, at any time when Agent is required to release information under other authority of law.

**D. Unauthorized Use, Disclosure or Loss**

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this MOA, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the DATCP's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the DATCP's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

**XII. TERM, TERMINATION, REVOCATION OR SUSPENSION OF AGENT MOA**

A. The term of this MOA shall be a period of three years, commencing on the effective date set forth above.

B. **TERMINATION** The DATCP or the Agent may terminate this MOA upon 90 days written notice to the other party. The notice shall specify the reasons for termination and the last day the Agent will have Agent status. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The 90 days' notice requirement may be waived by mutual written consent of the parties.

C. **REVOCATION** If the DATCP finds that the Agent has failed to comply with the

requirements for Agent status under Wis Stat §§ 97.41(2) or 97.615 (2) (b), Wis Admin Code ch ATPC 74, or the terms and conditions of this MOA, the DATCP may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.

D. **SUSPENSION** If the DATCP finds that suspension of this MOA is necessary to protect the public's health or safety, the DATCP may immediately suspend this MOA upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis Admin. Code § ATPC 1.03 (3), including the information required in Wis Admin. Code § ATPC 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

E. **REIMBURSEMENT UPON TERMINATION OR REVOCATION**

1. **Vending** If this MOA is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines performed under the MOA up to and including the date of termination or revocation.

2. **Other Licenses** If this MOA is terminated or revoked, the Agent shall reimburse the DATCP for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

F. **TRANSFER OF RECORDS** Upon termination or revocation of this MOA, the Agent shall transfer all inspection and enforcement records to the DATCP.

**IN WITNESS WHEREOF**, DATCP and **Franklin Health Department** have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

Franklin Health Department

DEPARTMENT OF  
AGRICULTURE, TRADE AND  
CONSUMER PROTECTION

**BY:** \_\_\_\_\_  
[Name of Signatory]

**BY:** \_\_\_\_\_  
Adam Brock

**TITLE:** \_\_\_\_\_

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  <b>02/19/25</b></p>
<p align="center"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p align="center"><b>Fire Department staff will present an update on 2025 Fire Department activities and provide an overview of Municipal Water Supply Capabilities Related to Fire Protection</b></p>	<p align="center"><b>ITEM NUMBER</b>  <b>15.5.</b></p>

The Fire Chief and Fire Department staff will present an update on 2025 Fire Department activities and address questions from the Council.

Topics will include:

- 2024 Calls for Service and Activities Summary
- Current department staffing
- 2025 Projects
  - Community Paramedic program
  - Fire Station 1 facilities repair (2025 Capital Project)
  - Fleet Updates and Apparatus replacement
  - Staffing Grant Opportunities
- Overview of City of Franklin municipal water supply capabilities related to fire protection

**COUNCIL ACTION REQUESTED**

Information Only. No Action Taken.

Fire: JCM

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2025
REPORTS AND RECOMMENDATIONS	A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and setting a Public Hearing Date of March 18, 2025, for the Cost of a Water Main on W. Saint Martins Road (STH 100) from W. Puetz Road to W. Elm Court	ITEM NUMBER  G. 6.

**BACKGROUND**

On January 7<sup>th</sup>, 2025, Common Council discussed the water main project of W. Saint Martins Road (STH 100) (item G.2) and approved Staff to solicit and receive bids. The bid opening for this project was on January 30<sup>th</sup>, 2025. The Common Council awarded the project to Globe Contractors, Inc. at the Common Council meeting on February 4<sup>th</sup>, 2025 (item G.1) in the amount of \$501,977.00.

All property owners adjacent to the water main project of W. Saint Martins Rd. have been notified of the potential assessment tied to this project by letter and were invited to attend an open house on February 3<sup>rd</sup>, 2025. The purpose of the open house was for property owners to come and ask staff any questions they have regarding the W. Saint. Martins Road (STH 100) Water Main Extension Project.

Pursuant to Municipal Code §207-15D. and §66.0703(4) of the Wisconsin Statutes, it is necessary for the Common Council to adopt a preliminary resolution to commence the special assessment process, with it's intension to the exercise the powers therefore authorized by Municipal Code §207-15D. and §66.0703(4) of the Wisconsin Statutes, for the special assessments for the project and the properties to be specially benefitted thereby.

**ANALYSIS**

There are a total of 17 properties adjacent to this water main project. Of those 17 properties, 11 are deemed as benefitted properties. The other six properties already have access to water main on W. Puetz Rd. or W. Elm Ct. Three of the properties that have access to water main on W. Puetz Rd. never received water laterals, therefore, we have included that as part of this project and assessment roll.

The assessment roll has been updated to reflect the unit costs provided from the contractor. An Engineers Report will be created based on these bid costs.

Common Council will need to determine what assessment policy to implement for this project.

Options:

1. No deferment: Property owners will pay the assessment after construction is complete and the water main is active. The property owner has the option to use the City payment plan and pay over 12 years at 6% interest to the City.
2. 10-year deferment: Property owners will have a 10-year interest free deferment if they don't wish to connect at this time, then a 6% (under City payment plan), 12-year payment that starts when deferment ends, the property is sold, subdivided, or connection occurs, whichever is earliest.

3. Indefinite deferment: Property owners will not have to pay the assessment indefinitely, unless they connect or subdivide. This option would require an amendment to the Municipal Code, as the current Code provides at §207-15K.(2)(c) and §207-20F “ ..until such time as the property owner connects to the water system or 10 years from adoption of the resolution levying the special assessment, whichever is sooner”.

**STAFF RECOMMENDATION**

Direct staff to create an Engineer’s Report. It is recommended that a public hearing for this project be set for March 18, 2025.

**FISCAL NOTE**

The 2025 approved Water Budget has allocated enough funding for this project. Special assessment for this project could allocate \$356,225 54 of the project costs.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2025-\_\_\_\_\_ a preliminary resolution declaring intent to exercise special; assessment powers granted by Section 207-15 of the Municipal Code and Section 66.0701 of the State Statutes and setting a public hearing date of March 18<sup>th</sup>, 2025, for the cost of a water main of W. Saint Martins Road (STH 100) from W. Puetz Road to W. Elm Court.

S&W – GEB; Engineering – MNP; DOA – KH;

STATE OF WISCONSIN · CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ON W. SAINT MARTINS ROAD (STH 100) FROM A POINT OF CONNECTION AT THE INTERSECTION OF W. PUETZ ROAD TO THE INTERSECTION OF W. ELM COURT AND SETTING THE PUBLIC HEARING DATE FOR MARCH 18, 2025 AT 6:30 P.M.

-----

WHEREAS, the Common Council has determined that making the following permanent improvements described in this preliminary resolution is expedient and necessary in the best interests of the City, its people, and the property affected.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that:

1. The Common Council declares its intent to exercise police powers granted to it by law and adjudge that it is necessary for the health, safety, and welfare of the public and affected property owners that a public work of improvement be made for the installation of water main on W. Saint Martins Road (STH 100) from a point of connection at the intersection of W. Puetz Road to the intersection of W. Elm Court.
2. The Common Council, in this process, exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Common Council further declares that all assessments may be paid in one (1) payment when the work is completed, in the next succeeding tax roll, or in the number of annual installments as determined by the Common Council.
4. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
5. The City Engineer and/or his authorized representative is directed to prepare the report described in Section 207-15E. of the Municipal Code for the installation of a water main in the above location.
6. Upon completion of such report, the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.

7. The City Clerk is directed to schedule and give notice of a Public Hearing [note: set for March 18, 2025, at 6:30 p.m.] to be conducted by the Mayor and Common Council pursuant to Section 207-15I. of the Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin on this 19th day of February 2025 by Alderperson \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of February 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST.

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_





# AFFECTED PARCELS



## Legend

### Parcels

Tax Parcels

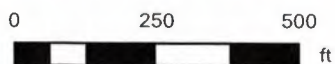


### Administrative

Municipal Boundaries



## Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION



Parcel #	Address	Owner	Tax Key No.	Parcel Front	Service Y/N	Main Zoning	Assessable Parcel Frontage	Rates	Assessment for the Watermain	Assessment for the Water Service	Total Assessment
1	9653 W. St. Martins Rd	ERIK M HARMON	847 9992 006	110.00	Long	R-3	110.00	\$ 144.06	\$ 15,846.60	\$ 7,705.71	\$ 23,552.31
2	9639 W. St. Martins Rd	SAMER MUSTAFA	847 9992 005	168.97	Long	R-3	168.97	\$ 144.06	\$ 24,341.82	\$ 7,705.71	\$ 32,047.53
3	9621 W. St. Martins Rd	USMAN ARSHAD	847 9991 001	150.00	Long	R-3	150.00	\$ 144.06	\$ 21,609.00	\$ 7,705.71	\$ 29,314.71
4	9575 W. St. Martins Rd	DUJO REVOCABLE TRUST	847 9990 001	142.80	Long	R-3	142.80	\$ 144.06	\$ 20,571.77	\$ 7,705.71	\$ 28,277.48
5	9555 W. St. Martins Rd	KATHLEEN A HELLER	847 9990 002	142.80	Long	R-3	142.80	\$ 144.06	\$ 20,571.77	\$ 7,705.71	\$ 28,277.48
6	9523 W. St. Martins Rd	DAVID ARIAS	847 9989 001	445.79	Long	R-3	142.80	\$ 144.06	\$ 20,571.77	\$ 7,705.71	\$ 28,277.48
7	9515 W. St. Martins Rd	MICHAEL F SWEENEY	847 9988 002	130.00	Long	R-3	130.00	\$ 144.06	\$ 18,727.80	\$ 7,705.71	\$ 26,433.51
8	9447 W. St. Martins Rd	DAVID L SWEENEY	847 9988 004	294.65	Long	R-3	100.00	\$ 144.06	\$ 14,406.00	\$ 7,705.71	\$ 22,111.71
9	W. St. Martins Rd	O'CONNOR COMPANY INC (THE)	847 9982 004	49.85	N/A	R-8	0.00	\$ 176.07	-	-	\$ -
10	9446 W. St. Martins Rd	EVA MURR	847 9983 000	156.32	Short	R-8	156.32	\$ 176.07	\$ 27,523.26	\$ 7,705.71	\$ 35,228.98
11	9518 W. St. Martins Rd	JUAN M SANCHEZ	847 9984 004	176.86	Short	R-8	176.86	\$ 176.07	\$ 31,139.74	\$ 7,705.71	\$ 38,845.45
12	9520 W. St. Martins Rd	NANCY J BONNEY	847 9984 001	187.63	Short	R-8	187.63	\$ 176.07	\$ 33,036.01	\$ 7,705.71	\$ 40,741.73
13	9401 W. Puetz Rd	VICKI L HENRY	847 9981 000	200.00	N/A	R-8	0.00	\$ 176.07	-	-	\$ -
14	9451 W. Puetz Rd	LINDA M HORN	847 9985 005	192.87	Short	R-8	0.00	\$ 176.07	-	\$ 7,705.71	\$ 7,705.71
15	9545 W. Puetz Rd	MICHAEL J DRAHONOVSKY	847 9985 001	111.83	Short	R-8	0.00	\$ 176.07	-	\$ 7,705.71	\$ 7,705.71
16	9640 W. St. Martins Rd	9640 MANAGEMENT LLC	847 9986 000	189.53	Short	R-8	0.00	\$ 176.07	-	\$ 7,705.71	\$ 7,705.71
17	W. St. Martins Rd	WI STATE OF DEPT OF TRANSPORTA	847 9987 000	93.76	N/A	R-8	0.00	\$ 176.07	-	-	\$ -

1608.18 \$ 248,345.54 \$ 107,880.00 \$ 356,225.54



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Feb. 19, 2025
Reports & Recommendations	A Resolution to Accept a Water Main Easement at 7407 South 27th Street, Master-Halco, Inc., TKN 761-9994-006	ITEM NO. Ald. Dist. 4 B.7.

**BACKGROUND**

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants for routine maintenance. In the past the Fire Department has encountered non-operable private hydrants. Therefore, the Fire Department has requested that the properties with hydrants without an easement be approached to establish a proper easement.

The Board of Water Commissioners authorized staff to approach the property owners with a request to survey, and prepare easement documents for recording with the Milwaukee Register of Deeds.

It was recently discovered that the fire hydrants on the property at 7407 South 27th is not in a water main easement. The City Staff has worked with Master-Halco, Inc. to grant an easement and they have accepted the City's proposal.

**ANALYSIS**

The easement is approximately 9,380 square feet and includes the existing hydrants, existing hydrant leads, and the existing associated appurtenances.

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

The work of maintaining the water main lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

**RECOMMENDATION**

Motion to adopt Resolution No. 2025 - \_\_\_\_\_, a resolution to accept a water main easement from 7407 South 27th, Master-Halco, Inc., TKN 761-9994-006.

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT  
7407 SOUTH 27TH STREET, MASTER-HALCO, INC.,  
TKN 761-9994-006

---

WHEREAS, an easement is required to construct, maintain and operate water main facilities on property located at 7407 South 27th Street; and

WHEREAS, it is necessary to acquire an easement on said property; and

WHEREAS, an easement is necessary to allow the City right of entry in and across the easement area to access and maintain public water main facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement, accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## WATER MAIN EASEMENT

Master Halco  
7407 S. 27th Street  
TKN 761 9994 006

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Master Halco, a California Corporation, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast Quarter and Southwest Quarter of the Northeast Quarter of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

### UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.



4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: February 6, 2025

Master-Halo, Inc.  
Company Name

Kirk Woodburn  
Company Name Printed

By: [Signature] SR. DIRECTOR of operations ECR  
Name and Title

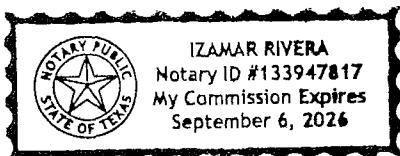
Kirk Woodburn SR. Director of Operations ECR  
Name & Title Printed

STATE OF Texas

COUNTY OF Dallas SS

Before me personally appeared on the 6 day of February, 2025, the above named Kirk Woodburn, Director of operations Efficiency (Name printed) (Title) (Development) to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation

Azamar Rivera  
Notary Public  
( My commission expires Sep 6, 2026



CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_.

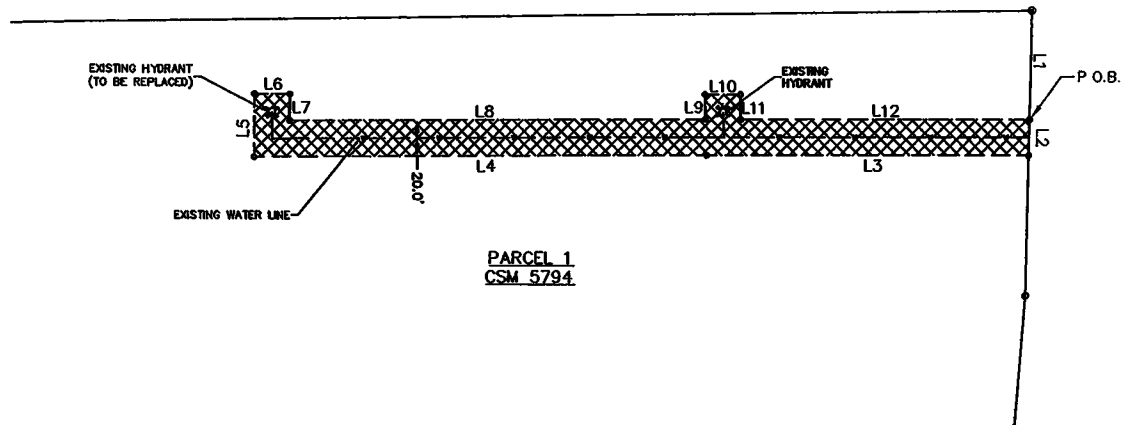
Notary Public \_\_\_\_\_  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_



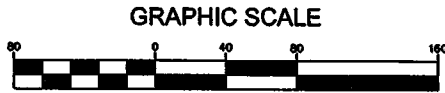
Exhibit A  
(Description of the Property)

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5794, RECORDED ON JANUARY 14, 1993 ON REEL 2948, IMAGE 745 TO 749 AS DOCUMENT NO. 6715343, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST. EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 10387598. SAID LAND BEING IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

# EXHIBIT B DEPICTION OF THE FACILITIES



**CJ**  
engineering  
civil design and consulting  
9302 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH (414) 443-1312  
www.cj-engineering.com



1 inch = 80 ft

CJE NO 2238R4  
MAY 10, 2024

# EXHIBIT C

## DESCRIPTION OF EASEMENT AREA



**EASEMENT DESCRIPTION:**

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1 CSM 5794; THENCE S 01°26'20" W, 60.69 FEET TO THE POINT OF BEGINNING; THENCE S 01°26'20" W, 20.01 FEET; THENCE S 89°42'56" W, 181.30 FEET; THENCE S 89°35'15" W, 255.88 FEET; THENCE N 00°18'49" E, 35.04 FEET; THENCE S 89°41'11" E, 20.00 FEET; THENCE S 00°18'49" W, 14.79 FEET; THENCE N 89°35'15" E, 235.05 FEET; THENCE N 00°17'04" W, 13.96 FEET; THENCE N 89°42'56" E, 20.00 FEET; THENCE S 00°17'04" E, 13.96 FEET; THENCE N 89°42'56" E, 162.52 FEET TO THE POINT OF BEGINNING.

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	60.69	S01°26'20"W
L2	20.01	S01°26'20"W
L3	181.30	S89°42'56"W
L4	255.88	S89°35'15"W
L5	35.04	N00°18'49"E
L6	20.00	S89°41'11"W
L7	14.79	S00°18'49"W
L8	235.05	N89°35'15"E
L9	13.96	N00°17'04"W
L10	20.00	N89°42'56"E
L11	13.96	S00°17'04"E
L12	162.52	N89°42'56"E

**CJ**  
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**GRAPHIC SCALE**



1 inch = 80 ft

CJE NO 2238R4  
 MAY 10, 2024

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> Feb. 19, 2025
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement, and Storm Water Management Access Easement at 7407 South 27th Street, Master-Halco, Inc., TKN 761-9994-006</b>	<b>ITEM NO.</b> Ald. Dist. 4 J.S.

**BACKGROUND**

Pursuant to the approval of a site plan for Master-Halco, Inc., 7407 South 27th Street, it is necessary to have a storm water facilities maintenance agreement and a storm water management access easement.

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development/property owner, or a subdivision homeowners association, to maintain the storm water management facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

All costs associated with the storm water facilities maintenance and access easement are to be paid by the property owner or homeowners association.

**RECOMMENDATION**

Motion to adopt Resolution No. 2025- \_\_\_\_\_ a resolution for acceptance of a storm water facilities maintenance agreement, and storm water management access easement, for Master-Halco, Inc., 7407 South 27th Street, TKN 761-9994-006.

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A  
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND  
STORM WATER MANAGEMENT ACCESS EASEMENT,  
AT 7407 SOUTH 27TH STREET, MASTER-HALCO, INC  
TKN 761-9994-006

-----

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, storm water facilities are required to meet quantity and quality standards; and

WHEREAS, an access easement is required to construct, maintain, and operate storm water facilities; and

WHEREAS, it is necessary to acquire an access easement on said property; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said agreement and easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the agreement and easements, accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said agreement and easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

Master Halco  
7407 S 27<sup>th</sup> St. Franklin, WI  
TKN 761 9994 006

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Master Halco Inc., hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5794, RECORDED ON JANUARY 14, 1993 ON REEL 2948, IMAGE 745 TO 749 AS DOCUMENT NO. 6715343, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST. EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 10387598. SAID LAND BEING IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Special Use Amendment known as Master Halco, 7407 S. 27<sup>th</sup> Street, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated March 18, 2024 and erosion control plan dated May 10, 2024 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the

property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).



IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

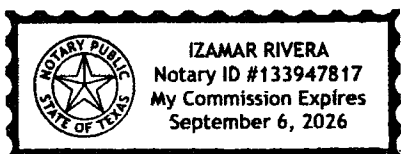
SEALED IN PRESENCE OF:

Master Halco Inc., Owner

By: [Signature]  
Name: Kirk Woodburn, Sr. Director of Operations

~~STATE OF WISCONSIN~~ ss.  
TEXAS  
DALLAS COUNTY)

Personally came before me this January day of 13<sup>th</sup>, 2025, the above named Kirk Woodburn, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]  
Notary Public, Dallas County, WI  
(  
My commission expires: Sept/6/2026)

CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_ (Seal)

Name: Shirley J. Roberts

Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named John R. Nelson, Mayor and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
(  
My commission expires: \_\_\_\_\_)

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved: \_\_\_\_\_

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

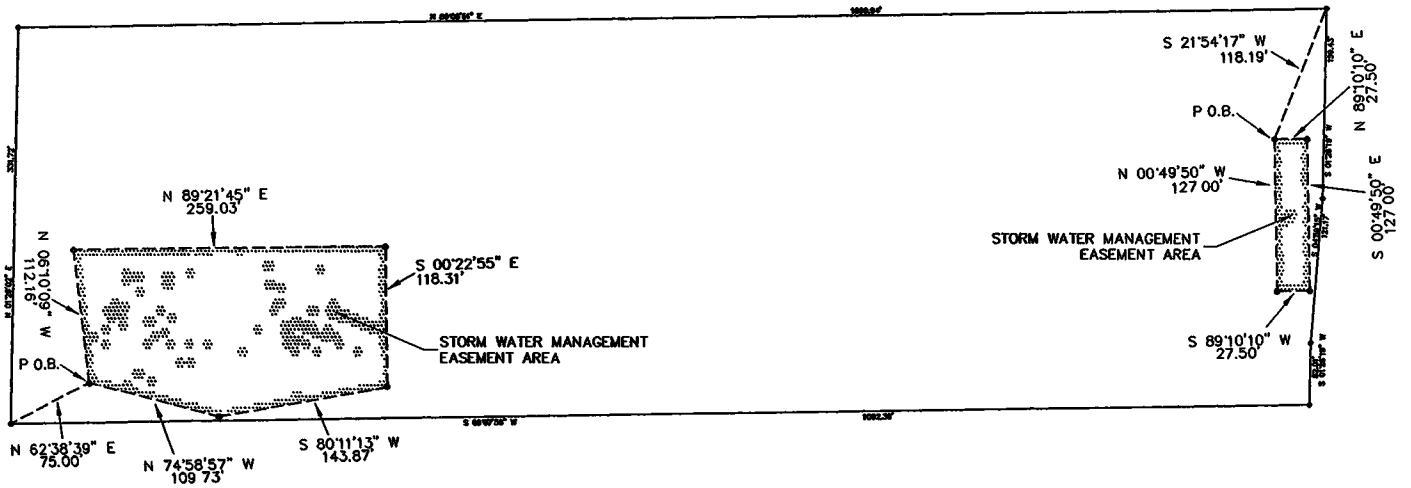
Basin Location General Address \_\_\_\_\_ Section No. \_\_\_\_\_

Normal Pool  Yes  No

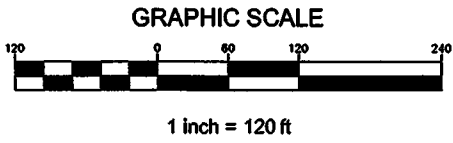
Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

# EXHIBIT "B"

## DEPICTION OF THE FACILITIES



**CJ**  
**engineering**  
 civil design and consulting  
 W236 N1610 Busse Rd.  
 Suite 100  
 Waukegan, WI 53188  
 P.H. (262) 813-0886  
 www.cj-engineering.com



CJE NO 2238R5  
 MAY 10, 2024  
 REV 12/17/24



# EXHIBIT "C"

## DESCRIPTION OF THE STORM WATER EASEMENT

### STORM WATER EASEMENT LEGAL DESCRIPTION.

PARCEL 1 OF CERTIFIED SURVEY MAP NO 5794, RECORDED ON JANUARY 14, 1993 ON REEL 2948, IMAGE 745 TO 749 AS DOCUMENT NO 6715343, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED AUGUST 21, 2014 AS DOCUMENT NO 10387598 SAID LAND BEING IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY, THENCE S 21 54'17" W, 118 19 FEET TO THE POINT OF BEGINNING, THENCE N 89'10'10" E, 27 50 FEET, THENCE S 00 49'50" E, 127 00 FEET, THENCE S 89'10'10" W, 27 50 FEET, THENCE N 00 49'50" W, 127 00 FEET TO THE POINT OF BEGINNING

AND

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY THENCE N 62 38'39" E, 75 00 FEET TO THE POINT OF BEGINNING, THENCE N 06 10'09" W, 112 16 FEET, THENCE N 89'21'45" E, 259 03 FEET, THENCE S 00 22'55" E 118 31 FEET, THENCE S 80'11'13" W, 143 87 FEET, THENCE N 74 58 57" W, 109 73 FEET TO THE POINT OF BEGINNING

  
civil design and consulting  
w258 N1810 Busse Rd  
Suite 100  
Waukeesho, WI 53186  
PH. (262) 813-0886  
www.cj-engineering.com

CJE NO 2238R5  
MAY 10 2024  
REV 12/17/24

## STORM WATER MANAGEMENT ACCESS EASEMENT

Master Halco  
7407 S 27<sup>th</sup> St. Franklin, WI  
TKN 761 9994 006

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and referred to as "Grantee," and Master Halco Inc., as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the NE 1/4 of Section 12, Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected

thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: February 6, 2025

Master Halco, Inc.  
Company Name

By: [Signature] (Seal)

Name & Title: Kirk Woodburn, Sr. Director of Operations

STATE OF Texas

COUNTY OF Dallas SS

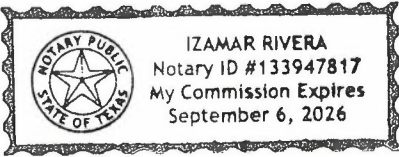
Before me personally appeared on the 6 day of February, A.D. 20 25.  
Kirk Woodburn

President or Name printed  
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as  
the voluntary act and deed of said corporation.

Secretary or Name printed

[Signature]  
Notary Public

(  
My commission expires Sep. 6, 2026



CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

SS  
COUNTY OF MILWAUKEE)

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ before me personally  
appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are  
respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument  
is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing  
assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to  
resolution file No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
( )  
My commission expires \_\_\_\_\_

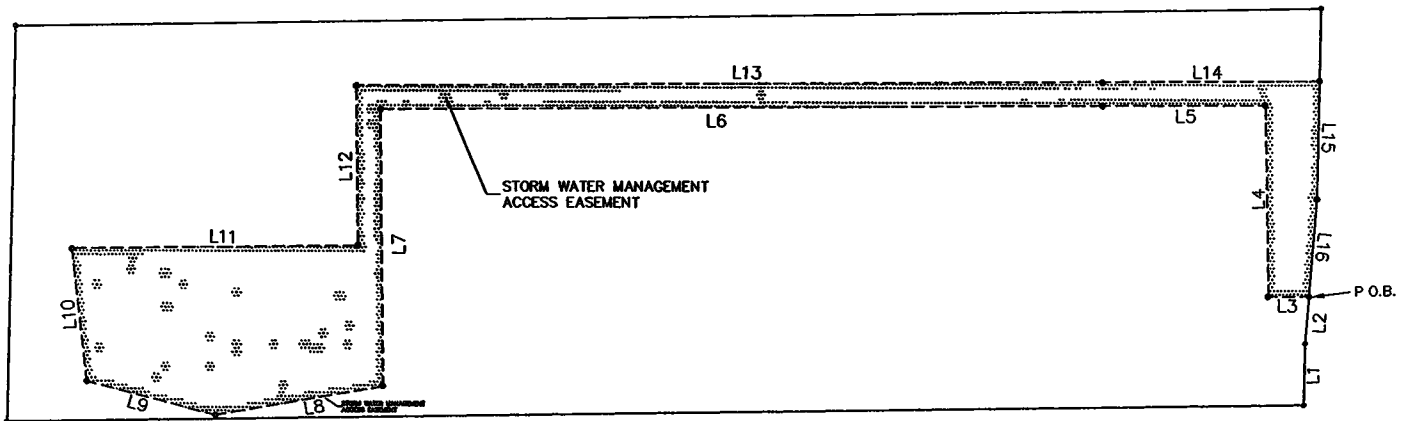
Exhibit A

(Description of the Property)

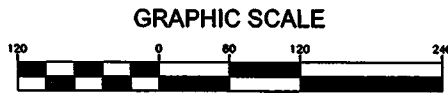
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# EXHIBIT "B" DEPICTION OF THE EASEMENT AREA



**CJ**  
engineering  
civil design and consulting  
9205 W Center Street  
Suite 214  
Milwaukee, WI 53222  
PH. (414) 443-1312  
www.cj-engineering.com



1 inch = 120 ft

CJE NO 2238R4  
MAY 10, 2024

# EXHIBIT "C"

## DESCRIPTION OF EASEMENT AREA



**STORM WATER EASEMENT LEGAL DESCRIPTION.**

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5794, RECORDED ON JANUARY 14, 1993 ON REEL 2948, IMAGE 745 TO 749 AS DOCUMENT NO. 6715343, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED AUGUST 21, 2014 AS DOCUMENT NO. 10387598. SAID LAND BEING IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PROPERTY; THENCE N 01°26'20" E, 52.01 FEET; THENCE N 04°59'14" E, 39.51 FEET TO THE POINT OF BEGINNING; THENCE N 89°55'16" W, 34.25 FEET; THENCE N 00°44'50" W, 159.79 FEET; THENCE S 89°42'55" W, 136.50 FEET; THENCE S 89°35'15" W, 611.41 FEET; THENCE S 00°22'55" E, 232.09 FEET; THENCE S 80°11'13" W, 143.87 FEET; THENCE N 74°58'57" W, 109.73 FEET; THENCE N 06°10'09" W, 112.16 FEET; THENCE N 89°21'45" E, 239.03 FEET; THENCE N 00°22'55" W, 133.86 FEET; THENCE N 89°35'15" E, 631.40 FEET; THENCE N 89°42'55" E, 182.52 FEET; THENCE S 01°26'20" W, 98.74 FEET; THENCE S 04°59'16" W, 81.66 FEET TO THE POINT OF BEGINNING.

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	52.01	N01°26'20"E
L2	39.51	N04°59'14"E
L3	34.25	N89°55'16"W
L4	159.79	N00°44'50"E
L5	136.50	S89°42'55"W
L6	611.41	S89°35'15"W
L7	232.09	S00°22'55"E
L8	143.87	S80°11'13"W
L9	109.73	N74°58'57"W
L10	112.16	N06°10'09"W
L11	239.03	N89°21'45"E
L12	133.86	N00°22'55"W
L13	631.40	N89°35'15"E
L14	182.52	N89°42'55"E
L15	98.74	S01°26'20"W
L16	81.66	S04°59'16"W

**CJ**  
**engineering**  
 civil design and consulting  
 9205 W Center Street  
 Suite 214  
 Milwaukee, WI 53222  
 Ph: (414) 443-1313  
 www.cj-engineering.com



1 inch = 120 ft

CJE NO 2238R4  
 MAY 10, 2024

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> Feb. 19, 2025
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement, and Storm Water Management Access Easement for Croatian Park, 9100 South 76<sup>th</sup> Street, TKN 884-9995-000</b>	<b>ITEM NO.</b> <b>Ald. Dist. 1</b> <b>93.9.</b>

**BACKGROUND**

Pursuant to the approval of a site plan for Croatian Park, 9100 S. 76<sup>th</sup> Street, it is necessary to have a storm water facilities maintenance agreement and a storm water management access easement

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development/property owner, or a subdivision homeowners association, to maintain the storm water management facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

All costs associated with the storm water facilities maintenance and access easement are to be paid by the property owner or homeowners association.

**RECOMMENDATION**

Motion to adopt Resolution No. 2025- \_\_\_\_\_ a resolution for acceptance of a storm water facilities maintenance agreement, and storm water management access easement, for Croatian Park, 9100 South 76<sup>th</sup> Street, TKN 884-9995-000

Engineering Department: RMA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A  
STORM WATER FACILITIES MAINTENANCE AGREEMENT, AND  
STORM WATER MANAGEMENT ACCESS EASEMENT,  
FOR CROATIAN PARK, 9100 SOUTH 76TH STREET, TKN 884-9995-000

---

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, storm water facilities are required to meet quantity and quality standards; and

WHEREAS, an easement is required to construct, maintain, and operate storm water facilities on the property located at 9100 South 76<sup>th</sup> Street; and

WHEREAS, it is necessary to install said easement on said property; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said agreement and easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the agreement and easement, accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said agreement and easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST.

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

Croatian Park  
9100 South 76<sup>th</sup> Street, Franklin, Wisconsin  
Tax Key: 884-9995-000

This AGREEMENT, made and entered into this 5 day of Feb, 2025, by and between FEDERATION OF CROATIAN SOCIETIES INC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

The North 662.25 feet of the West ½ of the Southwest ¼ of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as CROATIAN PARK PAVILION hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include all owners of the property or any portion thereof), agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan last revised April 9, 2024 and erosion control plan last revised April 9, 2024 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity



indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a



covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including all owners of the property or any portion thereof.

9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

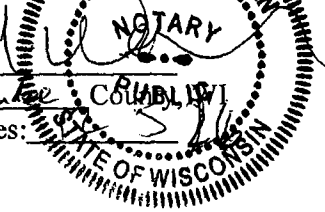
FEDERATION OF CROATIAN SOCIETIES INC., Owner

By: [Signature]  
Name: TOMISLAV KUZMANOVIC - PRESIDENT

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this 4 day of February, 2025 the above named TOMISLAV KUZMANOVIC, PRESIDENT of the FEDERATION OF CROATIAN SOCIETIES INC., to me known to be the person who executed the foregoing instrument and acknowledged same in the capacity indicated.

[Signature]  
Notary Public, Milwaukee County, WI  
My commission expires: 5/1/25



CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_ (Seal)  
Name: Shirley J. Roberts  
Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named John R. Nelson, Mayor and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
My commission expires: \_\_\_\_\_

This instrument was drafted by the City Engineer for the City of Franklin.  
Form approved: \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No. \_\_\_\_\_

Normal Pool  Yes  No

Items Inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment/stone weeper erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dams			
1. Upstream face			
2 Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6 Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap/stone failures			
9 Emergency spillway clear of debris			
10. Other (specify)			
2 Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2. Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

OPERATION AND MAINTENANCE PLAN  
STORM WATER MANAGEMENT

City of Franklin

This operation and maintenance plan prescribes the minimum maintenance requirements the Owner(s), its successors and assigns, must meet to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure the storm water best management practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles shall be from the asphalt drive to the top of berm and to the pond structures. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s), its successors and assigns, to enforcement of the provisions listed in this Agreement by the City of Franklin.

***System Description:***

The storm water system for the Croatian Park Pavilion consists of a dry detention pond and storm sewer system. The dry pond is designed to maintain pre-development downstream peak flows and runoff volumes. Storm pipes convey runoff. In order for the dry pond to be effective, the pond size and outlet structure must be maintained.

The dry pond receives water from 2.66 acres. During high rainfall or snow melts, the water level in the dry pond will temporarily rise and slowly drain down while being controlled by a 2-inch inside diameter restrictor pipe (elevation 755.20) through the wall of the outlet structure. The outlet structure is a 24-inch concrete manhole (riser elevation 758.70) with a 12-inch outlet pipe (elevation 755.20) directed southeasterly toward the wetlands. There is a 5-inch inside diameter restrictor pipe (elevation 756.90) through the wall of the riser that allows water to leave quicker during higher rainfall events. The restrictor pipes are protected from clogging by trash grates that are connected to the outlet structure. The outlet structure also contains an open grate (elevation 758.70) on top which does not function through a 100-year storm event. An emergency spillway (elevation 759.00) is provided in the berm of the pond to allow for an emergency discharge from the pond due to the outlet pipe clogging or storm events above the 100-year design storm. There are stone weepers at the end of the inlet pipes into the pond for energy dissipation and to spread the flow out as it enters the pond. There is another stone weeper around the pond outlet structure to help limit sediment from reaching the outlet.

***Minimum Maintenance Requirements:***

To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:

1. Inspect catch basins, manholes, pipes, end sections and stone weepers at least twice a year and after heavy rainfall. Have catch basins cleaned annually. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing riprap armoring will require additional stone, typically one class larger. Additional stone may also be required on the stone weepers to offset settlement and lost stones.

2. All pond inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
3. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream pond. Erosion matting is recommended for repairing grassed areas.
5. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
6. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
7. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
8. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the City of Franklin.
9. Periodic mowing of grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
10. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Franklin under the provisions listed in this Agreement.

**Exhibit "B"**  
**Depiction of the Facilities**  
**Storm Water Management Practices Covered by this Agreement**

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include one dry detention pond, storm sewer, and all associated structures, pipes, earthen berms, stone weepers and other components of these practices.

**Project Name: Croatian Park Pavilion**  
**Storm Water Practices: Dry detention pond, stone weepers and storm sewer**  
**Location of Practices: Storm Water Management Access Easement and Parcel 1**

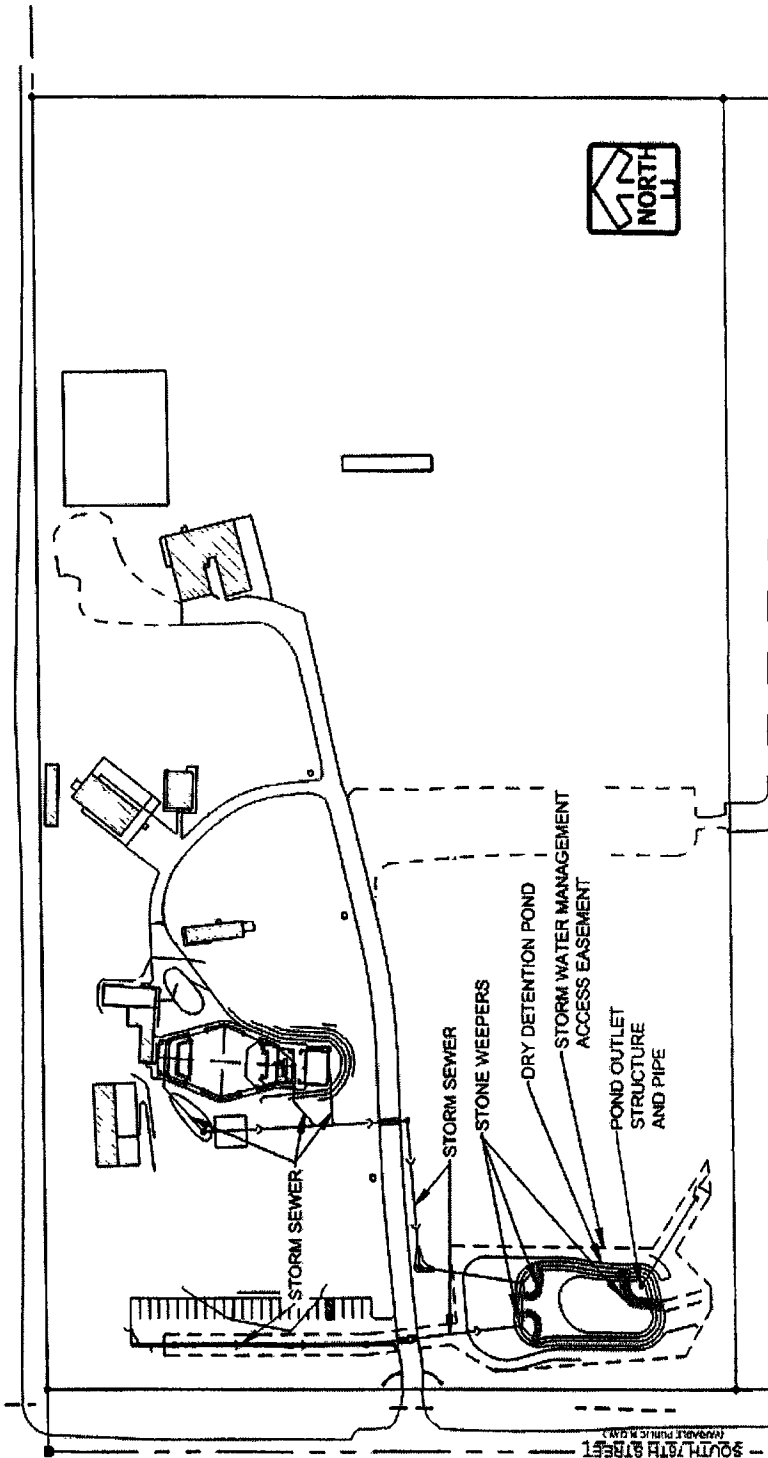




EXHIBIT "C"

**LEGAL DESCRIPTION & DEPICTION OF THE STORM  
WATER MANAGEMENT ACCESS EASEMENT**

**This easement is also recorded by a separate document called "Storm Water Management Access Easement".**

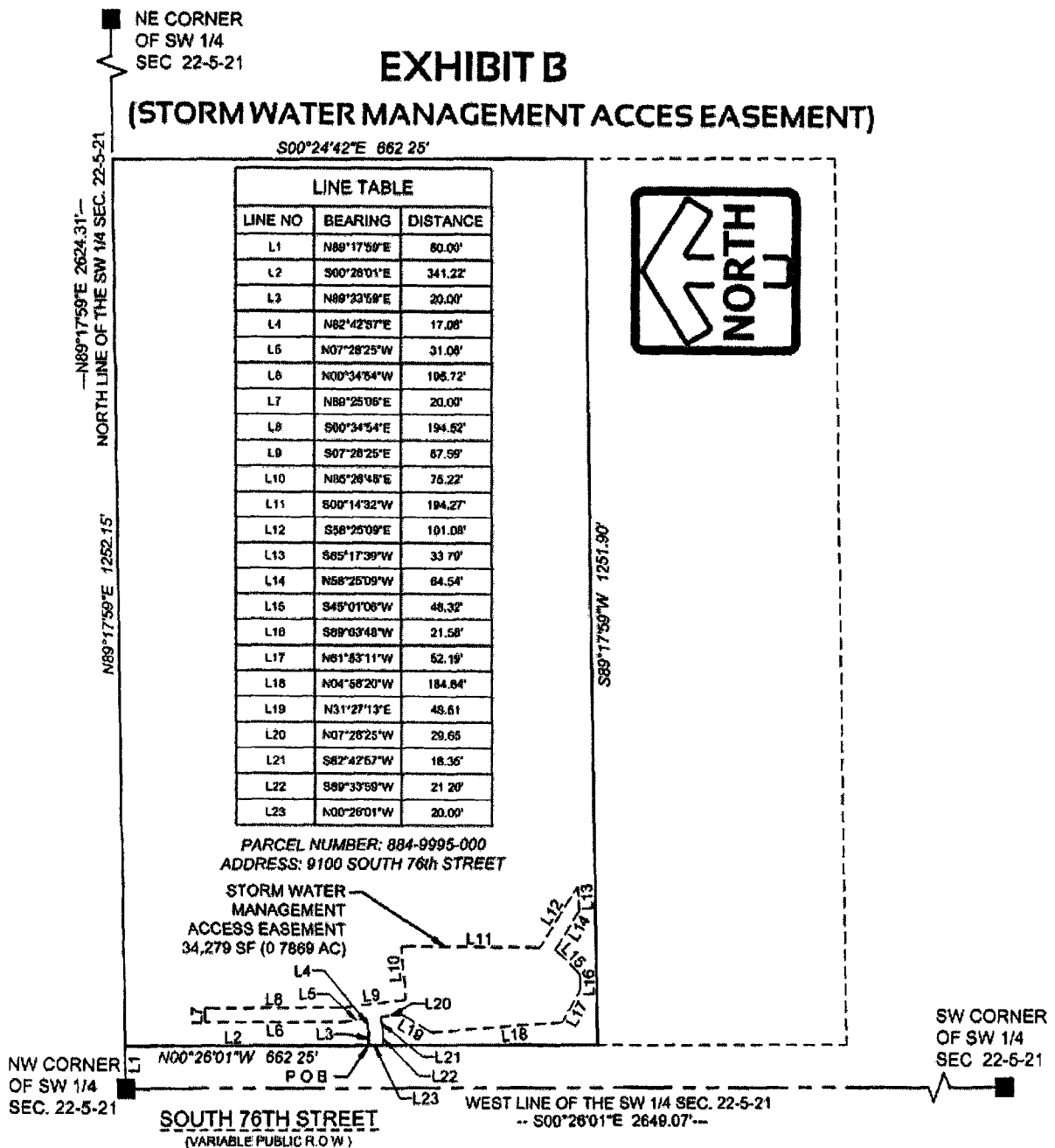
Legal Description of the Storm Water Management Access Easement:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4; thence North 89°17'59" East 60.00 feet to the east right-of-way line of South 76th Street; thence South 00°26'01" East along said east right-of-way line, 341.22 feet to the point of beginning (POB); thence North 89°33'59" East 20.00 feet; thence North 82°42'57" East 17.08 feet; thence North 07°28'25" West 31.06 feet; thence North 00°34'54" West 195.72 feet; thence North 89°25'06" East 20.00 feet; thence South 00°34'54" East 194.52 feet; thence South 07°28'25" East 87.59 feet; thence North 85°26'45" East 75.22 feet; thence South 00°14'32" West 194.27 feet; thence South 58°25'09" East 101.08 feet; thence South 85°17'39" West 33.79 feet; thence North 58°25'09" West 64.54 feet; thence South 45°01'06" West 48.32 feet; thence South 89°03'48" West 21.58 feet; thence North 61°53'11" West 52.19 feet; thence North 04°58'20" West 184.84 feet; thence North 31°27'13" East 48.51 feet; thence North 07°28'25" West 29.65 feet; thence South 82°42'57" West 18.35 feet; thence South 89°33'59" West 21.20 feet to the east right-of-way line of South 76th Street; thence North 00°26'01" West along said east right-of-way line, 20.00 feet to the point of beginning. Containing 34,279 square feet (0.7869 acres) of land.

EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS



**STORM WATER MANAGEMENT ACCESS EASEMENT**

Croatian Park

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and the FEDERATION OF CROATIAN SOCIETIES INC, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor."

**WITNESSETH**

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southwest Quarter (SW 1/4) of Section Twenty-Two (22), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.







Exhibit A

(Description of the Property)

The North 662.25 feet of the West ½ of the Southwest ¼ of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

June 6, 2024 Pinnacle Engineering Group job #2063 00-WI

Exhibit B  
(Depiction of the Facilities)

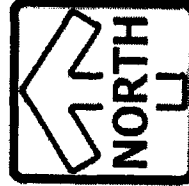
NE CORNER  
OF SW 1/4  
SEC 22-5-21

## EXHIBIT B

### (STORM WATER MANAGEMENT ACCESS EASEMENT)

S00°24'42"E 662.25'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N89°17'59"E	60.00'
L2	S00°26'01"E	341.22'
L3	N89°33'59"E	20.00'
L4	N82°42'57"E	17.08'
L5	N07°28'25"W	31.06'
L6	N00°34'54"W	195.72'
L7	N89°25'06"E	20.00'
L8	S00°34'54"E	194.52'
L9	S07°29'25"E	87.58'
L10	N85°26'45"E	75.22'
L11	S00°14'32"W	194.27'
L12	S59°29'09"E	101.85'
L13	S85°17'39"W	33.79'
L14	N58°25'09"W	64.54'
L15	S45°01'05"W	48.32'
L16	S89°03'48"W	21.58'
L17	N81°53'11"W	52.19'
L18	N04°58'20"W	194.84'
L19	N31°27'13"E	46.51'
L20	N07°28'25"W	28.86'
L21	S82°42'57"W	16.35'
L22	S89°33'59"W	21.20'
L23	N00°26'01"W	29.00'

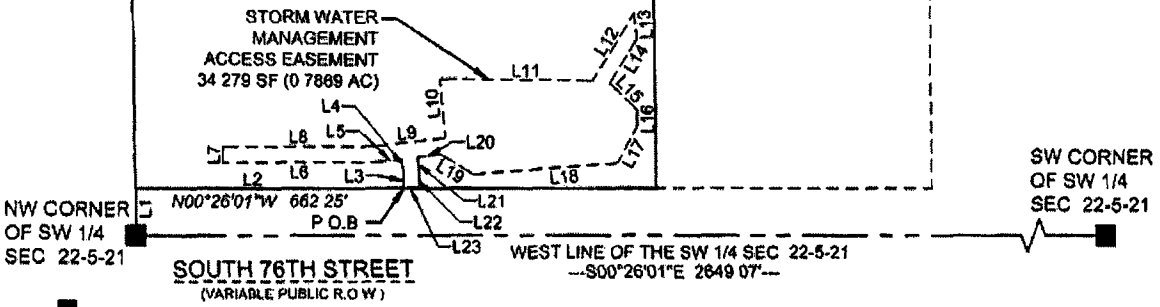


N89°17'59"E 2624.31'--  
NORTH LINE OF THE SW 1/4 SEC 22-5-21

S89°17'59"W 1251.80'

PARCEL NUMBER. 884-9995-000  
ADDRESS. 9100 SOUTH 76th STREET

STORM WATER  
MANAGEMENT  
ACCESS EASEMENT  
34 279 SF (0.7869 AC)



NW CORNER  
OF SW 1/4  
SEC 22-5-21

SW CORNER  
OF SW 1/4  
SEC 22-5-21

**SOUTH 76TH STREET**  
(VARIABLE PUBLIC R.O.W.)

WEST LINE OF THE SW 1/4 SEC 22-5-21  
--S00°26'01"E 2649.07'--

Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE (262) 754-8888

PEG JOB#2063.00

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Water Management Access Easement:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4, thence North 89°17'59" East 60.00 feet to the east right-of-way line of South 76<sup>th</sup> Street; thence South 00°26'01" East along said east right-of-way line, 341.22 feet to the point of beginning (POB), thence North 89°33'59" East 20.00 feet, thence North 82°42'57" East 17.08 feet, thence North 07°28'25" West 31.06 feet; thence North 00°34'54" West 195.72 feet; thence North 89°25'06" East 20.00 feet; thence South 00°34'54" East 194.52 feet; thence South 07°28'25" East 87.59 feet; thence North 85°26'45" East 75.22 feet; thence South 00°14'32" West 194.27 feet; thence South 58°25'09" East 101.08 feet; thence South 85°17'39" West 33.79 feet, thence North 58°25'09" West 64.54 feet; thence South 45°01'06" West 48.32 feet; thence South 89°03'48" West 21.58 feet; thence North 61°53'11" West 52.19 feet; thence North 04°58'20" West 184.84 feet; thence North 31°27'13" East 48.51 feet; thence North 07°28'25" West 29.65 feet; thence South 82°42'57" West 18.35 feet; thence South 89°33'59" West 21.20 feet to the east right-of-way line of South 76<sup>th</sup> Street; thence North 00°26'01" West along said east right-of-way line, 20.00 feet to the point of beginning. Containing 34,279 square feet (0.7869 acres) of land.

June 6, 2024. Pinnacle Engineering Group job #2063.00-WI

N-7

L:\ENGDOS\Design Standards (7-2017)\Design Standards July 2017\Design Standards finalized for July 2017\2019 Design Standards Appendix N Easement for storm water management access #12.doc

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  02/19/2025
REPORTS & RECOMMENDATIONS	A resolution conditionally approving a final plat for the Woodfield Trail subdivision  (South Sophia Court)  (Home Path Financial Limited Partnership, applicant)	ITEM NUMBER  H.10.  Ald. Dist. #6

At its February 6, 2025, regular meeting, the Plan Commission recommended approval of the attached resolution for a final plat to change the type of ownership from condominium to single-family lots. The vote was 4-0-2, four 'ayes', no 'noes' and two absents.

Fiscal impact: no expenditures of city's funds is anticipated to adopt this resolution.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2025-\_\_\_\_\_, conditionally approving a final plat for the Woodfield Trail subdivision (South Sophia Court) (Home Path Financial Limited Partnership, applicant).

## RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
FINAL PLAT FOR THE WOODFIELD TRAIL SUBDIVISION  
(SOUTH SOPHIA COURT)  
(HOME PATH FINANCIAL LIMITED PARTNERSHIP, APPLICANT)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Woodfield Trail subdivision, such plat being a part of Lot 1 of Certified Survey Map No. 9338, , in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Home Path Financial Limited Partnership, applicant; said final plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on February 6, 2025, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed final plat is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Final Plat of Woodfield Trail subdivision, as submitted by Home Path Financial Limited Partnership, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §15-8.0101 and §15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final



Plat for Woodfield Trail subdivision; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit or a performance bond in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Home Path Financial Limited Partnership, prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners’ association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Home Path Financial Limited Partnership, successors and assigns and any developer of Woodfield Trail subdivision shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for Woodfield Trail subdivision, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
7. The approval granted hereunder is conditional upon Home Path Financial Limited Partnership and the Woodfield Trail subdivision project located at South Sophia Court: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
8. The Woodfield Trail subdivision project shall be developed in substantial compliance with the terms and provisions of this Resolution.

- 9. The applicant must revise the label “sidewalk easement” located at the intersection of West Ryan Road and South Sophia Court to dedication for public sidewalk, prior to recording of the Final Plat.
- 10. Declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land uses in the proposed subdivision and otherwise protect the proposed development are subject to review by the City Attorney pursuant to the Unified Development Ordinance Section 15-7.0603D.
- 11. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording the Final Plat.
- 12. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Department of City Development.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Item E.1.

Meeting of February 6, 2025

Final Plat

---

**RECOMMENDATION:** City Development staff recommends approval of the Woodfield Trail Final Plat, subject to the conditions set forth in the attached resolution.

---

<b>Project name:</b>	<b>Woodfield Trail Subdivision, final plat</b>
<b>Property Owner:</b>	Home Path Financial Limited Partnership
<b>Applicant:</b>	Jeff Kleiner, Home Path Financial Limited Partnership
<b>Agent:</b>	William Gentil, Stepping Stone Homes
<b>Property Address/TKN:</b>	South Sophia Court / 891 9054 000
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	R-8 Multiple-Family Residence District
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
<b>Submittal date:</b>	12-20-2024
<b>Application number:</b>	PPZ24-0208

---

**Project Description/Analysis**

The applicant received approval of a preliminary plat (Res. 2024-8235) for a 13-lot subdivision and is now requesting approval of this final plat. The applicant is proposing 13 residential lots and 2 outlots for stormwater management and natural resources. It’s worth noting that the Sophia Court right-of-way has already been dedicated to the city.

Staff provided a review memorandum to the applicant on January 14, 2025. The applicant submitted a revised plat on January 16, addressing staff comments regarding the plat (#1-2).

Regarding comment #3, a Special Use amendment (Res. 2024-8221) for this development has a condition which states that “The applicant must record the proposed sidewalk easement depicted on plan sheet C-15 dated April 9, 2024”. The applicant submitted a draft easement document, however, such document included clauses that raised concerns to city staff, such as “If Association, upon reasonable notice to the City, initiates improvements on the Condominium which would interfere with the use of the Easement Area, the City agrees to pay for the relocation of the Easement Area to accommodate for said improvements”. After working with the applicant, staff suggested that a dedication for public sidewalk would serve to meet the intent of this condition. The applicant is working on this revision to the plat as of writing of this report. Therefore, staff recommends the following condition (#9): The applicant must revise the label “sidewalk easement” located at the intersection of West Ryan Road and South Sophia Court to dedication for public sidewalk.

It’s worth noting that the applicant submitted a master grading plan to the Engineering Department and revised the subdivision layout to contain natural resources within outlots to address conditions of approval of the preliminary plat (Res. 2024-8235), specifically conditions #6 and #10.

**Staff Recommendation**

City Development staff recommends approval of the Woodfield Trail Final Plat, subject to the conditions set forth in the attached resolution.



9524 S. Sophia Court  
TKN 891 9054 000



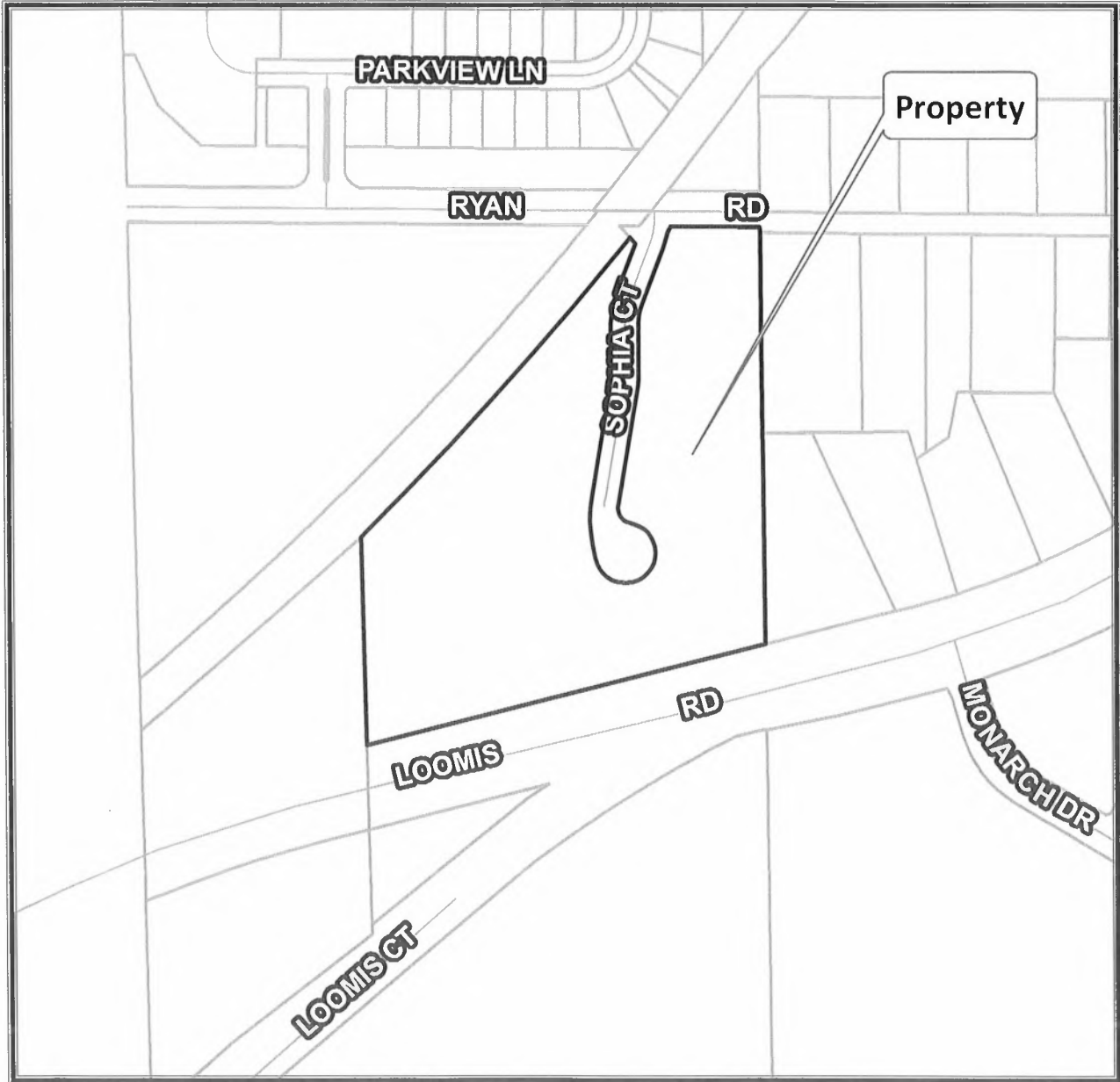
Planning Department  
(414) 425-4024



2021 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

9524 S. Sophia Court  
TKN 891 9054 000



Planning Department  
(414) 425-4024



2021 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



# MEMORANDUM

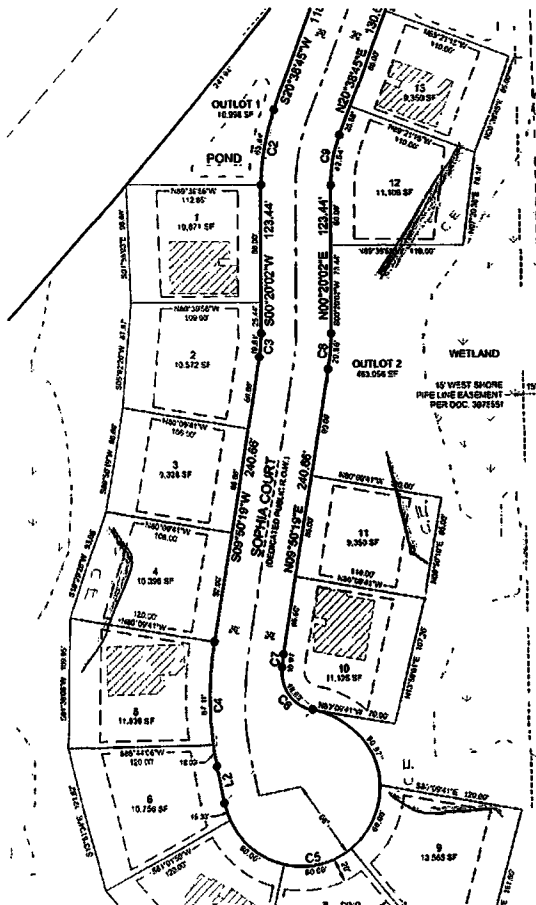
Date: January 14, 2025  
To: William Gentil. Stepping Stone Homes  
From: Régulo Martínez-Montilva, Planning Manager  
City of Franklin, Department of City Development  
RE: Review comments for final plat application regarding the proposed  
Woodfield Trail Subdivision. 9524 S Sophia Ct

Below are review comments and recommendations for the above-referenced application submitted by Home Path Financial Limited Partnership and deemed complete for review on December 20, 2024.

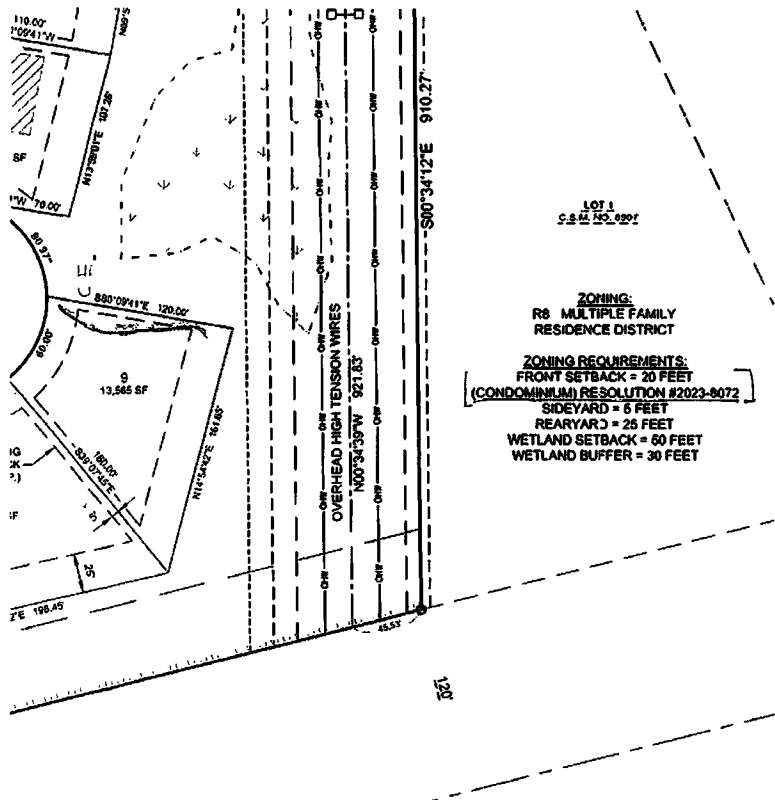
## Department of City Development comments

Unified Development Ordinance (UDO) Table 15-3.0209A, R-8 Multiple- Family Residence District Development Standards.

1. **Building pads encroaching into conservation easement.** Per conservation easement restrictions, construction is not allowed in the conservation easement area. Building pads of lots 4,5, 9, 11 and 12 are encroaching into the conservation easement area, please revise.



2. **Reduced front setback note.** In sheet 1, zoning requirements, there is a note referring to the condominium resolution for reduced front setback of 20 feet instead of 25 feet required by ordinance. This setback reduction was granted by a variance on Jan 27, 2022 (letter attached), not by the condominium resolution, please revise this note.



3. The recreational trail easement document was received on January 10 and it's currently under review. Staff may send you review comments separately (if any).
4. Pursuant to the Unified Development Ordinance Section 15-7.0603C, please submit the legal instruments for any proposed Wisconsin non-profit membership corporation (homeowner's association).

**Engineering Department comments**

5. Please show at least two offset distances from the lot lines per existing structures.

**Inspection Services Department comments**

6. Inspection Services has no comments on the proposal at this time.

**Police Department comments**

7. The PD has no comments or concerns.

Planning Department  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132  
 (414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



APPLICATION DATE: 12/16/2024  
 STAMP DATE: \_\_\_\_\_ city use only

## LAND DIVISION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Jeff Kleiner	NAME: William Gentil
COMPANY: Home Path Financial Limited Partnership	COMPANY: Home Path Financial Limited Partnership
MAILING ADDRESS: 19435 W Capitol Dr, Ste 104	MAILING ADDRESS: 19435 W Capitol Dr, Ste 102
CITY/STATE: Brookfield, WI	CITY/STATE: Brookfield, WI
ZIP: 53045	ZIP: 53007
PHONE: (414) 312-3345	PHONE: (414) 312-3345
EMAIL ADDRESS: wgentil@myhomepath.com	EMAIL ADDRESS: wgentil@myhomepath.com

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS:	TAX KEY NUMBER:
PROPERTY OWNER: Home Path Financial Limited Partnership	PHONE:
MAILING ADDRESS: 19435 W Capitol Dr, Ste 104	EMAIL ADDRESS:
CITY/STATE: Brookfield, WI	DATE OF COMPLETION: _____ office use only
ZIP: 53045	

### APPLICATION TYPE

Please check the application type that you are applying for

- Affidavit of Correction (Plat)  
  Certified Survey Map  
  Condominium Plat  
  Land Combination  
 Right of Way Vacation  
 Final Subdivision Plat  
 Preliminary Subdivision Plat

Most requests require Plan Commission review and Common Council approval.  
 Applicant is responsible for providing Plan Commission resubmittal materials up to 11 copies pending staff request and comments.

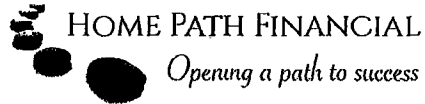
### SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).*

I, the applicant, certify that I have read the following page detailing the requirements for land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: <i>Jeff Kleiner</i>	APPLICANT SIGNATURE: <i>William Gentil</i>
DATE: 12/16/24	DATE: 12/16/24
NAME & TITLE: Jeff Kleiner, President	NAME & TITLE: William Gentil, Authorized Signor
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	NAME & TITLE:
DATE:	DATE:



January 24, 2025

City of Franklin  
9229 W Loomis Rd  
Franklin, WI 53132

Re: Changes to Final Plat for Woodfield Trail

Dear Mr. Martínez-Montilva,

In response to the comments and requests made by the City of Franklin regarding the final plat for the Woodfield Trail subdivision.

We have carefully reviewed all feedback provided, and I am pleased to inform you that all the requested changes have been addressed. The updated final plat now reflects the necessary revisions.

Please find the revised final plat enclosed for your review. Should there be any further clarifications or additional modifications required, we are happy to work with the City to ensure that all conditions are met and the development can move forward smoothly.

Thank you for your attention to this matter. We look forward to your feedback and to finalizing the plat for the Woodfield Trail project.

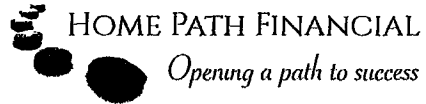
Home Path Financial, LP  
William Gentil  
Land and Development Team

Attachments  
Project Narrative  
Legal Description  
Department of Administration Letter  
(separate PDF) 809 60B FINAL PLAT 20251016

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5116 N 126<sup>th</sup> St  
Butler, WI 53007  
[www.myhomepath.com](http://www.myhomepath.com)  
[Facebook.com/HomePathFinancial](https://www.facebook.com/HomePathFinancial)

*"Home Path Financial ~ Opening a Path to Success"*



Re: Woodfield Trail Re-Platting

The owner of this property is looking to change the way ownership is passed to purchasers. It would go from detached condo ownership to detached single family ownership.

This would remain as 13 lots and there will be 1 single family home built on each lot.

All building pads are below 35% of the lot area in conformance with the minimum lot coverage requirements.

Thank you for your consideration.

Home Path Financial, LP  
Ken Frank  
Director of Land and Development

---

5116 N 126<sup>th</sup> St  
Butler, WI 53007  
[www.myhomepath.com](http://www.myhomepath.com)  
[Facebook.com/HomePathFinancial](https://www.facebook.com/HomePathFinancial)

*"Home Path Financial ~ Opening a Path to Success"*



TONY EVERS  
GOVERNOR  
KATHY BLUMENFELD  
SECRETARY  
Plat Review  
PO Box 1645, Madison WI 53701  
E-mail [platreview@wi.gov](mailto:platreview@wi.gov)  
<https://doa.wi.gov/platreview>

October 26, 2024

John Konopacki  
PINNACLE ENGINEERING GROUP LLC  
[john.konopacki@pinnacle-engr.com](mailto:john.konopacki@pinnacle-engr.com)

FILE NO. 122032  
Woodfield Trail  
City of Franklin, Milwaukee County

Dear John Konopacki:

You have submitted the preliminary plat of Woodfield Trail for review. The Department of Administration must withhold certification of this preliminary plat due to objections by the Milwaukee County Planning Agency.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

We have examined and find that this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

**DEPARTMENT OF TRANSPORTATION:**

The Department of Transportation is an objecting agency on this plat. On 09/24/2024 we transmitted the plat to them for review. On 10/15/2024, we were notified that they do not object to this plat

**COUNTY PLANNING AGENCY:**

The Milwaukee County Planning Agency is an objecting agency on this plat. On 09/24/2024 we transmitted copies to them for review. On 10/09/2024, we were notified that they object to this plat

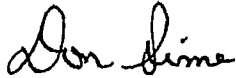
Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewerred;
- complies with Wisconsin shoreland management regulations,
- resolves possible problems with storm water runoff;
- fits the design to the topography,
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities



If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office as listed above

Regards,

A handwritten signature in black ink that reads "Don Sime". The signature is written in a cursive, flowing style.

Don Sime, PLS  
Plat Review

cc. Owner  
Clerk, City of Franklin  
Milwaukee County Planning Agency  
Department of Transportation

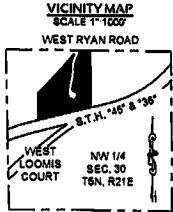
PLAT RECEIVED FROM SURVEYOR ON 09/24/2024; REVIEWED ON 10/26/2024

# WOODFIELD TRAIL SUBDIVISION

Being a part of Lot I of Certified Survey Map No. 9336, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin

- LEGEND**
- Denotes Four 5' Iron Pipe
  - Denotes Four 3" Iron Pipe
  - Denotes Six 1/2" C.I. Iron Pipe, 4.30 I.D. FT.
  - Denotes Wetland
  - Denotes Wetland to be removed for public use
  - Denotes Restricted Access
  - Denotes High Tension Tower
  - Denotes Existing Building
- All other corner markers are 3/4" x 1/4" x 1/8" iron pipe, 1.51 I.D. FT. All measurements have been made to the nearest one second. All angular measurements have been made to the nearest one second.

MEASURED BY:  
 DATE: 10/12/2021  
 BY: JOHN P. KONOPACKI  
 FOR: BRASS CO.

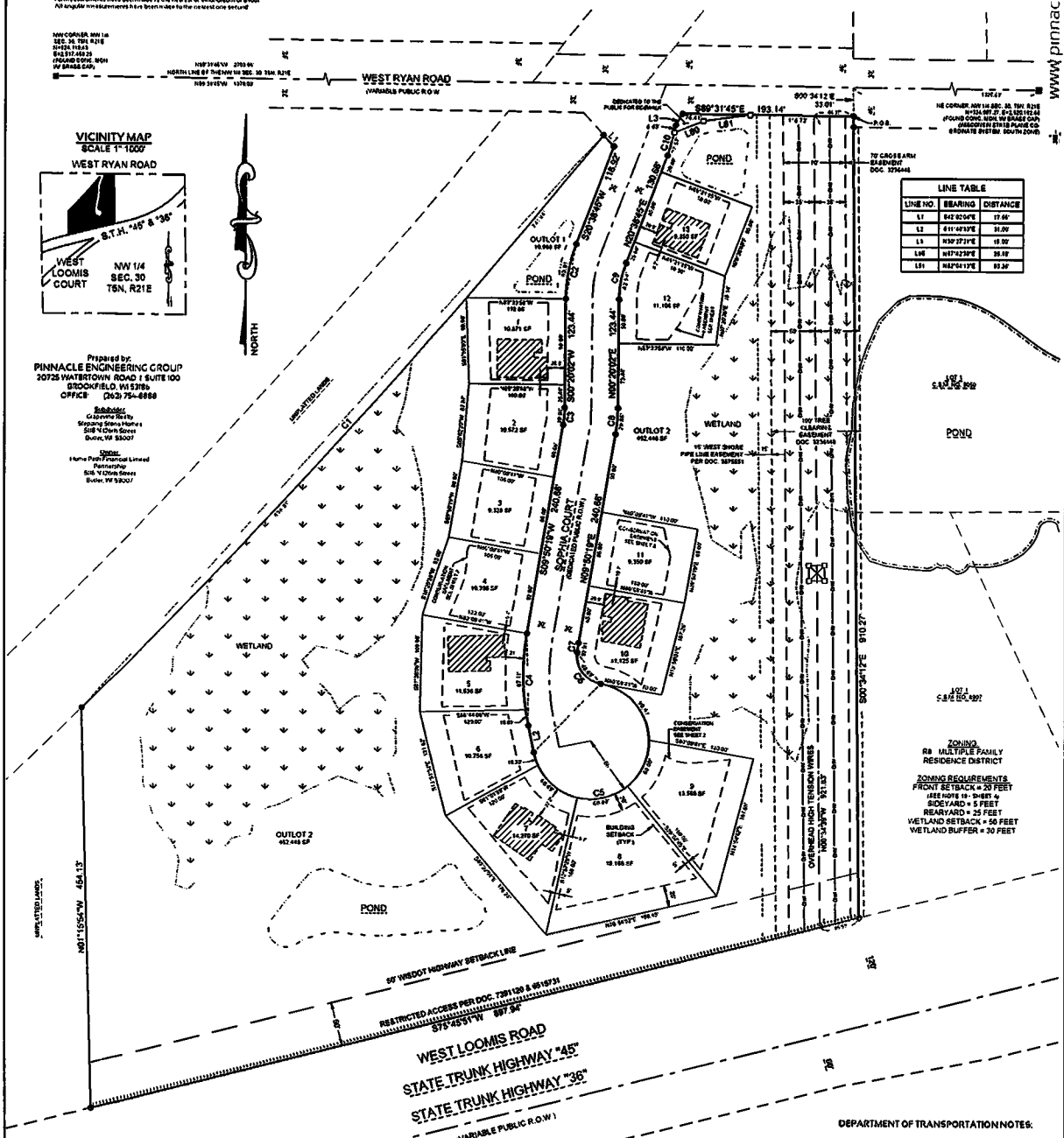


Prepared by:  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD | SUITE 100  
 BROOKFIELD, WI 53005  
 OFFICE: (262) 754-8888

Subsidiary:  
 Cassville Realty  
 508 N. Clark Street  
 Suite 107  
 Brookfield, WI 53007

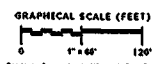
Owner:  
 First Park Financial Limited Partnership  
 508 N. Clark Street  
 Suite 107  
 Brookfield, WI 53007

LINE NO.	BEARING	DISTANCE
L1	S82°20'57"E	17.66'
L2	S71°42'32"E	30.00'
L3	N52°27'11"E	10.00'
L4	N67°42'25"E	25.12'
L5	N67°51'17"E	22.24'



**ZONING**  
 R8 MULTIPLE FAMILY RESIDENCE DISTRICT

**ZONING REQUIREMENTS**  
 FRONT SETBACK = 20 FEET  
 REAR YARD = 20 FEET  
 SIDE YARD = 5 FEET  
 WETLAND SETBACK = 50 FEET  
 WETLAND BUFFER = 30 FEET



There are no objections to this plat with respect to Secs. 236.13, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_\_\_

Department of Administration

**DEPARTMENT OF TRANSPORTATION NOTES:**

**Setback Note:**  
 There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under 9236.293, Stats. and shall be enforceable by the Department of Transportation.

**Access Note:**  
 9236.05(1) An owner hereby restricts all lots and blocks, in that no conveyance, possession, use, nor conveyance, nor other person shall have any right of direct vehicular ingress or egress with 9236.05, as shown on the plat, if being expressly intended that the restrictions shall constitute a restriction for the benefit of the public according to 9236.293, Stats. and shall be enforceable by the Department of Transportation.

**Notice Note:**  
 The fee of this land division may constitute a notice at the levels exceeding the levels in 9236.05(1), Table I. These levels are based on federal standards. The Department of Transportation is not responsible for showing noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**  
 DRAFTED BY: [Signature]

www.pinnacle-engr.com





WOODFIELD TRAIL SUBDIVISION

Being a part of Lot 1 of Certified Survey Map No. 9336, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN WAUKESHA COUNTY WIS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify

That I have surveyed, mapped and recorded that part of Lot 1 of Certified Survey Map No. 9336, as recorded in the Register of Deeds office for Milwaukee County at Document No. 1114816, (Formerly being WOODFIELD TRAIL, ACCORDING NO. 1, a Condominium, as recorded in the Register of Deeds office for Milwaukee County at Document No. 1127555 and Dissolved by Agreement to Remove Property recorded as Document No. 1147429), in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin described as follows:

Commencing at the northeast corner of the Northwest 1/4 of Section 30, thence North 89°31'45" East along the north line of said Northwest 1/4, 123.61 feet; thence South 00°34'12" East, 33.00 feet to the northeast corner of Lot 1 of said Certified Survey Map No. 9336 and the Point of Beginning.

Thence continuing South 00°34'12" East along the east line of said Lot 1, 910.27 feet to the north right of way line of West Leomin Road, State Trunk Highway 99 & 750, thence South 75°45'51" West along said north right of way line, 497.64 feet to the west line of said Lot 1, thence North 01°05'4" West along said west line, 464.13 feet to the south line of the Wisconsin Electric Power Company right of way, as recorded in the Register of Deeds office for Milwaukee County in Volume 1366, Page 367, and a point on a curve, thence northwesterly 80°75'4" East along said south line and the arc of said curve to the left, whose radius is 1271.80 feet and whose chord bears North 42°05'4" East, 690.29 feet to the right of way line of Southport Court, thence the following courses along said right of way:

South 82°02'47" East, 17.05 feet; South 20°38'45" West, 119.92 feet to a point of curvature, Southwesterly 63.81 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 18°29'23" West, 63.48 feet; South 00°20'02" West, 123.64 feet to a point of curvature, Southwesterly 10.91 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears South 08°59'19" West, 18.84 feet; South 09°50'17" West, 240.06 feet to a point of curvature, Southwesterly 102.34 feet along the arc of said curve to the left, whose radius is 230.00 feet and whose chord bears South 00°59'07" East, 104.82 feet; South 14°40'35" East, 31.00 feet to a point of curvature, Northwesterly 295.37 feet along the arc of said curve to the left, whose radius is 68.00 feet and whose chord bears North 44°00'00" East, 109.10 feet to a point of reversion curve, Northwesterly 48.69 feet along the arc of said reversion curve, whose radius is 32.00 feet and whose chord bears North 10°20'48" West, 44.13 feet to a point of compound curve, Northwesterly 10.91 feet along the arc of said compound curve to the right, whose radius is 220.00 feet and whose chord bears North 08°25'02" East, 10.81 feet; North 09°50'17" East, 240.06 feet to a point of curvature, Northwesterly 28.36 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears North 05°07'10" East, 21.83 feet; North 00°20'02" East, 123.64 feet to a point of curvature, Northwesterly 42.54 feet along the arc of said curve to the right, whose radius is 120.00 feet and whose chord bears North 10°29'23" East, 42.32 feet; North 20°38'45" East, 130.99 feet to a point of curvature, Northwesterly 34.20 feet along the arc of said curve to the left, whose radius is 130.00 feet and whose chord bears North 14°59'05" East, 34.14 feet; North 20°27'21" East, 16.00 feet to the south right of way line of West Ryan Road.

Thence South 69°31'45" East along said south right of way line, 193.14 feet to the Point of Beginning.

Containing 824,447 square feet (14,335.83 acres) of land Gross and 623,859 square feet (14,324.49 acres) of land Net, more or less.

That I have made such survey, and division and map by the direction of HOME PATH FINANCIAL LIMITED PARTNERSHIP, owner of said land and that such plot is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Chapter 15 in surveying, mapping and dividing the lands within the subdivision.

John P. Konopacki Professional Land Surveyor S-2461



DATE DECEMBER 23, 2024 REVISED JANUARY 16, 2025 REVISED FEBRUARY 4, 2025

OWNER'S CERTIFICATE OF IDENTIFICATION

HOME PATH FINANCIAL LIMITED PARTNERSHIP, a Limited Partnership duly organized and existing under the laws of the State of Wisconsin, its general partner, hereby certifies that the undersigned is the true and correct owner of the property hereunto referred to, mapped and recorded as represented on this plat.

HOME PATH FINANCIAL LIMITED PARTNERSHIP has certified that this plat is correct by a 2/3 vote of the Wisconsin State Statutes by the following list of persons:

- 1. City of Franklin
2. Wisconsin Department of Transportation
3. Milwaukee County
4. Wisconsin Department of Transportation

BY WITNESSES WHEREOF, the said HOME PATH FINANCIAL LIMITED PARTNERSHIP has caused these presents to be signed by name, under its hand, in the presence of HOME PATH FINANCIAL LIMITED PARTNERSHIP.

STATE OF WISCONSIN COUNTY 55

Personally came before me this 20th day of December, 2024, at the City of Franklin, Wisconsin, the undersigned, who is duly qualified as a notary public in and for the State of Wisconsin, and who is duly sworn, and who is not related to any of the parties to the foregoing instrument, and who is not acting as a notary public for any of the parties.

Notary Public Name: My Commission Expires: State of Wisconsin My Commission Expires:

CONSENT OF CORPORATE MORTGAGEE

I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

STATE OF WISCONSIN COUNTY 55

Personally came before me this 20th day of December, 2024, at the City of Franklin, Wisconsin, the undersigned, who is duly qualified as a notary public in and for the State of Wisconsin, and who is duly sworn, and who is not related to any of the parties to the foregoing instrument, and who is not acting as a notary public for any of the parties.

Notary Public Name: My Commission Expires: State of Wisconsin My Commission Expires:

CITY OF FRANKLIN CERTIFICATE

Resolved, that the plat herein as WOODFIELD TRAIL SUBDIVISION, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which plat bears the following description: as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, at Document No. 1147429, is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Attest: I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Date: 2024 December 23, at the City of Franklin, Wisconsin, in the presence of: John R. Tishman, Mayor

Date: 2024 December 23, at the City of Franklin, Wisconsin, in the presence of: Barry J. Roberts, City Clerk

CITY OF FRANKLIN TREASURER'S CERTIFICATE

I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Attest: I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Date: 2024 December 23, at the City of Franklin, Wisconsin, in the presence of: Darlene Brown, Director of Finance and Treasurer

MILWAUKEE COUNTY TREASURER'S CERTIFICATE

I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Attest: I, the undersigned, being duly qualified and sworn under the laws of the State of Wisconsin, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin, and that the same is a true and correct copy of the original instrument as recorded in the Register of Deeds office for Milwaukee County, Wisconsin.

Date: 2024 December 23, at the City of Franklin, Wisconsin, in the presence of: David Eshelman, Milwaukee County Treasurer

THE UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by HOME PATH FINANCIAL LIMITED PARTNERSHIP, Grantor, to:

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as WE Energies, Grantee,

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and SPECTRUM MID-AMERICA, L.L.C. Grantee

Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electric and telephone and cable TV service, natural gas, telephone and cable TV facilities for each purpose as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within these areas on the plat designated as "UTILITY EASEMENT AREAS" and the property delineated on the plat for streets and alleys, whether public or private, together with the right to install service connections open, access within and beneath the surface of such lot for such improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and coals as may be reasonably required incident to the right herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, this property, as nearly as is reasonably practicable, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, shall not apply to the utility installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any lines, lines or ducts which may be removed at any time pursuant to the right herein granted. Structures shall not be placed over Grantee's facilities or its, upon or over the property within the lines marked "UTILITY EASEMENT AREAS" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be above more than four inches without consent of Grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assignee of all parties hereto.

GENERAL NOTES:

- 1. No direct vehicular access shall be allowed on to West Leomin Road, State Trunk Highway 99 & 750.
2. Flood Zone Classification. The property lies within Zone "X" as the Flood Insurance Rate Map Community Panel No. 51070C0202E Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
3. Wetland delineation per the recorded Certified Survey Map No. 9336.
4. OUTLOT OWNERSHIP AND PURPOSE. All Outlots of the plat of WOODFIELD TRAIL SUBDIVISION shall be maintained by the WOODFIELD TRAIL SUBDIVISION Homeowners Association for their intended purposes and open space and each individual lot owner shall have an undivided fractional ownership of the outlots and that Milwaukee County and the City of Franklin shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Franklin should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain and Outlots in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said Outlots in violation of the recorded plat of WOODFIELD TRAIL SUBDIVISION shall be prohibited. The Homeowners Association grants to the City the right to enter upon the Outlots in order to inspect, repair, or remove said Outlots in their intended purpose. Expenses incurred by the City for said inspection, repair, or restoration of said Outlots may be placed against the lot with the said Outlots and collected as a special charge by the City. The developer and its subsequent owners shall transfer to any subsequent purchaser of any building on the plat of WOODFIELD TRAIL SUBDIVISION an undivided one-third interest in said Outlots. The developer and its subsequent owners warrant and represent that said Outlots for assessment purposes shall have no value per se, and the 1/30th interest in said Outlots should be assessed with each of the buildable lots. In the event that said Outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/30th per buildable lot of the taxes due on said Outlots. In the event that these said taxes are not paid, Milwaukee County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.
5. WETLAND RESTRICTIONS:
-Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and if applicable Milwaukee County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
-The removal of topsoil or other surface materials shall be prohibited.
-The removal or destruction of any native vegetative cover, i.e. trees, shrubs, grasses, etc. shall be prohibited with the exception of the removal of dead, dying or diseased vegetation, non-invasive species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Milwaukee County.
-Grading by domestic animals, i.e. horses, cows, etc. shall be prohibited.
-The introduction of point material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited.
-Creation of a mean landscape, gardening, cultivating, or depositing and waste of any type shall be prohibited.
-Ponds may be permitted subject to the approval of the municipality in which they are located and if applicable, the Milwaukee County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
-Construction of buildings within the wetland boundaries is prohibited.
6. Landscape Buffering Easement. This strip is reserved for the planting of trees and shrubs, the building of structures hereon is prohibited.
7. No grading activities will take place within the 30-foot wetland buffer.
8. Vertical Datum: National Geodetic Vertical Datum of 1928 (NGVD28). Reference Benchmark: Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 of Section 30, Town 5 North, Range 21 East, Elevation = 803.18.
9. CONSERVATION EASEMENT RESTRICTIONS:
-There shall be no construction or placement of buildings or any other structures.
-There shall be no excavation, grading, filling, or other earthmoving activities, with the exception of any utility type of retention vehicle with the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as may be met, such improvements as may be approved being intended to enhance the resource value of the protected property to the enjoyment of the public and including, but not limited to, natural and bird feeding stations, park benches, the removal of aerial discharge of utility damage or other occurring blockage of natural drainage, and the like.
-There shall be no excavation, grading, filling, or other earthmoving activities, with the exception of any utility type of retention vehicle in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees.
-There shall be no filling, dumping, or depositing of any material whatsoever, including, but not limited to, soil, yard waste or other landscape materials, such as garbage, or debris.
-There shall be no planting of any vegetation not native to the protected property or not typical wetland vegetation.
-There shall be no operation of "unmanned, aerial vehicles, drone bogies, motorcycles, all-terrain vehicles or any other type of motorized vehicle with the Conservation Easement.
10. City of Franklin Department of Development Board of Zoning and Building Appeals approved Variance Case No. 2022-01 January 19, 2022, to reduce the required front yard building setback for the R-8 Multiple Family Residence District to 30 feet.

Table with columns: CURVE NO., LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD LENGTH, TANGENT, TANGENT. Contains 10 rows of curve data for the subdivision.

There are no objections to this plat with respect to Sect. 236.15, 236.16, 236.20 and 236.21(1) and (2) Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified: 20
Department of Administration

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2025
REPORTS & RECOMMENDATIONS	Request for Proposal (RFP) for Sound Monitoring, Noise Mitigation, & Compliance Services for Ballpark Commons / ROC Ventures	ITEM NUMBER 15.11.

**BACKGROUND**

The City of Franklin has been actively working on a Request for Proposal (RFP) for professional sound monitoring services to address ongoing noise concerns associated with events at Ballpark Commons (BPC) / ROC Ventures.

The Ballpark Commons development serves as a significant entertainment venue, hosting sporting events, concerts, festivals, and private functions that generate community engagement but have also led to numerous resident noise complaints. The city seeks a structured, transparent, and enforceable approach to noise monitoring and compliance in response to these concerns.

This RFP is designed to establish a long-term monitoring program that ensures compliance with Franklin’s Noise Ordinance (Resolution 2024-8109) while balancing the interests of residents, businesses, and event operators.

**EXISTING MONITORING PRECEDENT & RELATED PROGRAMS**

The City of Franklin has a proven track record in implementing third-party environmental and compliance monitoring services for regulated activities. The following established programs serve as a framework for objective, data-driven monitoring and enforcement, similar to what is proposed in this Sound Monitoring RFP:

**1. Quarry Monitoring Program**

- The Quarry Monitoring Committee oversees noise, vibration, and environmental impact monitoring related to quarry operations within Franklin.
- Independent third-party consultants are contracted to collect and analyze noise and vibration data, ensuring neutral and transparent reporting.
- The program includes regular compliance reports, resident complaint tracking, and enforcement recommendations.

**2. Waste Facilities Monitoring Program**

- The Waste Facilities Monitoring Committee tracks and mitigates environmental impacts, including noise, odor, and air quality issues related to waste processing and disposal.
- Monitoring services are independently conducted to ensure compliance with environmental regulations and community standards.
- The program also provides regular public reporting and transparency initiatives.

## **APPLICATION TO SOUND MONITORING AT BALLPARK COMMONS**

Given Franklin's successful implementation of third-party monitoring programs, this RFP for Sound Monitoring & Noise Mitigation Services aims to extend similar oversight and enforcement mechanisms to Ballpark Commons (BPC) / ROC Ventures.

This initiative will allow the City to:

- Ensure independent, real-time noise monitoring & compliance tracking
- Provide transparent reporting & data access for enforcement and community awareness
- Implement structured mitigation strategies based on objective monitoring results
- Align sound monitoring efforts with the City's existing environmental oversight programs

The proposed RFP builds on the City's established regulatory framework, leveraging independent monitoring expertise to protect residents' quality of life while supporting Franklin's economic and entertainment activities.

## **RECOMMENDATIONS**

The City Council's input is requested to determine:

- The final form of the RFP.
- Any additional considerations or modifications before release.
- The process for vendor selection and contract approval.

## **COUNCIL ACTION REQUESTED**

Potential Motion: *Motion to approve the final Request for Proposal (RFP) for Sound Monitoring, Noise Mitigation, & Compliance Services and authorize the Department of Administration to proceed with the solicitation process*



City of Franklin

REQUEST FOR PROPOSALS (RFP)

#2025-001

Sound Monitoring, Noise Mitigation, &  
Compliance Services

RFP Release Date: February 20, 2025

Proposals Must Be Received By 4:00 PM On March 6, 2025

**RFP #25-001****SOUND MONITORING, NOISE MITIGATION, & COMPLIANCE SERVICES****Table of Contents**

NOTICE OF SOLICITATION .....	3
Section 1 – INSTRUCTIONS .....	4
Section 2 – INTRODUCTION .....	7
Section 3 – SCOPE OF WORK .....	10
Section 4 – PROPOSAL REQUIREMENTS .....	12
Section 5 – EVALUATION CRITERIA .....	13
Section 6 – INSURANCE & LEGAL COMPLIANCE .....	15

*Appendix*

*Exhibit A*..... *Sample Agreement*



## City of Franklin Sound Monitoring RFP

### NOTICE OF SOLICITATION

City of Franklin  
Department of Administration  
9229 W. Loomis Road  
Franklin, WI 53132  
Phone: (414) 427-7504  
khersh@franklinwi.gov

*Proposals for providing Sound Monitoring, Noise Mitigation, & Compliance Services to the City of Franklin will be received at this office until March 6, 2025, at 4:00 PM.*

Kelly Hersh  
Director of Administration

## Section I – INSTRUCTIONS

### I. **EXAMINATION OF THE REQUEST FOR PROPOSAL**

All prospective proposers must carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to the successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error, or omission in the RFP, you must notify the Director of Administration in writing. Only interpretations or corrections of the RFP made in writing by the Director of Administration are binding. You shall not rely upon any interpretation or corrections given by any other method.

### II. **SUBMISSION GUIDELINES & TIMELINE**

A. **Deadline:** Proposals and Pricing Statements/Costs must be received in the Department of Administration Office by 4:00 PM on March 6, 2025. The City will not consider proposals received after this deadline.

**Submission Address:**

City of Franklin  
Director of Administration  
9229 W. Loomis Road  
Franklin, WI 53132

**Required Submission Format:**

Three (3) Hard Copies & One (1) PDF Copy via **Email to:**  
khersh@franklinwi.gov

**Subject Line:** "RFP# 2025-001: Sound Monitoring & Compliance Services"

B. The City of Franklin intends to engage a consultant who will provide professional services as described herein. However, at its sole discretion, the City reserves the right to terminate this RFP process or negotiations with a selected consultant and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP or the selected consultant before approval by the City of Franklin of a consultant services agreement.

### III. **PROPOSAL COSTS**

The City shall not be liable for any costs incurred in preparing or submitting a proposal for these services.



**IV. CONTRACT TERM & IMPLEMENTATION TIMELINE**

Initial Contract Term: .....3 Years

Target Implementation Date: .....March 27, 2025

System Calibration & Testing: ....Q3 2025

The City of Franklin, at its sole discretion, may terminate agreement services upon written notification, with or without cause, upon a 60-day notice.

**V. GENERAL**

- A. Upon submission of a proposal to the City of Franklin, the contractor may not withdraw the offer to perform contractual services for 60 days to allow the City of Franklin to take official action.
  - B. Payment will be made within 30 days of receipt of an itemized invoice.
  - C. No part of the agreement shall be subcontracted without the City's written consent. Consultant shall retain full responsibility for all work performed.
  - D. The selected consultant, in addition to all liabilities and damages for which the consultant may be responsible for its acts or omissions under the law while performing the work pursuant to the agreement, shall indemnify, defend, and hold harmless the City of Franklin, its officers, agents, and employees against all claims, damages, losses, or liabilities arising from:
    - 1. Errors, omissions, or negligence in performing contracted services.
    - 2. Failure to comply with local, state, or federal noise ordinances.
    - 3. Unauthorized disclosure of confidential city data.
  - E. The consultant shall maintain full liability insurance as the Exhibit A Agreement provision VI. outlines and agree to submit proof of insurance annually.
  - F. Consultant shall maintain insurance coverage as required and identified in Exhibit A "Insurance" document (page 18).
    - 1. If the Consultant cannot meet the minimum insurance requirements outlined within this RFP:
      - a. Provide a copy of the insurance currently carried and
      - b. Please estimate how much it would cost to attain the additional insurance required within this RFP.
  - G. The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final agreement cannot be agreed upon.
-



## City of Franklin Sound Monitoring RFP

H. Agreement shall be construed according to the laws of the State of Wisconsin.

DRAFT

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# City of Franklin Sound Monitoring RFP

**VI. CONTACT INFORMATION**

Questions regarding this proposal may be directed to [khersh@franklinwi.gov](mailto:khersh@franklinwi.gov).

**VII. TIMELINE**

The following is the planned schedule for the selection process. The City reserves the right to modify the schedule.

RFP Release Date: .....February 20, 2025  
Vendor Questions Deadline: .....February 27, 2025  
Proposal Submission Deadline: ...March 6, 2025  
Selection & Award: .....March 20, 2025

**VIII. COST OF INFORMATION PREPARATION**

The applicant is entirely responsible for the costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews. All proposals and other information provided to the City become the property of the City. The City reserves the right to use such proposals, other material, or information, and any ideas presented therein without cost to the City.

**IX. QUALIFICATIONS**

Demonstrate and provide evidence of significant knowledge and experience in providing sound monitoring, noise mitigation, and compliance services.

**X. NON-DISCRIMINATION STATEMENT**

The City of Franklin does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs, or activities.

**XI. AMERICANS WITH DISABILITIES ACT NOTICE**

Upon reasonable notice, the City will furnish appropriate accommodations when necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity provided by the City.

**XII. LIMITED ENGLISH PROFICIENCY STATEMENT**

The City of Franklin's policy is to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by City programs. Such services will be focused on providing meaningful access to City programs, services, and/or benefits.

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## Section 2 – INTRODUCTION

### **I. STATEMENT OF NEED**

The City of Franklin seeks proposals from qualified acoustic engineering firms to provide sound monitoring, noise mitigation, and compliance enforcement services for Ballpark Commons (BPC) / ROC Ventures and other locations.

The selected vendor will be responsible for:

- Continuous noise monitoring & real-time compliance tracking.
- Integration with City enforcement & Law enforcement for regulatory compliance.
- Public transparency via an online noise monitoring dashboard.
- Development of sound mitigation strategies, including speaker modifications and low-frequency noise reduction.

The ideal firm will demonstrate not only technical expertise in sound monitoring and noise mitigation but also the ability to navigate complex stakeholder dynamics. The selected vendor must integrate deep industry knowledge with a broad range of services while applying a high level of analytical intuition and human insight. This approach will enable the identification of practical solutions, mediation of competing interests, and facilitation of a balanced outcome that aligns with the City's regulatory requirements and community expectations.

### **II. PURPOSE**

Franklin has received numerous resident complaints and regulatory concerns regarding excessive noise levels from outdoor concerts, sporting events, and public gatherings at BPC. Current monitoring technology (Larson-Davis sound monitors) is in place. Performance of the sound monitoring to be provided by the consultant contractor, in certain key areas, includes:

- Accurate calibration & strategic placement to ensure effective data collection
- Automated real-time alerts & enforcement coordination
- Integration with Franklin Police & City Compliance Teams for proactive enforcement

This RFP seeks a comprehensive, data-driven noise monitoring solution to enhance regulatory compliance and community well-being.

---

### **III. NOISE MONITORING HISTORY & PERFORMANCES TO BE PROVIDED**

#### **A. Regulatory Considerations & Compliance Needs**

1. Milwaukee County's Sound Study (2022) highlighted sound spillage issues from the venue.
2. City of Franklin noise regulations require real-time monitoring & mitigation enforcement.
3. The City seeks to update monitoring locations, integrate enforcement protocols, and mitigate excessive noise pollution.

#### **B. Event-Based Sound Monitoring Focus**

1. Events requiring specific noise tracking & compliance:
  - a. Milwaukee Milkmen Baseball Games
  - b. Live Music Concerts & Festivals
  - c. Corporate Events, Private Rentals
  - d. Drive-In Movies & Outdoor Sports Broadcasts

### **IV. EVENTS AT BPC**

Events and calendars, therefore, may be reviewed on the BPC website at [Ballpark Commons – Live. Work. Play. Franklin, WI | ROC Ventures](#)

The events and sounds therefrom were surveyed, studied, and addressed by RSG in its Rock Sports Complex Sound Study prepared for Milwaukee County, available for review at [View.ashx](#)

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## Section 3 - SCOPE OF WORK

### **I. CONTINUOUS NOISE MONITORING SYSTEM**

- A. Maintain & calibrate Larson-Davis 831 or equivalent ANSI Type 1/Class 1 sound monitors.
- B. Monitor A-weighted & C-weighted decibel levels (low-frequency noise impact).
- C. Establish 1-second, 10-second, and 30-second real-time exceedance tracking.
- D. Integrate meteorological sensors (wind speed, direction, temperature, humidity) to contextualize noise readings.

### **II. REAL-TIME COMPLIANCE TRACKING & ALERTS**

The selected vendor must implement an automated noise violation alert system, integrating with Law Enforcement and event operators to facilitate real-time compliance. Alerts shall be configured as follows:

- A. Immediate SMS & Email Notifications sent to:
    - 1. Franklin Police Department Noise Enforcement Unit
    - 2. BPC Event Operations & Venue Management
    - 3. City Administration (Director of Administration, Compliance Officers, and relevant departments)
  - B. Escalation Protocols:
    - 1. First Exceedance: Vendor records and archives event data.
    - 2. Second Exceedance (Within 30 Min): Event staff must acknowledge and adjust sound levels.
    - 3. Third Exceedance (If Unaddressed): Immediate alert to City Enforcement, triggering possible citation or fine.
  - C. Automated notifications for noise exceedances sent to:
    - 1. Franklin Police Department & City Officials.
    - 2. BPC Event Management & Operations Team.
    - 3. Community Stakeholders (if applicable).
  - D. Failure of monitoring equipment must trigger immediate on-site manual measurements, and repair(s) and/or replacement(s).
-



**III. ENFORCEMENT & REPORTING SUPPORT**

**A. Monthly reports detailing:**

1. Noise violations, exceedances, and event-based tracking.
2. Data visualization of trends (heatmaps, exceedance mapping).
3. All sound levels for every day and night during the month., including a line graph or chart for same

**B. Provide expert testimony in potential legal or regulatory cases.**

**C. Train Franklin Law Enforcement Officers in handheld decibel meter use for real-time field enforcement.**

**IV. NOISE MITIGATION & SPEAKER OPTIMIZATION**

**A. The vendor shall conduct a comprehensive acoustic impact study, evaluating:**

1. Speaker Placement Adjustments to optimize sound directionality and reduce offsite noise bleed.
2. Installation of Sound Barriers & Acoustic Absorption Panels at key impact zones.
3. Implementation of Digital Signal Processing (DSP) & Auto-Limiting Controls to cap volume levels during peak noise periods.
4. Low-Frequency Noise Reduction Strategies, mitigating excessive bass vibrations traveling long distances.
5. Quarterly Sound Calibration Audits to ensure continuous compliance with Franklin Noise Ordinance 2024-8109.

**B. Evaluate & recommend optimized speaker configurations at Ballpark Commons (stadium, umbrella bar, Luxe Golf, etc.).**

**C. Propose physical noise barriers, auto-limiting speaker technology, and directional sound solutions.**

**D. Develop predictive acoustic modeling for sound spillover.**

**V. PUBLIC DASHBOARD & COMMUNITY TRANSPARENCY**

**A. A publicly accessible online portal must provide:**

1. Live noise level readings from all monitoring stations.
  2. Archived exceedance data & community complaint tracking.
  3. Noise event history & violation logs (minimum 3 years of data).
-

## **VI. FUTURE TECHNOLOGY ADAPTABILITY & UPGRADES**

- A. Ensure the system's scalability for future sensor expansions.
- B. Provide technology roadmap for software & hardware upgrades.
- C. Ensure remote access, cloud storage, and wireless firmware updates.

## Section 4 - PROPOSAL REQUIREMENTS

### **I. ALL PROPOSALS MUST INCLUDE:**

For it to be considered, a qualifying proposal must include the following information: Each submittal should include the items listed below, but the organization may include additional materials as appropriate.

#### **A. Company Background & Experience**

- 1. Provide at least three (3) municipal references for similar work.
- 2. Documented experience with stadium/event noise monitoring.
- 3. Describe your firm (size, location, staffing level, longevity, etc.).
- 4. Explain your firm's approach to successfully providing these services, including what you see as your role and how you communicate with the City.
- 5. Explain your expectations for the City and its staff regarding your ability to provide sound monitoring services successfully.

#### **B. Technical Proposal & Approach**

- 1. Detailed methodology for noise monitoring & mitigation strategies.
- 2. Specifications for real-time monitoring system & compliance tracking.
- 3. Please identify specialized computer software packages and other technology tools used to service your clients.
- 4. Describe, in detail, your firm's data analysis process, including the methods and strategies you employ and the type of reports and forms that the City can expect as part of this engagement.
- 5. Explain the levels and types of service provider audits that you have recommended for existing clients.

#### **C. Staffing Plan**

- 1. Provide names & qualifications of key personnel.
  - 2. Certifications in acoustic engineering, sound mitigation, and environmental noise control.
-

- D. Cost Proposal
  - 1. Fixed cost for monitoring services.
  - 2. Hourly rates for consulting, mitigation planning, and enforcement support.
  - 3. Breakdown of software/hardware expenses.
- E. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.
- F. Appendix/Portfolio: Proposing firms may provide a portfolio of work as an attachment or via a web link to highlight the organization’s past work as it applies to these proposed services. This section may also provide any additional information regarding the firm’s qualifications or methods relevant to these services. Please identify the project manager for each sample portfolio of work provided.
- G. Additional Services: The proposing firm can propose additional service offerings as part of an alternate quote. However, the basic proposal must include all stated requirements listed herein.
- H. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin.

**Section 5 - EVALUATION CRITERIA**

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Experience with stadium/municipal noise projects	25
Technical expertise & methodology	25
Compliance monitoring & real-time enforcement solutions	20
Cost-effectiveness & financial justification	20
Public dashboard, data access & community transparency	10

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**Section 6 - INSURANCE & LEGAL COMPLIANCE**

**I. THE SELECTED VENDOR MUST PROVIDE THE FOLLOWING:**

- A. General Liability Insurance: \$1M per occurrence, \$2M aggregate
- B. Automobile Liability: \$1M per occurrence
- C. Umbrella or Excess Liability: \$5M per occurrence
- D. Workers' Compensation: As required by Wisconsin law
- E. Professional Liability (Errors & Omissions): \$2M per claim

The agreement for the services to be provided upon the City's acceptance of a proposal shall be in the form and content as annexed hereto, with the blanks to be filled in with specific provisions of the proposal as accepted by the City.

**DRAFT**



# City of Franklin Sound Monitoring RFP

## EXHIBIT A

### AGREEMENT

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and \_\_\_\_\_ (hereinafter "CONTRACTOR"), whose principal place of business is \_\_\_\_\_.

### WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide \_\_\_\_\_;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

#### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for \_\_\_\_\_, as described in CONTRACTOR's proposal to CLIENT dated \_\_\_\_\_, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. The CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not the CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as an employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ \_\_\_\_\_], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid monthly for all work satisfactorily completed hereunder. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. The total price will not exceed the budget of \$ \_\_\_\_\_. For services rendered, monthly invoices will include a report stating the hours and type of work completed and the fee earned during the month being invoiced.
- C. Considering the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not limit any rights or remedies otherwise available to CLIENT.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs before the change order agreement under this AGREEMENT. Upon acceptance of the request for such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed with signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.
-



**IV. ASSISTANCE AND CONTROL**

- A. \_\_\_\_\_ will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. The CLIENT will promptly provide the contractor with all available information concerning the PROJECT as deemed necessary by the CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, \_\_\_\_\_ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CLIENT.

**V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. The CONTRACTOR may terminate this AGREEMENT upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved 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. If this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material will be delivered to the CLIENT in a completed form or process. CLIENT shall hold CONTRACTOR harmless for any incomplete work due to early termination.
  - C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. They are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
-

## VI. INSURANCE

The CONTRACTOR 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:

<p>A. General/Commercial Liability</p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>B. Automobile Liability (<i>Must include hired and non-owned coverage</i>)</p>	<p>\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability</p>	<p>\$5,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>D. Worker's Compensation and Employers' Liability</p>	<p>Statutory  <i>The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.</i></p>
<p>E. Professional Liability (Errors &amp; Omissions) (<i>If applicable</i>)</p>	<p>\$2,000,000 single limit</p>

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be canceled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above.

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'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 solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

**VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of \_\_\_\_\_.

**IX. 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.

**X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

**XI. MISCELLANEOUS PROVISIONS**

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



# City of Franklin Sound Monitoring RFP

- C. Conflict of Interest. CONTRACTOR warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONSULTANT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

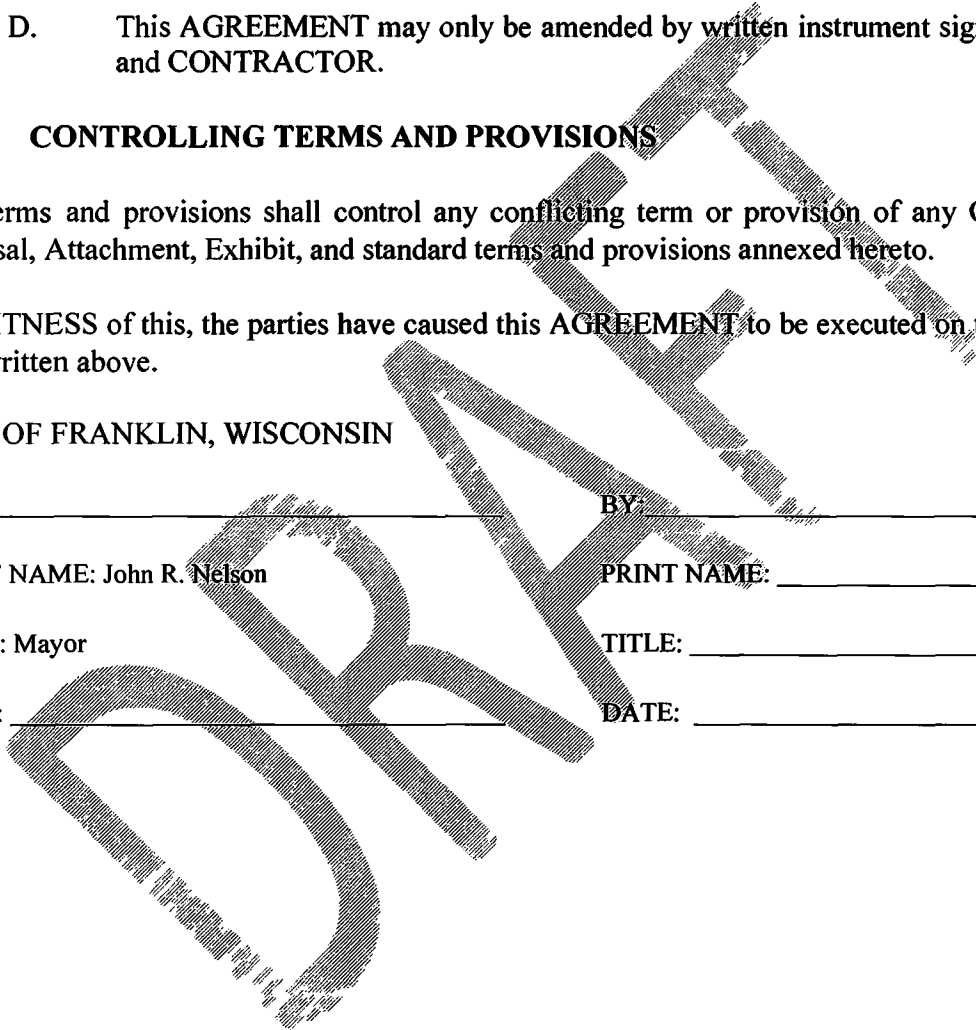
## XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____	BY: _____
PRINT NAME: John R. Nelson	PRINT NAME: _____
TITLE: Mayor	TITLE: _____
DATE: _____	DATE: _____



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# City of Franklin Sound Monitoring RFP

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Danielle L. Brown

PRINT NAME: Shirley J. Roberts

TITLE: Director of Finance and Treasurer

TITLE: City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE: \_\_\_\_\_

**DRAFT**

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE February 19, 2025
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for 43 Parcels Outlined on the Financial Memo Referencing Real Property Tax Rescissions Dated February 19, 2025	ITEM NUMBER 95.12.

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Wisconsin Statutes (section 74.33) allow the Common Council to refund or rescind any property taxes assessed if there is a palpable error that causes the taxes to be levied.

For the December 2024 tax bills, there have been 43 properties that have been identified by the City Assessor for corrected as noted in the attached Memo.

**ANALYSIS**

In summary, the following corrections have been noted:

WI State Statute 74.33 (1)(a)

Correction of Water Source (from City Water to Well Water)  
Total Assessed Value Reduction: -\$363,600  
Total Tax Rescission/Refund: \$5,640.09

Correction of Water & Sewer Source  
Total Assessed Value Reduction: -\$47,000  
Total Tax Rescission/Refund: \$762.70

Unbuildable Outlot Incorrectly Assessed as Buildable  
Total Assessed Value Reduction: -\$448,300  
Total Tax Rescission/Refund: \$7,274.81

Corrected as Excess to Parcel in Another Municipality  
Total Assessed Value Reduction: -\$13,500  
Total Tax Rescission/Refund: \$219.08

Correction of Listed Land Size (from .991 Acres to .778 Acres per GIS)  
Total Assessed Value Reduction: -\$9,300  
Total Tax Rescission/Refund: \$136.25

Correction of Land Listing (Sewer/Water/Contiguity) & Shed Addition  
Total Assessed Value Reduction: -\$206,500  
Total Tax Rescission/Refund: \$3,351.00

Correction of Excess Land (should have been listed as contiguous)  
Total Assessed Value Reduction: -\$466,100  
Total Tax Rescission/Refund: \$6,820.42

WI State Statute 74.33 (1)(b)

Corrected 1<sup>st</sup> Floor Space to Finish Attic

Total Assessed Value Reduction: -\$145,400

Total Tax Rescission/Refund: \$2,359.53

Correction to building square footage and data

Total Assessed Value Reduction: -\$66,800

Total Tax Rescission/Refund: \$1,084.05

Correction to Bathroom/Fixture/FP Count & Removal of Recreation Room

Total Assessed Value Reduction: -\$206,400

Total Tax Rescission/Refund: \$3,349.35

WI State Statute 74.33 (1)( c )

Correction of Exemption Status

Total Assessed Value Reduction: -\$711,600

Total Tax Rescission/Refund: \$11,389.07

Total Assessed Value Reduction: -\$2,684,500

Total Tax Rescission/Refund: \$42,386.35

**FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$10,364.06. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately 32,022.29.

There are some owners that paid their 2024 tax bill in full, some paid the 1<sup>st</sup> installment only, and some did not pay at all. In this case, you will see the note on each parcel within the provided memo.

Total Refund to Owners: \$22,210.31

Total Refund to City of Franklin: \$20,176.04

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2025-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 43 Parcels Outlined on the Financial Memo Referencing Real Property Tax Rescissions Dated February 19, 2025; and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities.

Finance Dept - DB

STATE OF WISCONSIN. CITY OF FRANKLIN. MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR 43 PARCELS OUTLINED ON THE FINANCIAL MEMO REFERENCING REAL  
PROPERTY TAX RESCISSIONS DATED FEBRUARY 19, 2025

-----  
WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1)(a), which states that a clerical error has been made in the description of the property or in the computation of the tax, and a partial rescission and refund of the tax due is appropriate:

Craig T. Mertes 9341 S. 29 <sup>th</sup> Street (Parcel #879-9941-003)	\$196.10
Craig T. Mertes 0 S. 29 <sup>th</sup> Street (Parcel #879-9941-004)	\$144.87
Shivay Venture, LLC 0 S. 76 <sup>th</sup> Street (Parcel #885-9999-002)	\$316.45
Shivay Venture, LLC 0 S. 76 <sup>th</sup> Street (Parcel #885-9999-009)	\$331.04
Sharon Balistreri 6708 S North Cape Road (Parcel #748-9964-001)	\$290.03
Christopher D & Melissa M Burge Revocable Living Trust 6720 S. North Cape Road (Parcel #748-9965-000)	\$292.96
Keith J Wojciechowski 6740 S. North Cape Road (Parcel #748-9966-001)	\$300.29
Thomas A. Keller (L/E) 6800 S. North Cape Road (Parcel #748-9970-000)	\$341.32
Kim M. Cieszynski 11411 W Woods Road (Parcel #748-9975-000)	\$270.98

Cheryl L. Wiske 6737 S. North Cape Road 748-9981-005 (Parcel #748-9981-005)	\$228.52
Pamela K. Lindeke 6811 S. North Cape Road (Parcel #748-9983-000)	\$345.68
Jill S. Schweitzer 7220 W. Drexel Ave. (Parcel #791-9989-000)	\$394.33
Sandra Emanuele 11309 W. Church Street (Parcel #796-0095-001)	\$60.04
Sandra Emanuele 11309 W. Church Street (Parcel #796-0100-000)	\$103.85
Sharon Budzenski 10951 W. St. Martins Road (Parcel #799-9990-000)	\$296.98
Gregory A. Fox 7951 S. 76 <sup>th</sup> Street (Parcel #803-9979-000)	\$370.00
Rosemarie A. Rzeckowski 7233 W. Drexel Ave. (Parcel #804-9996-000)	\$464.13
Lloyd A. Hooper 8333 S. 100 <sup>th</sup> Street Unit REAR (Parcel #841-0016-000)	\$129.82
James M. Hapka 10035 W. St. Martins Road (Parcel #841-9990-000)	\$464.11
James M. Hapka 10035 W. St. Martins Road (Parcel #841-9991-000)	\$298.59
Chad M. Zolecki W. Loomis Road (Parcel #891-9990-000)	\$116.84

Alma M. Kinziger Trustee of Greg & Alma Mayr Revocable Trust S. Hillside Drive (Parcel #757-9985-000)	\$645.86
Stone Hedge Addition No. 1 Homeowners Association 8701 W. Warwick Way (Parcel #754-0069-000)	\$4,770.90
Woodlands of Franklin HOA S. 46 <sup>th</sup> Street (Parcel #740-0186-000)	\$2,503.91
Maria E Russo S. North Cape Road (Parcel #798-9994-000)	\$219.08
Stelios N. Fakiroglou 11440 W. Woods Road (Parcel #704-9983-000)	\$136.25
Podd Joint Revocable Trust 2017 W. Rawson Ave. (Parcel #753-9992-000)	\$3,351.00
St. James Congregation 7171 S. 27 <sup>th</sup> Street (Parcel #761-9955-005)	\$6,820.42

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1)(b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the tax due is appropriate; and

Ebony N. Gilmore 9177 W. Elm Ct. Unit E (Parcel #848-0506-000)	\$337.55
Elaine M. Towne 9135 W. Elm Ct. Unit E (Parcel #848-0512-000)	\$337.55
Judith C. Wimmer 9127 W. Elm Ct. Unit E (Parcel #848-0518-000)	\$337.55
Mikael & Sarah Vilkas Revocable Living Trust 9185 W. Elm Ct. Unit E (Parcel #848-0524-000)	\$358.63

Khaled Mahmoud Moh Abdelghany 9111 W. Elm Ct Unit E (Parcel #848-0466-000)	\$329.41
Debra Falk 9121 W Elm Ct. Unit E (Parcel #848-0472-000)	\$329.41
Dorca E Gehrke 9131 W. Elm Ct. Unit E (Parcel #848-0478-000)	\$329.43
Evelyn Farchione 5533 Oakwood Road (Parcel #948-9002-000)	\$285.63
David L. Hassel 3737 W. Woodward Drive (Parcel #854-9960-000)	\$303.47
Christine A. Sucevic 11864 W Elmwood Drive (Parcel #749-0041-000)	\$335.91
Nashaat Z. Gerges 7219 S. Cambridge Drive (Parcel #754-0028-000)	\$95.76
7335 W. Drexel Avenue, LLC 7335 W. Drexel Avenue (Parcel #804-9998-000)	\$63.28
Khan Maqsood – Revocable Trust 9815 W. Woelfel Road (Parcel #794-9996-011)	\$3,349.35

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74 33 (1)(c), which states that the property is exempt by law from taxation, and a partial rescission and refund of the tax due is appropriate

Victory of the Lamb, Inc. 9185 W Elm Ct. Unit F (Parcel #848-0525-000)	\$5,235.29
Victory of the Lamb, Inc. 7707 W. Plainsview Drive (Parcel #803-0013-001)	\$6,153.78



NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$22,210 31 with City of Franklin Treasurer's Office receiving \$20,176 04, and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74 41

*Funds for this purpose are appropriated from the following Account Numbers*

<i>01-0000-1415</i>	<i>Milwaukee County</i>	<i>\$7,413 86</i>
<i>01-0198-5543</i>	<i>City of Franklin</i>	<i>\$10,364 06</i>
<i>01-0000-1412</i>	<i>MATC</i>	<i>\$1,889 31</i>
<i>01-0000-1411</i>	<i>Franklin School District</i>	<i>\$15,960 53</i>
<i>01-0000-1418</i>	<i>Oak Creek-Franklin School District</i>	<i>\$3,022 38</i>
<i>01-0000-1419</i>	<i>Whitnall School District</i>	<i>\$816 86</i>
<i>01-0000-1413</i>	<i>MMSD</i>	<i>\$2,919 35</i>

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2025.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

DATE: February 19, 2025  
TO: Mayor and Common Council  
FROM: Danielle Brown, Director of Finance  
SUBJECT: Real Property Tax Rescissions

On January 31, 2025, The Finance Department was informed by the City Assessor of the corrections to the 2024 Tax Roll under WI State Statute 74.33 (1) and a rescission of taxes. Each property will be listed with the following statute explanation.

**WI State Statute 74.33 (1)(a)**

**Correction of Water Source (from City Water to Well Water)**

1. Parcel: 879-9941-003  
Owner Name: Craig T. Mertes  
Address: 9341 S. 29<sup>th</sup> Street  
Total Assessed Value Difference: -\$13,400  
Total Tax Rescission/Refund: \$196.10  
\*Taxes paid in full – refund to resident
2. Parcel: 879-9941-004  
Owner Name: Craig T. Mertes  
Address: 0 S. 29<sup>th</sup> Street  
Total Assessed Value Difference: -\$9,900  
Total Tax Rescission/Refund: \$144.87  
\*Taxes paid in full – refund to resident
3. Parcel: 885-9999-002  
Owner Name: Shivay Venture, LLC  
Address: 0 S. 76<sup>th</sup> Street  
Total Assessed Value Difference: -\$19,500  
Total Tax Rescission/Refund: \$316.45  
\*Taxes unpaid – refund to City of Franklin to be applied towards 2024 tax bill
4. Parcel: 885-9999-009  
Owner Name: Shivay Venture, LLC  
Address: 0 S. 76<sup>th</sup> Street  
Total Assessed Value Difference: -\$20,400  
Total Tax Rescission/Refund: \$331.04  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

5. Parcel: 748-9964-001  
Owner Name. Sharon Balistreri  
Address. 6708 S North Cape Road  
Total Assessed Value Difference: -\$19,800  
Total Tax Rescission/Refund. \$290.03  
\*Taxes paid in full – refund to resident
6. Parcel: 748-9965-000  
Owner Name: Christopher D & Melissa M Burge Revocable Living Trust  
Address: 6720 S. North Cape Road  
Total Assessed Value Difference. -\$20,000  
Total Tax Rescission/Refund. \$292.96  
\*Taxes paid in full – refund to resident
7. Parcel: 748-9966-001  
Owner Name: Keith J Wojciechowski  
Address: 6740 S. North Cape Road  
Total Assessed Value Difference: -\$20,500  
Total Tax Rescission/Refund: \$300.29  
\*Taxes paid in full – refund to resident
8. Parcel: 748-9970-000  
Owner Name. Thomas A. Keller (L/E)  
Address: 6800 S. North Cape Road  
Total Assessed Value Difference: -\$23,300  
Total Tax Rescission/Refund: \$341.32  
\*Taxes paid in full – refund to resident
9. Parcel: 748-9975-000  
Owner Name: Kim M. Cieszynski  
Address: 11411 W. Woods Road  
Total Assessed Value Difference: -\$18,500  
Total Tax Rescission/Refund: \$270.98  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill
10. Parcel: 748-9981-005  
Owner Name: Cheryl L. Wiske  
Address. 6737 S. North Cape Road  
Total Assessed Value Difference: -\$15,600  
Total Tax Rescission/Refund. \$228.52  
\*Taxes paid in full – refund to resident
11. Parcel: 748-9983-000  
Owner Name: Pamela K. Lindeke  
Address: 6811 S. North Cape Road  
Total Assessed Value Difference: -\$23,600  
Total Tax Rescission/Refund: \$345.68  
\*Taxes paid in full – refund to resident

12. Parcel. 791-9989-000  
Owner Name: Jill S. Schweitzer  
Address: 7220 W. Drexel Ave.  
Total Assessed Value Difference: -\$24,300  
Total Tax Rescission/Refund: \$394.33  
\*Taxes paid in full – refund to resident
  
13. Parcel: 796-0095-001  
Owner Name: Sandra Emanuele  
Address: 11309 W. Church Street  
Total Assessed Value Difference: -\$3,700  
Total Tax Rescission/Refund: \$60.04  
\*Taxes unpaid – refund to City of Franklin to be applied towards 2024 tax bill
  
14. Parcel. 796-0100-000  
Owner Name: Sandra Emanuele  
Address: 11309 W. Church Street  
Total Assessed Value Difference: -\$6,400  
Total Tax Rescission/Refund: \$103.85  
\*Taxes unpaid – refund to City of Franklin to be applied towards 2024 tax bill
  
15. Parcel. 799-9990-000  
Owner Name: Sharon Budzenski  
Address: 10951 W. St. Martins Road  
Total Assessed Value Difference: -\$18,300  
Total Tax Rescission/Refund: \$296.98  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill
  
16. Parcel: 803-9979-000  
Owner Name: Gregory A. Fox  
Address: 7951 S. 76<sup>th</sup> Street  
Total Assessed Value Difference: -\$22,800  
Total Tax Rescission/Refund: \$370.00  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill
  
17. Parcel: 804-9996-000  
Owner Name: Rosemarie A. Rzeckowski  
Address: 7233 W. Drexel Ave.  
Total Assessed Value Difference: -\$28,600  
Total Tax Rescission/Refund: \$464.13  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

18. Parcel: 841-0016-000  
Owner Name: Lloyd A Hoyer  
Address: 8333 S. 100<sup>th</sup> Street Unit REAR  
Total Assessed Value Difference: -\$8,000  
Total Tax Rescission/Refund: \$129.82  
\*Taxes paid in full – refund to resident

19 Parcel: 841-9990-000  
Owner Name James M. Hapka  
Address: 10035 W. St. Martins Road  
Total Assessed Value Difference: -\$28,600  
Total Tax Rescission/Refund. \$464 11  
\*Taxes paid in full – refund to resident

20 Parcel 841-9991-000  
Owner Name James M. Hapka  
Address. 10035 W. St Martins Road  
Total Assessed Value Difference. -\$18,400  
Total Tax Rescission/Refund: \$298.59  
\*Taxes paid in full – refund to resident

#### **Correction of Water & Sewer Source**

21 Parcel: 891-9990-000  
Owner Name. Chad M. Zolecki  
Address: W. Loomis Road  
Total Assessed Value Difference: -\$7,200  
Total Tax Rescission/Refund: \$116.84  
\*Taxes paid in full – refund to resident

22. Parcel: 757-9985-000  
Owner Name: Alma M. Kinzinger Trustee of Greg & Alma Mayr Revocable Trust  
Address: S. Hillside Drive  
Total Assessed Value Difference. -\$39,800  
Total Tax Rescission/Refund. \$645.86  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

#### **Unbuildable Outlot Incorrectly Assessed as Buildable**

23. Parcel: 754-0069-000  
Owner Name: Stone Hedge Addition No. 1 Homeowners Association  
Address: 8701 W. Warwick Way  
Total Assessed Value Difference. -\$294,000  
Total Tax Rescission/Refund: \$4,770.90  
\*Taxes paid with 1<sup>st</sup> Installment – \$2,409.78 refund to City of Franklin to be applied towards remaining 2024 tax bill  
\*\$2,361.12 refund to owner

24. Parcel: 740-0186-000  
Owner Name: Woodlands of Franklin HOA  
Address: S 46<sup>th</sup> Street  
Total Assessed Value Difference: -\$154,300  
Total Tax Rescission/Refund: \$2,503.91  
\*Taxes paid with 1<sup>st</sup> Installment - \$1,264.94 refund to City of Franklin to be applied towards remaining 2024 tax bill  
\*\$1,238.97 refund to owner

**Corrected as Excess to Parcel in Another Municipality**

25. Parcel: 798-9994-000  
Owner Name: Maria E. Russo  
Address: S. North Cape Road  
Total Assessed Value Difference: -\$13,500  
Total Tax Rescission/Refund: \$219.08  
\*Taxes paid with 1<sup>st</sup> Installment - \$112.78 refund to City of Franklin to be applied towards remaining 2024 tax bill  
\*\$106.30 refund to owner

**Correction of Listed Land Size (from .991 Acres to .778 Acres per GIS)**

26. Parcel: 704-9983-000  
Owner Name: Stelios N. Fakiroglou  
Address: 11440 W. Woods Road  
Total Assessed Value Difference: -\$9,300  
Total Tax Rescission/Refund: \$136.25  
\*Taxes paid in full – refund to resident

**Correction of Land Listing (Sewer/Water/Contiguity) & Shed Addition**

27. Parcel: 753-9992-000  
Owner Name: Podd Joint Revocable Trust 2017  
Address: W. Rawson Ave.  
Total Assessed Value Difference: -\$206,500  
Total Tax Rescission/Refund: \$3,351.00  
\*Taxes paid in full – refund to resident

**Correction of Excess Land (should have been listed as contiguous)**

28. Parcel: 761-9955-005  
Owner Name: St. James Congregation  
Address: 7171 S. 27<sup>th</sup> Street  
Total Assessed Value Difference: -\$466,100  
Total Tax Rescission/Refund: \$6,820.42  
\*Taxes paid with 1<sup>st</sup> Installment - refund to City of Franklin to be applied towards remaining 2024 tax bill



**WI State Statute 74.33 (1)(b)**

**Corrected 1<sup>st</sup> Floor Space to Finished Attic**

29. Parcel: 848-0506-000

Owner Name: Ebony N. Gilmore

Address: 9177 W. Elm Ct. Unit E

Total Assessed Value Difference: -\$20,800

Total Tax Rescission/Refund: \$337.55

\*Taxes paid in full – refund to resident

30. Parcel: 848-0512-000

Owner Name: Elaine M. Towne

Address: 9135 W. Elm Ct. Unit E

Total Assessed Value Difference: -\$20,800

Total Tax Rescission/Refund: \$337.55

\*Taxes paid in full – refund to resident

31. Parcel: 848-0518-000

Owner Name: Judith C. Wimmer

Address: 9127 W. Elm Ct. Unit E

Total Assessed Value Difference: -\$20,800

Total Tax Rescission/Refund: \$337.55

\*Taxes paid in full – refund to resident

32. Parcel: 848-0524-000

Owner Name: Mikael & Sarah Vilkas Revocable Living Trust

Address: 9185 W Elm Ct. Unit E

Total Assessed Value Difference: -\$22,100

Total Tax Rescission/Refund: \$358.63

\*Taxes paid in full – refund to resident

33. Parcel: 848-0466-000

Owner Name: Khaled Mahmoud Moh Abdelghany

Address: 9111 W. Elm Ct. Unit E

Total Assessed Value Difference: -\$20,300

Total Tax Rescission/Refund: \$329.41

\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

34. Parcel: 848-0472-000

Owner Name: Debra Falk

Address: 9121 W. Elm Ct. Unit E

Total Assessed Value Difference: -\$20,300

Total Tax Rescission/Refund: \$329.41

\*Taxes paid in full – refund to resident

35. Parcel. 848-0478-000  
Owner Name: Dorca E Gehrke  
Address: 9131 W. Elm Ct. Unit E  
Total Assessed Value Difference: -\$20,300  
Total Tax Rescission/Refund: \$329.43  
\*Taxes paid in full – refund to resident

**Correction to building square footage and data**

36. Parcel. 948-9002-000  
Owner Name. Evelyn Farchione  
Address: 5533 Oakwood Road  
Total Assessed Value Difference: -\$17,600  
Total Tax Rescission/Refund: \$285.63  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

37 Parcel: 854-9960-000  
Owner Name. David L. Hassel  
Address: 3737 W. Woodward Drive  
Total Assessed Value Difference. -\$18,700  
Total Tax Rescission/Refund: \$303.47  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

38 Parcel: 749-0041-000  
Owner Name: Christine A. Sucevic  
Address: 11864 W Elmwood Drive  
Total Assessed Value Difference: -\$20,700  
Total Tax Rescission/Refund: \$335.91  
\*Taxes paid in full – refund to resident

39. Parcel: 754-0028-000  
Owner Name: Nashaat Z. Gerges  
Address. 7219 S. Cambridge Drive  
Total Assessed Value Difference. -\$5,900  
Total Tax Rescission/Refund: \$95.76  
\*Taxes paid with 1<sup>st</sup> Installment – refund to City of Franklin to be applied towards remaining 2024 tax bill

40 Parcel: 804-9998-000  
Owner Name: 7335 W. Drexel Avenue, LLC  
Address: 7335 W. Drexel Avenue  
Total Assessed Value Difference: -\$3,900  
Total Tax Rescission/Refund: \$63.28  
\*Taxes paid in full – refund to resident

## **Correction to Bathroom/Fixture/FP Count & Removal of Recreation Room**

41 Parcel: 794-9996-011

Owner Name: Khan Maqsood – Revocable Trust

Address: 9815 W Woelfel Road

Total Assessed Value Difference: -\$206,400

Total Tax Rescission/Refund: \$3,349.35

\*Taxes paid in full – refund to resident

### **WI State Statute 74.33 (1)(c)**

#### **Correction of Exemption Status**

42. Parcel: 848-0525-000

Owner Name: Victory of the Lamb, Inc.

Address: 9185 W. Elm Ct. Unit F

Total Assessed Value Difference: -\$327,500

Total Tax Rescission/Refund: \$5,235.29

Taxes paid with 1<sup>st</sup> Installment - \$2,617.64 refund to City of Franklin to be applied to remaining 2024 tax bill

\*\$2,617.65 refund to owner

43. Parcel: 803-0013-001

Owner Name: Victory of the Lamb, Inc.

Address: 7707 W. Plainsview Dr.

Total Assessed Value Difference: -\$384,100

Total Tax Rescission/Refund: \$6,153.78

\*Taxes paid with 1<sup>st</sup> Installment - \$3,076.88 refund to City of Franklin to be applied to remaining 2024 tax bill

\*\$3,076.90 refund to owner

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 879-9941-003	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Craig T. Mertes	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$89,400	\$228,800	\$318,200	Res	\$76,000	\$228,800	\$304,800	-\$13,400
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

### Preparer

Name	Title
Email	Phone

### Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

### Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number

### Attachments

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

ALYSSA N MERTES  
 CRAIG T MERTES  
 9341 S 29TH ST  
 FRANKLIN WI 53132-9147

Property Address  
 9341 S 29TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 365431**  
 Correspondence should refer to parcel number  
**PARCEL#: 8799941003**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
89,400	228,800	318,200	0.9965	89,700	229,600	319,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	
MILWAUKEE COUNTY	4,350,816	4,354,589	1,060.57	1,003.10	-5.4%	4,656.22	
CITY OF FRANKLIN	3,420,529	3,538,487	1,274.20	1,219.58	-4.3%	-66.55	
OAK CREEK-FRANKLIN SCHOOL	8,933,770	9,491,019	2,092.37	1,782.92	-14.8%	-214.27	
MMSD			415.81	394.99	-5.0%		
MATC	4,518,534	4,549,722	270.91	255.63	-5.6%		
<b>Total</b>	<b>21,223,649</b>	<b>21,933,817</b>	<b>5,113.86</b>	<b>4,656.22</b>	<b>-8.9%</b>	<b>4,656.22</b>	
	<b>First Dollar Credit</b>		<b>72.53</b>	<b>66.55</b>	<b>-8.2%</b>		
	<b>Lottery &amp; Gaming Credit</b>		<b>269.96</b>	<b>214.27</b>	<b>-20.6%</b>		
	<b>Net Property Tax</b>		<b>4,771.37</b>	<b>4,375.40</b>	<b>-8.3%</b>	<b>4,375.40</b>	
School taxes reduced by school levy tax credit	\$ 503.57	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)			
			ACRES: 0.263	0.014632952			

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**  
**\$ 4,535.00**  
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 2240.18 DUE BY 01/31/2025  
 1147.41 DUE BY 03/31/2025  
 1147.41 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
OAK CREEK-FRANKLIN SCHOOL	429,497.30	120.19	2025
OAK CREEK-FRANKLIN SCHOOL	932,729.08	261.03	2030

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$4,535.00  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,240.18  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,147.41  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,147.41  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 365431  
 Parcel #  
 8799941003  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 365431  
 Parcel #  
 8799941003  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 365431  
 Parcel #  
 8799941003  
 Alt. Parcel #

MERTES, ALYSSA N  
 Include This Stub With Your Payment

MERTES, ALYSSA N  
 Include This Stub With Your Payment

MERTES, ALYSSA N  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Craig T Mertes		
Parcel ID	879-9941-003		
Assessed Value -	Original	\$318,200	
Assessed Value -	Revised	\$304,800	
Payments Due	-13,400		
Lottery Credit/First Dollar		0.00	0.00
1/31		2,328.11	2,230.06
3/31		1,164.06	1,115.03
5/31		1,164.06	1,115.03
		<u>4,656.22</u>	<u>4,460.12</u>
			196.10

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,003.10	960.85	42.25	38.13
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,219.58	1,168.22	51.36	46.34
MATC (VTAE)	01 0000 1412	0.8033489	255.63	244.86	10.77	9.72
2 Oak Creek/Franklin Schools	01 0000 1418	7.1856896	2,286.49	2,190.20	96.29	86.89
State School Levy credit		-1.5825460	-503.57	-482.36	-21.21	
MMSD	01 0000 1413	1.2413147	394.99	378.35	16.64	15.02
		<u>14.6329516</u>	<u>4,656.22</u>	<u>4,460.12</u>	<u>196.10</u>	<u>196.10</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools           01 0000 1411       8.7803398

Oak Creek/Franklin Schools 01 0000 1418       7.1856896

Whitnall Schools           01 0000 1419       7.2005082

No Sewer                    0.0000000

TOTAL



## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 879-9941-004	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Craig T. Mertes	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$65,900	\$0	\$65,900	Res	\$56,000	\$0	\$56,000	-\$9,900
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill



Name	Craig T. Mertes		
Parcel ID	879-9941-004		
Assessed Value -	Original	\$65,900	
Assessed Value -	Revised	\$56,000	
Payments Due	-9,900		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	482.16	409.72	72.44
3/31	241.08	204.86	36.22
5/31	241.08	204.86	36.22
	<u>964.31</u>	<u>819.44</u>	<u>144.87</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	207.74	176.53	31.21	28.16
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	252.58	214.63	37.95	34.25
MATC (VTAE)	01 0000 1412	0.8033489	52.94	44.99	7.95	7.17
2 Oak Creek/Franklin School	01 0000 1418	7.1856896	473.54	402.40	71.14	64.20
State School Levy credit		-1.5825460	-104.29	-88.62	-15.67	
MMSD	01 0000 1413	1.2413147	81.80	69.51	12.29	11.09
		<u>14.6329516</u>	<u>964.31</u>	<u>819.44</u>	<u>144.87</u>	<u>144.87</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools           01 0000 1411       8.7803398

Oak Creek/Franklin School 01 0000 1418       7.1856896

Whitnall Schools           01 0000 1419       7.2005082

No Sewer                   0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 885-9999-002	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
<input type="checkbox"/> Personal property			
Property owner name Shivay Venture, LLC	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$129,900	\$0	\$129,900	Res	\$110,400	\$0	\$110,400	-\$19,500
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

SHIVAY VENTURE, LLC  
 6625 S 46TH ST  
 FRANKLIN WI 53132-8135

Property Address  
 S 76TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 366155**  
 Correspondence should refer to parcel number  
**PARCEL#: 8859999002**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
129,900		129,900	0.9965	130,400		130,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax		
MILWAUKEE COUNTY	4,350,816	4,354,589	84.62	409.50	2,107.98		
CITY OF FRANKLIN	3,420,529	3,538,487	101.66	497.87	First Dollar Credit		
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	164.96	935.00	Lottery Credit		
MMSD			33.17	161.25	Net Property Tax		
MATC	4,518,534	4,549,722	21.61	104.36	2,107.98		
<b>Total</b>	45,488,865	47,786,712	406.02	2,107.98	<b>TOTAL DUE FOR FULL PAYMENT</b>		
	First Dollar Credit		406.02	2,107.98	PAY BY <b>January 31, 2025</b>		
School taxes reduced by school levy tax credit	\$ 205.57	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)	▶ \$ 2,107.98		
		ACRES: 1.030		0.016227602	<b>Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.</b>		
		CERTIFIED SURVEY MAP NO 4200 SE 21 5 21 OUTLOT 1			<b>Failure to pay on time. See reverse.</b>		

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	57.01	2025
FRANKLIN SCHOOL DIST	5,496,300.00	144.06	2025

RETAIN THIS  
 PORTION AS  
 YOUR COPY  
  
**SEE REVERSE  
 SIDE FOR  
 IMPORTANT  
 INFORMATION**

Installments may be paid as follows:  
 1054.00 DUE BY 01/31/2025  
 526.99 DUE BY 03/31/2025  
 526.99 DUE BY 05/31/2025

PA-685/3 (R. 8-15)

**PAY FULL AMOUNT OF:**  
 \$2,107.98

**AND PAY 2ND INSTALLMENT OF:**  
 \$526.99

**AND PAY 3RD INSTALLMENT OF:**  
 \$526.99

**OR PAY 1ST INSTALLMENT OF:**  
 \$1,054.00  
 By January 31, 2025

By March 31, 2025

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 366155

Parcel #  
 8859999002

Alt. Parcel #

SHIVAY VENTURE, LLC

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 366155

Parcel #  
 8859999002

Alt. Parcel #

SHIVAY VENTURE, LLC

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 366155

Parcel #  
 8859999002

Alt. Parcel #

SHIVAY VENTURE, LLC

Include This Stub With Your Payment



Name	Shivay Venture, LLC		
Parcel ID	885-9999-002		
Assessed Value -	Original	\$129,900	
Assessed Value -	Revised	\$110,400	
Payments Due	-19,500		
Lottery Credit/First Dollar		0.00	0.00
1/31		1,053.99	895.77
3/31		527.00	447.88
5/31		527.00	447.88
		<u>2,107.98</u>	<u>1,791.53</u>
			<u>316.45</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	409.50	348.03	61.47	56.01
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	497.87	423.13	74.74	68.09
MATC (VTAE)	01 0000 1412	0.8033489	104.36	88.69	15.67	14.28
1 Franklin Schools	01 0000 1411	8.7803398	1,140.57	969.35	171.22	156.01
State School Levy credit		-1.5825460	-205.57	-174.71	-30.86	
MMSD	01 0000 1413	1.2413147	161.25	137.04	24.21	22.06
		<u>16.2276018</u>	<u>2,107.98</u>	<u>1,791.53</u>	<u>316.45</u>	<u>316.45</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools           01 0000 1411       8.7803398

Oak Creek/Franklin Schools 01 0000 1418       7.1856896

Whitnall Schools           01 0000 1419       7.2005082

No Sewer                   0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 885-9999-009	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Shivay Venture, LLC	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$229,800	\$0	\$229,800	Res	\$209,400	\$0	\$209,400	-\$20,400
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**2024 Request for Chargeback  
of Rescinded or Refunded Taxes**

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

SHIVAY VENTURE, LLC  
 6625 S 46TH ST  
 FRANKLIN WI 53132-8135

Property Address  
 S 76TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 366158**  
 Correspondence should refer to parcel number  
**PARCEL#: 8859999009**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.																																																									
229,800		229,800	0.9965	300,800		300,800	<input type="checkbox"/> A star in this box means unpaid prior year taxes																																																								
		<table border="1"> <thead> <tr> <th>2023</th> <th>2024</th> </tr> <tr> <th>Est. State Aids</th> <th>Est. State Aids</th> </tr> <tr> <th>Allocated Tax Dist.</th> <th>Allocated Tax Dist.</th> </tr> </thead> <tbody> <tr> <td>MILWAUKEE COUNTY</td> <td></td> </tr> <tr> <td>CITY OF FRANKLIN</td> <td></td> </tr> <tr> <td>FRANKLIN SCHOOL DIST</td> <td></td> </tr> <tr> <td>MMSD</td> <td></td> </tr> <tr> <td>MATC</td> <td></td> </tr> <tr> <td><b>Total</b></td> <td></td> </tr> </tbody> </table>		2023	2024	Est. State Aids	Est. State Aids	Allocated Tax Dist.	Allocated Tax Dist.	MILWAUKEE COUNTY		CITY OF FRANKLIN		FRANKLIN SCHOOL DIST		MMSD		MATC		<b>Total</b>		<table border="1"> <thead> <tr> <th>2023</th> <th>2024</th> </tr> <tr> <th>Net Tax</th> <th>Net Tax</th> </tr> </thead> <tbody> <tr> <td>63.04</td> <td>724.42</td> </tr> <tr> <td>75.74</td> <td>880.76</td> </tr> <tr> <td>122.90</td> <td>1,654.05</td> </tr> <tr> <td>24.72</td> <td>285.25</td> </tr> <tr> <td>16.10</td> <td>184.61</td> </tr> <tr> <td><b>Total</b></td> <td><b>302.50</b></td> </tr> </tbody> </table>		2023	2024	Net Tax	Net Tax	63.04	724.42	75.74	880.76	122.90	1,654.05	24.72	285.25	16.10	184.61	<b>Total</b>	<b>302.50</b>	<table border="1"> <thead> <tr> <th>% Tax Change</th> </tr> </thead> <tbody> <tr> <td>724.42</td> </tr> <tr> <td>880.76</td> </tr> <tr> <td>1,654.05</td> </tr> <tr> <td>285.25</td> </tr> <tr> <td>184.61</td> </tr> <tr> <td><b>Total</b></td> </tr> </tbody> </table>		% Tax Change	724.42	880.76	1,654.05	285.25	184.61	<b>Total</b>	<table border="1"> <tbody> <tr> <td>Gross Property Tax</td> <td>3,729.09</td> </tr> <tr> <td>First Dollar Credit</td> <td></td> </tr> <tr> <td>Lottery Credit</td> <td></td> </tr> <tr> <td>Net Property Tax</td> <td>3,729.09</td> </tr> <tr> <td><b>TOTAL DUE FOR FULL PAYMENT</b></td> <td></td> </tr> <tr> <td>PAY BY</td> <td>January 31, 2025</td> </tr> <tr> <td><b>\$</b></td> <td><b>3,729.09</b></td> </tr> </tbody> </table>	Gross Property Tax	3,729.09	First Dollar Credit		Lottery Credit		Net Property Tax	3,729.09	<b>TOTAL DUE FOR FULL PAYMENT</b>		PAY BY	January 31, 2025	<b>\$</b>	<b>3,729.09</b>
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<b>\$</b>	<b>3,729.09</b>																																																														
School taxes reduced by school levy tax credit		\$ 363.67	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description. ACRES: 37.130 CSM NO 5887 SE 21 5 21 LOT 3		Net Assessed Value Rate (Does NOT reflect credits) 0.016227602		<b>Warning:</b> If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. <b>Failure to pay on time. See reverse.</b> Installments may be paid as follows: 1864.55 DUE BY 01/31/2025 932.27 DUE BY 03/31/2025 932.27 DUE BY 05/31/2025																																																								

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	100.87	2025
FRANKLIN SCHOOL DIST	5,496,300.00	254.85	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$3,729.09  
**OR PAY 1ST INSTALLMENT OF:**  
 \$1,864.55  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$932.27  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$932.27  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366158  
 Parcel #  
 8859999009  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366158  
 Parcel #  
 8859999009  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
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 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366158  
 Parcel #  
 8859999009  
 Alt. Parcel #

SHIVAY VENTURE, LLC  
 Include This Stub With Your Payment

SHIVAY VENTURE, LLC  
 Include This Stub With Your Payment

SHIVAY VENTURE, LLC  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Shivay Venture, LLC		
Parcel ID	885-9999-009		
Assessed Value -	Original	\$229,800	
Assessed Value -	Revised	\$209,400	
Payments Due	-20,400		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	1,864.55	1,699.03	165.52
3/31	932.27	849.51	82.76
5/31	932.27	849.51	82.76
	<u>3,729.09</u>	<u>3,398.05</u>	<u>331.04</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	724.42	660.11	58.60
Sales Tax Credit		0.0000000	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	880.76	802.58	71.23
MATC (VTAE)	01 0000 1412	0.8033489	184.61	168.22	14.93
1 Franklin Schools	01 0000 1411	8.7803398	2,017.72	1,838.60	163.21
State School Levy credit		-1.5825460	-363.67	-331.39	
MMSD	01 0000 1413	1.2413147	285.25	259.93	23.07
		<u>16.2276018</u>	<u>3,729.09</u>	<u>3,398.05</u>	<u>331.04</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 748-9964-001	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Sharon Balistreri	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$132,000	\$156,200	\$288,200	Res	\$112,200	\$156,200	\$268,400	-\$19,800
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation  Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

### Preparer

Name	Title
Email	Phone

### Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

### Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

### Attachments

You must attach the documents listed below.

1. Property Tax Bill



CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

SHARON BALISTRERI  
 DENIS BALISTRERI  
 6708 S NORTH CAPE RD  
 FRANKLIN WI 53132-1404

Property Address  
 6708 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356563**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489964001**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
132,000	156,200	288,200	0.9965	132,500	156,700	289,200	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		<b>2023</b>		<b>2024</b>			
		Est. State Aids	Est. State Aids	2023	2024	% Tax	
		Allocated Tax Dist.	Allocated Tax Dist.	Net Tax	Net Tax	Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	795.59	908.52	14.2%	<b>Gross Property Tax</b> 4,221.50
CITY OF FRANKLIN		3,420,529	3,538,487	955.85	1,104.60	15.6%	<b>First Dollar Credit</b> -65.36
WHITNALL SCHOOL DIST		2,263,400	2,382,559	1,380.82	1,619.10	17.3%	<b>Lottery Credit</b> -210.44
MMSD				311.92	357.75	14.7%	<b>Net Property Tax</b> 3,945.70
MATC		4,518,534	4,549,722	203.23	231.53	13.9%	2025 GARBAGE & RECYCL 159.60
<b>Total</b>		14,553,279	14,825,357	3,647.41	4,221.50	15.7%	
		<b>First Dollar Credit</b>		64.37	65.36	1.5%	
		<b>Lottery &amp; Gaming Credit</b>		239.61	210.44	-12.2%	
		<b>Net Property Tax</b>		3,343.43	3,945.70	18.0%	
School taxes reduced by school levy tax credit	\$ 456.09	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)			
		ACRES: 0.530		0.014647770			

**TOTAL DUE FOR FULL PAYMENT**  
**PAY BY January 31, 2025**  
**\$ 4,105.30**  
**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable penalty.  
**Failure to pay on time. See reverse.**  
 Installments may be paid as follows:

2027 24 DUE BY 01/31/2025  
 1039 03 DUE BY 03/31/2025  
 1039 03 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
WHITNALL SCHOOL DIST	830,143.16	643.90	2044

**RETAIN THIS PORTION AS YOUR COPY**  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$4,105.30  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,027.24  
**By January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,039.03  
**By March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,039.03  
**By May 31, 2025**

**Amount Enclosed: \$** \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356563  
**Parcel #**  
 7489964001  
**Alt. Parcel #**

**Amount Enclosed: \$** \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356563  
**Parcel #**  
 7489964001  
**Alt. Parcel #**

**Amount Enclosed: \$** \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356563  
**Parcel #**  
 7489964001  
**Alt. Parcel #**

BALISTRERI, SHARON  
 Include This Stub With Your Payment

BALISTRERI, SHARON  
 Include This Stub With Your Payment

BALISTRERI, SHARON  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Sharon Balistren		
Parcel ID	748-9964-001		
Assessed Value -	Original	\$288,200	
Assessed Value -	Revised	\$268,400	
Payments Due	-19,800		
Lottery Credit/First Dollar	0.00	0 00	0.00
1/31	2,110.75	1,965.74	145.02
3/31	1,055.38	982.87	72.51
5/31	1,055.38	982.87	72.51
	<u>4,221.50</u>	<u>3,931.47</u>	<u>290.03</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	908.52	846.11	62.41	56.33
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,104.60	1,028.71	75.89	68.49
MATC (VTAE)	01 0000 1412	0.8033489	231.53	215.62	15.91	14.36
3 Whitnall Schools	01 0000 1419	7.2005082	2,075.19	1,932.62	142.57	128.67
State School Levy credit		-1.5825460	-456.09	-424.76	-31.33	
MMSD	01 0000 1413	1.2413147	357.75	333.17	24.58	22.18
		<u>14.6477702</u>	<u>4,221.50</u>	<u>3,931.47</u>	<u>290.03</u>	<u>290.03</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 748-9965-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Burge, Christopher D & Melissa M Revoc Lvg Trst (Trust)	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment			Assessment After Adjustment			(col. g) Total Assessment Difference (cols. c - f)		
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land		(col. e) Improvement	(col. f) Total Value (cols. d + e)
Res	\$133,300	\$223,400	\$356,700	Res	\$113,300	\$223,400	\$336,700	-\$20,000
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference
--	-------------------	-------------------	------------------	------------

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

BURGE, CHRISTOPHER D & MELISSA M REVOC LVG TRST  
 6720 S NORTH CAPE RD  
 FRANKLIN WI 53132-1404

Property Address  
 6720 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356565**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489965000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt	
133,300	223,400	356,700	0.9965	133,800	224,200	358,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes
2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax		
MILWAUKEE COUNTY	4,350,816	4,354,589	966.51	1,124.46	16.3%	5,224.86	
CITY OF FRANKLIN	3,420,529	3,538,487	1,161.20	1,367.14	17.7%	-65.36	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,677.46	2,003.93	19.5%	-210.44	
MMSD		378.93	378.93	442.78	16.9%	4,949.06	
MATC	4,518,534	4,549,722	246.88	286.55	16.1%	0.00	
<b>Total</b>	<b>14,553,279</b>	<b>14,825,357</b>	<b>4,430.98</b>	<b>5,224.86</b>	<b>17.9%</b>	<b>2025 GARBAGE &amp; RECYCLING</b>	<b>159.60</b>
	<b>First Dollar Credit</b>	<b>64.37</b>	<b>64.37</b>	<b>1.5%</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>		
	<b>Lottery &amp; Gaming Credit</b>	<b>239.61</b>	<b>239.61</b>	<b>-12.2%</b>	<b>PAY BY January 31, 2025</b>		
	<b>Net Property Tax</b>	<b>4,127.00</b>	<b>4,127.00</b>	<b>19.9%</b>	<b>► \$ 5,108.66</b>		
School taxes reduced by school levy tax credit	\$ 564.49	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.		
		ACRES: 0.560		0.014647770	Installments may be paid as follows:		

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
WHITNALL SCHOOL DIST	830,143.16	796.94	2044

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

2528.92 DUE BY 01/31/2025  
 1289.87 DUE BY 03/31/2025  
 1289.87 DUE BY 05/31/2025

**PAY FULL AMOUNT OF:**  
 \$5,108.66  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,528.92  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,289.87  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,289.87  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356565  
 Parcel #  
 7489965000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356565  
 Parcel #  
 7489965000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356565  
 Parcel #  
 7489965000  
 Alt. Parcel #

BURGE, CHRISTOPHER D & MELISSA M REVOC  
 Include This Stub With Your Payment

BURGE, CHRISTOPHER D & MELISSA M REVOC LVG T  
 Include This Stub With Your Payment

BURGE, CHRISTOPHER D & MELISSA M REVOC  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Christopher & Melissa Burge Revocable Living Trust		
Parcel ID	748-9965-000		
Assessed Value -	Original	\$356,700	
Assessed Value -	Revised	\$336,700	
Payments Due	-20,000		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,612.43	2,465.95	146.48
3/31	1,306.22	1,232.98	73.24
5/31	1,306.22	1,232.98	73.24
	<u>5,224.86</u>	<u>4,931.90</u>	<u>292.96</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3 1524053	1,124.46	1,061.41	63.05	56.90
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,367.14	1,290.48	76.66	69.19
MATC (VTAE)	01 0000 1412	0.8033489	286.55	270 49	16.06	14.49
3 Whitnall Schools	01 0000 1419	7.2005082	2,568.42	2,424.41	144.01	129.97
State School Levy credit		-1.5825460	-564.49	-532.84	-31.65	
MMSD	01 0000 1413	1.2413147	442.78	417.95	24.83	22.41
		<u>14.6477702</u>	<u>5,224.86</u>	<u>4,931.90</u>	<u>292.96</u>	<u>292.96</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0 0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 748-9966-001	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Keith J. Wojciechowski	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$136,800	\$276,100	\$412,900	Res	\$116,300	\$276,100	\$392,400	-\$20,500
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

KEITH J WOJCIECHOWSKI  
 6740 S NORTH CAPE RD  
 FRANKLIN WI 53132-1404

Property Address  
 6740 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356566**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489966001**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
136,800	276,100	412,900	0.9965	137,300	277,100	414,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	
MILWAUKEE COUNTY	4,350,816	4,354,589	1,088.21	1,301.63	19.6%	6,048.07	
CITY OF FRANKLIN	3,420,529	3,538,487	1,307.41	1,582.54	21.0%	-65.36	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,888.67	2,319.66	22.8%	-210.44	
MMSD			426.65	512.54	20.1%	5,772.27	
MATC	4,518,534	4,549,722	277.97	331.70	19.3%	159.60	
<b>Total</b>	<b>14,553,279</b>	<b>14,825,357</b>	<b>4,988.91</b>	<b>6,048.07</b>	<b>21.2%</b>		
			64.37	65.36	1.5%		
			239.61	210.44	-12.2%		
			<b>4,684.93</b>	<b>5,772.27</b>	<b>23.2%</b>		
School taxes reduced by school levy tax credit	\$ 653.43	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 0.640	0.014647770		<b>PAY BY January 31, 2025</b>	
			CERTIFIED SURVEY MAP NO 3341 SE 6 5			<b>\$ 5,931.87</b>	
			21 PARCEL 1			<b>Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.</b>	
						<b>Failure to pay on time. See reverse.</b>	
						Installments may be paid as follows:	
						2940.53 DUE BY 01/31/2025	
						1495.67 DUE BY 03/31/2025	
						1495.67 DUE BY 05/31/2025	

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
WHITNALL SCHOOL DIST	830,143.16	922.51	2044

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**PAY FULL AMOUNT OF:**  
 \$5,931.87  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,940.53  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,495.67  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,495.67  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356566  
 Parcel #  
 7489966001  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356566  
 Parcel #  
 7489966001  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356566  
 Parcel #  
 7489966001  
 Alt. Parcel #

WOJCIECHOWSKI, KEITH J  
 Include This Stub With Your Payment

WOJCIECHOWSKI, KEITH J  
 Include This Stub With Your Payment

WOJCIECHOWSKI, KEITH J  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Keith J Wojciechowski		
Parcel ID	748-9966-001		
Assessed Value -	Original	\$412,900	
Assessed Value -	Revised	\$392,400	
Payments Due	-20,500		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	3,024.04	2,873.89	150.15
3/31	1,512.02	1,436.95	75.07
5/31	1,512.02	1,436.95	75.07
	<u>6,048.07</u>	<u>5,747.78</u>	<u>300.29</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
	GL A/R Acct				
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,301.63	1,237.00	64.63
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,582.54	1,503.97	78.57
MATC (VTAE)	01 0000 1412	0.8033489	331.70	315.23	16.47
3 Whitnall Schools	01 0000 1419	7.2005082	2,973.09	2,825.48	147.61
State School Levy credit		-1.5825460	-653.43	-620.99	-32.44
MMSD	01 0000 1413	1.2413147	512.54	487.09	25.45
		<u>14.6477702</u>	<u>6,048.07</u>	<u>5,747.78</u>	<u>300.29</u>
					<u>300.29</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 748-9970-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Keller Thomas A (L/E)	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$155,100	\$170,100	\$325,200	Res	\$131,800	\$170,100	\$301,900	
Total								-\$23,300

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

KELLER THOMAS A (L/E)  
 6800 S NORTH CAPE RD  
 FRANKLIN WI 53132-1406

Property Address  
 6800 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356573**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489970000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
155,100	170,100	325,200	0.9965	155,600	170,700	326,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 4,763.47	
MILWAUKEE COUNTY	4,350,816	4,354,589	965.84	1,025.16	6.1%	First Dollar Credit -65.36	
CITY OF FRANKLIN	3,420,529	3,538,487	1,160.39	1,246.41	7.4%	Lottery Credit -210.44	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,676.29	1,826.97	9.0%	Net Property Tax 4,487.67	
MMSD			378.67	403.68	6.6%	2025 GARBAGE & RECYCI 159.60	
MATC	4,518,534	4,549,722	246.71	261.25	5.9%		
<b>Total</b>	14,553,279	14,825,357	4,427.90	4,763.47	7.6%		
			64.37	65.36	1.5%		
			239.61	210.44	-12.2%		
			4,123.92	4,487.67	8.8%		
School taxes reduced by school levy tax credit	\$ 514.64	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 1.992	0.014647770		PAY BY <b>January 31, 2025</b>	
			COM CEN S NORTH CAPE RD 766.13 FT SWLY OF ITS			▶ \$ 4,647.27	

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.

Installments may be paid as follows:  
 2298.23 DUE BY 01/31/2025  
 1174.52 DUE BY 03/31/2025  
 1174.52 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
WHITNALL SCHOOL DIST	830,143.16	726.57	2044

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

PA-685/3 (R. 8-15)

**PAY FULL AMOUNT OF:**  
 \$4,647.27

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,174.52

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,174.52

**OR PAY 1ST INSTALLMENT OF:**  
 \$2,298.23  
 By January 31, 2025

By March 31, 2025

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356573  
 Parcel # 7489970000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356573  
 Parcel # 7489970000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356573  
 Parcel # 7489970000  
 Alt. Parcel #

KELLER THOMAS A (L/E)  
 Include This Stub With Your Payment

KELLER THOMAS A (L/E)  
 Include This Stub With Your Payment

KELLER THOMAS A (L/E)  
 Include This Stub With Your Payment

Name	Thomas A Keller (L/E)		
Parcel ID	748-9970-000		
Assessed Value -	Original	\$325,200	
Assessed Value -	Revised	\$301,900	
Payments Due	-23,300		
Lottery Credit/First Dollar		0.00	0.00
1/31		2,381.74	2,211.08
3/31		1,190.87	1,105.54
5/31		1,190.87	1,105.54
		<u>4,763.47</u>	<u>4,422.15</u>
			<u>341.32</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,025.16	951.71	73.45	66.29
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,246.41	1,157.10	89.31	80.61
MATC (VTAE)	01 0000 1412	0.8033489	261.25	242.53	18.72	16.89
3 Whitnall Schools	01 0000 1419	7.2005082	2,341.61	2,173.83	167.78	151.42
State School Levy credit		-1.5825460	-514.64	-477.77	-36.87	
MMSD	01 0000 1413	1.2413147	403.68	374.75	28.93	26.11
		<u>14.6477702</u>	<u>4,763.47</u>	<u>4,422.15</u>	<u>341.32</u>	<u>341.32</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 748-9975-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
<input type="checkbox"/> Personal property			
Property owner name Kim M. Cieszynski	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$123,500	\$340,200	\$463,700	Res	\$105,000	\$340,200	\$445,200	-\$18,500
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

KIM M CIESZYNSKI  
 DAVID A CIESZYNSKI  
 11411 W WOODS RD  
 FRANKLIN WI 53132-1350

Property Address  
 11411 W WOODS RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356581**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489975000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
123,500	340,200	463,700	0.9965	123,900	341,400	465,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
<b>Taxing Jurisdiction</b>	<b>2023 Est. State Aids Allocated Tax Dist.</b>	<b>2024 Est. State Aids Allocated Tax Dist.</b>	<b>2023 Net Tax</b>	<b>2024 Net Tax</b>	<b>% Tax Change</b>	<b>Gross Property Tax</b>	
MILWAUKEE COUNTY	4,350,816	4,354,589	1,135.07	1,461.77	28.8%	6,792.17	
CITY OF FRANKLIN	3,420,529	3,538,487	1,363.71	1,777.24	30.3%	-65.36	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,970.00	2,605.05	32.2%	-210.44	
MMSD			445.02	575.60	29.3%		
MATC	4,518,534	4,549,722	289.94	372.51	28.5%		
<b>Total</b>	<b>14,553,279</b>	<b>14,825,357</b>	<b>5,203.74</b>	<b>6,792.17</b>	<b>30.5%</b>	<b>6,516.37</b>	
	<b>First Dollar Credit</b>		<b>64.37</b>	<b>65.36</b>	<b>1.5%</b>		
	<b>Lottery &amp; Gaming Credit</b>		<b>239.61</b>	<b>210.44</b>	<b>-12.2%</b>		
	<b>Net Property Tax</b>		<b>4,899.76</b>	<b>6,516.37</b>	<b>33.0%</b>		
School taxes reduced by school levy tax credit	\$ 733.83	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		<b>Net Assessed Value Rate (Does NOT reflect credits)</b>		<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 0.459	0.014647770		<b>PAY BY January 31, 2025</b>	
						<b>\$ 6,675.97</b>	

**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 3312.57 DUE BY 01/31/2025  
 1681.70 DUE BY 03/31/2025  
 1681.70 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases  
**Taxing Jurisdiction**  
 WHITNALL SCHOOL DIST

**Total Additional Taxes Applied to Property** 830,143.16  
**Total Additional Taxes Applied to Property** 1,036.01  
**Year Increase Ends** 2044

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$6,675.97  
**OR PAY 1ST INSTALLMENT OF:**  
 \$3,312.57  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,681.70  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,681.70  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356581  
**Parcel #**  
 7489975000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356581  
**Parcel #**  
 7489975000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356581  
**Parcel #**  
 7489975000  
**Alt. Parcel #**

CIESZYNSKI, KIM M  
 Include This Stub With Your Payment

CIESZYNSKI, KIM M  
 Include This Stub With Your Payment

CIESZYNSKI, KIM M  
 Include This Stub With Your Payment

PA-665/3 (R. 8-15)

Name	Kim M. Cieszynski		
Parcel ID	748-9975-000		
Assessed Value -	Original	\$463,700	
Assessed Value -	Revised	\$445,200	
Payments Due	-18,500		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	3,396.09	3,260.60	135.49
3/31	1,698.04	1,630.30	67.75
5/31	1,698.04	1,630.30	67.75
	<u>6,792.17</u>	<u>6,521.19</u>	<u>270.98</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
	GL A/R Acct				
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,461.77	1,403.45	58.32
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,777.24	1,706.34	70.90
MATC (VTAE)	01 0000 1412	0.8033489	372.51	357.65	14.86
3 Whitnall Schools	01 0000 1419	7.2005082	3,338.88	3,205.67	133.21
State School Levy credit		-1.5825460	-733.83	-704.55	-29.28
MMSD	01 0000 1413	1.2413147	575.60	552.63	22.97
		<u>14.6477702</u>	<u>6,792.17</u>	<u>6,521.19</u>	<u>270.98</u>
					<u>270.98</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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Property Information				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 748-9981-005	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Cheryl L. Wiske	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$104,000	\$214,200	\$318,200	Res	\$88,400	\$214,200	\$302,600	-\$15,600
Total								

Personal Property				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

CHERYL L WISKE  
 DANIEL J WISKE  
 6737 S NORTH CAPE RD  
 FRANKLIN WI 53132-1403

Property Address  
 6737 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356589**  
 Correspondence should refer to parcel number  
**PARCEL#: 7489981005**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
104,000	214,200	318,200	0.9965	104,400	215,000	319,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	
MILWAUKEE COUNTY	4,350,816	4,354,589	1,125.97	1,003.10	-10.9%	4,660.93	
CITY OF FRANKLIN	3,420,529	3,538,487	1,352.78	1,219.58	-9.8%	-65.36	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,954.20	1,787.63	-8.5%	-210.44	
MMSD			441.45	394.99	-10.5%		
MATC	4,518,534	4,549,722	287.62	255.63	-11.1%		
<b>Total</b>	<b>14,553,279</b>	<b>14,825,357</b>	<b>5,162.02</b>	<b>4,660.93</b>	<b>-9.7%</b>	<b>4,385.13</b>	
	First Dollar Credit		64.37	65.36	1.5%		
	Lottery & Gaming Credit		239.61	210.44	-12.2%		
	Net Property Tax		4,858.04	4,385.13	-9.7%		
School taxes reduced by school levy tax credit	\$ 503.57	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)			
			ACRES: 0.347	0.014647770			

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**  
**\$ 4,544.73**  
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 2246.95 DUE BY 01/31/2025  
 1148.89 DUE BY 03/31/2025  
 1148.89 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases  
 Taxing Jurisdiction  
 WHITNALL SCHOOL DIST

Total Additional Taxes 830,143.16  
 Total Additional Taxes Applied to Property 710.93  
 Year Increase Ends 2044

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PAY FULL AMOUNT OF:  
 \$4,544.73  
 OR PAY 1ST INSTALLMENT OF:  
 \$2,246.95  
 By January 31, 2025

AND PAY 2ND INSTALLMENT OF:  
 \$1,148.89  
 By March 31, 2025

AND PAY 3RD INSTALLMENT OF:  
 \$1,148.89  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356589  
 Parcel # 7489981005  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356589  
 Parcel # 7489981005  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 356589  
 Parcel # 7489981005  
 Alt. Parcel #

WISKE, CHERYL L  
 Include This Stub With Your Payment

WISKE, CHERYL L  
 Include This Stub With Your Payment

WISKE, CHERYL L  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)



Name	Cheryl L. Wiske		
Parcel ID	748-9981-005		
Assessed Value -	Original	\$318,200	
Assessed Value -	Revised	\$302,600	
Payments Due	-15,600		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,330.47	2,216.21	114.26
3/31	1,165.23	1,108.10	57.13
5/31	1,165.23	1,108.10	57.13
	<u>4,660.93</u>	<u>4,432.41</u>	<u>228.52</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,003.10	953.92	49.18	44.38
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,219.58	1,159.79	59.79	53.96
MATC (VTAE)	01 0000 1412	0.8033489	255.63	243.09	12.54	11.32
3 Whitnall Schools	01 0000 1419	7.2005082	2,291.20	2,178.87	112.33	101.38
State School Levy credit		-1.5825460	-503.57	-478.88	-24.69	
MMSD	01 0000 1413	1.2413147	394.99	375.62	19.37	17.48
		<u>14.6477702</u>	<u>4,660.93</u>	<u>4,432.41</u>	<u>228.52</u>	<u>228.52</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 748-9983-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Pamela K. Lindeke	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$157,500	\$261,900	\$419,400	Res	\$133,900	\$261,900	\$395,800	-\$23,600
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct city water to well water	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

PAMELA K LINDEKE  
 6811 S NORTH CAPE RD  
 FRANKLIN WI 53132-1405

Property Address  
 6811 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

BILL NO. 356590  
 Correspondence should refer to parcel number  
 PARCEL#: 7489983000

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes	
157,500	261,900	419,400	0.9965	158,100	262,800	420,900		
<b>Taxing Jurisdiction</b>	<b>2023 Est. State Aids Allocated Tax Dist.</b>	<b>2024 Est. State Aids Allocated Tax Dist.</b>	<b>2023 Net Tax</b>	<b>2024 Net Tax</b>	<b>% Tax Change</b>	<b>Gross Property Tax</b> 6,143.27		
MILWAUKEE COUNTY	4,350,816	4,354,589	1,038.32	1,322.12	27.3%	<b>First Dollar Credit</b> -65.36		
CITY OF FRANKLIN	3,420,529	3,538,487	1,247.47	1,607.45	28.9%	<b>Lottery Credit</b> -210.44		
WHITNALL SCHOOL DIST	2,263,400	2,382,559	1,802.08	2,356.17	30.7%	<b>Net Property Tax</b> 5,867.47		
MMSD			407.09	520.61	27.9%	<b>2025 GARBAGE &amp; RECYCI</b> 159.60		
MATC	4,518,534	4,549,722	265.23	336.92	27.0%			
<b>Total</b>	<b>14,553,279</b>	<b>14,825,357</b>	<b>4,760.19</b>	<b>6,143.27</b>	<b>29.1%</b>			
	<b>First Dollar Credit</b>		<b>64.37</b>	<b>65.36</b>	<b>1.5%</b>			
	<b>Lottery &amp; Gaming Credit</b>		<b>239.61</b>	<b>210.44</b>	<b>-12.2%</b>			
	<b>Net Property Tax</b>		<b>4,456.21</b>	<b>5,867.47</b>	<b>31.7%</b>			
School taxes reduced by school levy tax credit	\$ 663.72	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		<b>Net Assessed Value Rate (Does NOT reflect credits)</b>		<b>TOTAL DUE FOR FULL PAYMENT</b>		
			ACRES: 1.465	0.014647770		<b>PAYBY January 31, 2025</b>		
						<b>\$ 6,027.07</b>		

COM IN W LI 680 FT S OF NW COR OF  
 SE 6 5 21 TH SELY

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases  
 Taxing Jurisdiction  
 WHITNALL SCHOOL DIST

**Total Additional Taxes** 830,143.16  
**Total Additional Taxes Applied to Property** 937.03  
**Year Increase Ends** 2044

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**Warning** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty  
 Failure to pay on time. See reverse.  
 Installments may be paid as follows  
 2988.13 DUE BY 01/31/2025  
 1519.47 DUE BY 03/31/2025  
 1519.47 DUE BY 05/31/2025

**PAY FULL AMOUNT OF:**  
 \$6,027.07  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,988.13  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,519.47  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,519.47  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356590  
 Parcel #  
 7489983000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356590  
 Parcel #  
 7489983000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 356590  
 Parcel #  
 7489983000  
 Alt. Parcel #

LINDEKE, PAMELA K  
 Include This Stub With Your Payment

LINDEKE, PAMELA K  
 Include This Stub With Your Payment

LINDEKE, PAMELA K  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Pamela K. Lindeke		
Parcel ID	748-9983-000 equated		
Assessed Value -	Original	\$419,400	
Assessed Value -	Revised	\$395,800	
Payments Due	-23,600		
Lottery Credit/First Dollar		0.00	0.00
1/31		3,071.64	2,898.80
3/31		1,535.82	1,449.40
5/31		1,535.82	1,449.40
		<u>6,143.27</u>	<u>5,797.59</u>
			345.68

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,322.12	1,247.72	74.40	67.15
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,607.45	1,517.00	90.45	81.63
MATC (VTAE)	01 0000 1412	0.8033489	336.92	317.97	18.95	17.10
3 Whitnall Schools	01 0000 1419	7.2005082	3,019.89	2,849.96	169.93	153.36
State School Levy credit		-1.5825460	-663.72	-626.37	-37.35	
MMSD	01 0000 1413	1.2413147	520.61	491.31	29.30	26.44
		<u>14.6477702</u>	<u>6,143.27</u>	<u>5,797.59</u>	<u>345.68</u>	<u>345.68</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 791-9989-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Jill S. Schweitzer	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$162,000	\$329,600	\$491,600	Res	\$137,700	\$329,600	\$467,300	
Total								-\$24,300

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

JILL S SCHWEITZER  
 SCOTT C SCHWEITZER  
 7220 W DREXEL AVE  
 FRANKLIN WI 53132-8456

Property Address  
 7220 W DREXEL AVE

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 358789**  
 Correspondence should refer to parcel number  
**PARCEL# 7919989000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
162,000	329,600	491,600	0.9965	162,600	330,800	493,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		2023		2024			
Taxing Jurisdiction		Est. State Aids	Est. State Aids	2023	2024	% Tax	
		Allocated Tax Dist.	Allocated Tax Dist.	Net Tax	Net Tax	Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	1,365.32	1,549.72	13.5%	Gross Property Tax 7,977.49
CITY OF FRANKLIN		3,420,529	3,538,487	1,640.34	1,884.17	14.9%	First Dollar Credit -79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	2,661.67	3,538.44	32.9%	Lottery Credit -255.16
MMSD				535.29	610.23	14.0%	Net Property Tax 7,643.08
MATC		4,518,534	4,549,722	348.76	394.93	13.2%	2025 GARBAGE & RECYCL 159.60
<b>Total</b>		45,488,865	47,786,712	6,551.38	7,977.49	21.8%	
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit		265.93	255.16	-4.0%	
		Net Property Tax		6,214.01	7,643.08	23.0%	
School taxes reduced by school levy tax credit	\$ 777.98	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description		Net Assessed Value Rate (Does NOT reflect credits)			
		ACRES: 1.880		0.016227602			
		THE W 132 FT OF THE E 1523.4 FT OF TH S 660 79 FT OF SW		RETAIN THIS PORTION AS YOUR COPY			
		FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases		SEE REVERSE SIDE FOR IMPORTANT INFORMATION			
		Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends			
		FRANKLIN SCHOOL DIST 2,175,425.00	215.78	2025			
		FRANKLIN SCHOOL DIST 5,496,300.00	545.19	2025			

**TOTAL DUE FOR FULL PAYMENT**  
**PAY BY January 31, 2025**  
**\$ 7,802.68**  
**Warning:** If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows  
 3853.56 DUE BY 01/31/2025  
 1974.56 DUE BY 03/31/2025  
 1974.56 DUE BY 05/31/2025

PA-685/3 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	215.78	2025
FRANKLIN SCHOOL DIST	5,496,300.00	545.19	2025

**PAY FULL AMOUNT OF.**  
 \$7,802.68  
**OR PAY 1ST INSTALLMENT OF:**  
 \$3,853.56  
**By January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,974.56  
**By March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,974.56  
**By May 31, 2025**

Amount Enclosed. \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 358789  
**Parcel #**  
 7919989000  
**Alt. Parcel #**

Amount Enclosed. \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 358789  
**Parcel #**  
 7919989000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 358789  
**Parcel #**  
 7919989000  
**Alt. Parcel #**

SCHWEITZER, JILL S  
 Include This Stub With Your Payment

SCHWEITZER, JILL S  
 Include This Stub With Your Payment

SCHWEITZER, JILL S  
 Include This Stub With Your Payment

Name	Jill S Schweitzer		
Parcel ID	791-9989-000 equated		
Assessed Value -	Original	\$491,600	
Assessed Value -	Revised	\$467,300	
Payments Due	-24,300		
Lottery Credit/First Dollar		0.00	0.00
1/31		3,988.75	3,791.58
3/31		1,994.37	1,895.79
5/31		1,994.37	1,895.79
		<u>7,977.49</u>	<u>7,583.16</u>
			394.33

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
	GL A/R Acct				
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,549.72	1,473.12	76.60
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,884.17	1,791.04	93.13
MATC (VTAE)	01 0000 1412	0.8033489	394.93	375.40	19.53
1 Franklin Schools	01 0000 1411	8.7803398	4,316.42	4,103.05	213.37
State School Levy credit		-1.5825460	-777.98	-739.52	-38.46
MMSD	01 0000 1413	1.2413147	610.23	580.07	30.16
		<u>16.2276018</u>	<u>7,977.49</u>	<u>7,583.16</u>	<u>394.33</u>
					394.33

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 796-0095-001	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Sandra Emanuele	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$24,900	\$0	\$24,900	Res	\$21,200	\$0	\$21,200	-\$3,700
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

SANDRA EMANUELE  
 ROBIN EMANUELE  
 11309 W CHURCH ST  
 FRANKLIN WI 53132-2111

Property Address  
 11309 W CHURCH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 359699**  
 Correspondence should refer to parcel number  
**PARCEL#: 7960095001**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
24,900		24,900	0.9965	25,000		25,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 404.06	
MILWAUKEE COUNTY	4,350,816	4,354,589	8.09	78.49		First Dollar Credit	
CITY OF FRANKLIN	3,420,529	3,538,487	9.72	95.44		Lottery Credit	
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	15.77	179.22		Net Property Tax 404.06	
MMSD			3.17	30.91			
MATC	4,518,534	4,549,722	2.07	20.00			
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>38.82</b>	<b>404.06</b>			
			First Dollar Credit			<b>TOTAL DUE FOR FULL PAYMENT</b>	
			Lottery & Gaming Credit			PAY BY <b>January 31, 2025</b>	
			Net Property Tax	38.82	404.06	<b>\$ 404.06</b>	
School taxes reduced by school levy tax credit	\$39.41	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
			ACRES: 0.103	0.016227602	Failure to pay on time. See reverse.		

VILLAGE OF ST MARTIN SELY HALF LOT  
 69 BLK 11 & SWLY

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Installments may be paid as follows:  
 202.04 DUE BY 01/31/2025  
 101.01 DUE BY 03/31/2025  
 101.01 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	10.92	2025
FRANKLIN SCHOOL DIST	5,496,300.00	27.61	2025

PA-885/3 (R, 8-15)

PAY FULL AMOUNT OF:

\$404.06

OR PAY 1ST INSTALLMENT OF:

\$202.04

By January 31, 2025

AND PAY 2ND INSTALLMENT OF:

\$101.01

By March 31, 2025

AND PAY 3RD INSTALLMENT OF:

\$101.01

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359699

Parcel #  
 7960095001

Alt. Parcel #

EMANUELE, SANDRA

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359699

Parcel #  
 7960095001

Alt. Parcel #

EMANUELE, SANDRA

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359699

Parcel #  
 7960095001

Alt. Parcel #

EMANUELE, SANDRA

Include This Stub With Your Payment

Name	Sandra Emanuele		
Parcel ID	796-0095-001 equated		
Assessed Value -	Original	\$24,900	
Assessed Value -	Revised	\$21,200	
Payments Due	-3,700		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	202.03	172.01	30.02
3/31	101.02	86.01	15.01
5/31	101.02	86.01	15.01
	<u>404.06</u>	<u>344.02</u>	<u>60.04</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	78.49	66.83	11.66	10.62
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	95.44	81.25	14.19	12.93
MATC (VTAE)	01 0000 1412	0.8033489	20.00	17.03	2.97	2.71
1 Franklin Schools	01 0000 1411	8.7803398	218.63	186.14	32.49	29.60
State School Levy credit		-1.5825460	-39.41	-33.55	-5.86	
MMSD	01 0000 1413	1.2413147	30.91	26.32	4.59	4.18
		<u>16.2276018</u>	<u>404.06</u>	<u>344.02</u>	<u>60.04</u>	<u>60.04</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 796-0100-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Sandra Emanuele	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$43,000	\$0	\$43,000	Res	\$36,600	\$0	\$36,600	-\$6,400
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

SANDRA EMANUELE  
 ROBIN EMANUELE  
 11309 W CHURCH ST  
 FRANKLIN WI 53132-2111

Property Address  
 11309 W CHURCH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 359703**  
 Correspondence should refer to parcel number  
**PARCEL#: 7960100000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.																																																										
43,000		43,000	0.9965	43,200		43,200	<input type="checkbox"/> A star in this box means unpaid prior year taxes																																																									
<table border="1"> <thead> <tr> <th>Taxing Jurisdiction</th> <th>2023 Est. State Aids Allocated Tax Dist.</th> <th>2024 Est. State Aids Allocated Tax Dist.</th> <th>2023 Net Tax</th> <th>2024 Net Tax</th> <th>% Tax Change</th> </tr> </thead> <tbody> <tr> <td>MILWAUKEE COUNTY</td> <td>4,350,816</td> <td>4,354,589</td> <td>16.18</td> <td>135.55</td> <td></td> </tr> <tr> <td>CITY OF FRANKLIN</td> <td>3,420,529</td> <td>3,538,487</td> <td>19.44</td> <td>164.81</td> <td></td> </tr> <tr> <td>FRANKLIN SCHOOL DIST</td> <td>33,198,986</td> <td>35,343,914</td> <td>31.55</td> <td>309.50</td> <td></td> </tr> <tr> <td>MMSD</td> <td></td> <td></td> <td>6.34</td> <td>53.38</td> <td></td> </tr> <tr> <td>MATC</td> <td>4,518,534</td> <td>4,549,722</td> <td>4.13</td> <td>34.54</td> <td></td> </tr> <tr> <td><b>Total</b></td> <td><b>45,488,865</b></td> <td><b>47,786,712</b></td> <td><b>77.64</b></td> <td><b>697.78</b></td> <td></td> </tr> <tr> <td></td> <td><b>First Dollar Credit Lottery &amp; Gaming Credit</b></td> <td></td> <td><b>77.64</b></td> <td><b>697.78</b></td> <td></td> </tr> <tr> <td></td> <td><b>Net Property Tax</b></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	MILWAUKEE COUNTY	4,350,816	4,354,589	16.18	135.55		CITY OF FRANKLIN	3,420,529	3,538,487	19.44	164.81		FRANKLIN SCHOOL DIST	33,198,986	35,343,914	31.55	309.50		MMSD			6.34	53.38		MATC	4,518,534	4,549,722	4.13	34.54		<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>77.64</b>	<b>697.78</b>			<b>First Dollar Credit Lottery &amp; Gaming Credit</b>		<b>77.64</b>	<b>697.78</b>			<b>Net Property Tax</b>					<table border="1"> <tr> <td>Gross Property Tax</td> <td>697.78</td> </tr> <tr> <td>First Dollar Credit</td> <td></td> </tr> <tr> <td>Lottery Credit</td> <td></td> </tr> <tr> <td>Net Property Tax</td> <td>697.78</td> </tr> </table>		Gross Property Tax	697.78	First Dollar Credit		Lottery Credit		Net Property Tax	697.78
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change																																																											
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FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	18.87	2025
FRANKLIN SCHOOL DIST	5,496,300.00	47.68	2025

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**PAY FULL AMOUNT OF:**  
 \$697.78  
**OR PAY 1ST INSTALLMENT OF:**  
 \$348.90  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$174.44  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$174.44  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 359703  
 Parcel #  
 7960100000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
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 414-425-4770  
 2024 Real Estate Property Bill #  
 359703  
 Parcel #  
 7960100000  
 Alt. Parcel #

EMANUELE, SANDRA  
 Include This Stub With Your Payment

EMANUELE, SANDRA  
 Include This Stub With Your Payment

EMANUELE, SANDRA  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Sandra Emanuele			
Parcel ID	796-0100-000 equated			
Assessed Value -	Original	\$43,000		
Assessed Value -	Revised	\$36,600		
Payments Due	-6,400			
Lottery Credit/First Dollar		0.00	0.00	0.00
1/31		348.89	296.97	51.93
3/31		174.45	148.48	25.96
5/31		174.45	148.48	25.96
		<u>697.78</u>	<u>593.93</u>	<u>103.85</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	135.55	115.38	20.17	18.38
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	164.81	140.28	24.53	22.35
MATC (VTAE)	01 0000 1412	0.8033489	34.54	29.40	5.14	4.68
1 Franklin Schools	01 0000 1411	8.7803398	377.55	321.36	56.19	51.20
State School Levy credit		-1.5825460	-68.05	-57.92	-10.13	
MMSD	01 0000 1413	1.2413147	53.38	45.43	7.95	7.24
		<u>16.2276018</u>	<u>697.78</u>	<u>593.93</u>	<u>103.85</u>	<u>103.85</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

Property Information				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 799-9990-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Sharon Budzenski	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$122,000	\$139,400	\$261,400	Res	\$103,700	\$139,400	\$243,100	-\$18,300
Total								

Personal Property				
	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Manufacturing				
<input type="checkbox"/> Non-manufacturing				

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation  Water source = well	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

SHARON BUDZENSKI  
 THEODORE J BUDZENSKI  
 10951 W SAINT MARTINS RD  
 FRANKLIN WI 53132-2325

Property Address  
 10951 W ST MARTINS RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 360171**  
 Correspondence should refer to parcel number  
**PARCEL#: 7999990000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
122,000	139,400	261,400	0.9965	122,400	139,900	262,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	
MILWAUKEE COUNTY	4,350,816	4,354,589	711.65	824.04	15.8%	4,241.90	
CITY OF FRANKLIN	3,420,529	3,538,487	855.00	1,001.88	17.2%	-79.25	
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	1,387.35	1,881.50	35.6%	-255.16	
MMSD			279.01	324.48	16.3%	3,907.49	
MATC	4,518,534	4,549,722	181.78	210.00	15.5%	2025 GARBAGE & RECYCI	159.60
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>3,414.79</b>	<b>4,241.90</b>	<b>24.2%</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>	
	<b>First Dollar Credit</b>		<b>71.44</b>	<b>79.25</b>	<b>10.9%</b>	<b>PAY BY January 31, 2025</b>	
	<b>Lottery &amp; Gaming Credit</b>		<b>265.93</b>	<b>255.16</b>	<b>-4.0%</b>	<b>\$ 4,067.09</b>	
	<b>Net Property Tax</b>		<b>3,077.42</b>	<b>3,907.49</b>	<b>27.0%</b>		

School taxes reduced by school levy tax credit \$ 413.68

**IMPORTANT:** Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect credits)

0.016227602

ACRES: 0.409

COM CEN OF ST MARTINS RD 804.05 FT  
 NWLY OF ITS

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.

Installments may be paid as follows:  
 1985.77 DUE BY 01/31/2025  
 1040.66 DUE BY 03/31/2025  
 1040.66 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	114.74	2025
FRANKLIN SCHOOL DIST	5,496,300.00	289.89	2025

**PAY FULL AMOUNT OF:**  
 \$4,067.09  
**OR PAY 1ST INSTALLMENT OF:**  
 \$1,985.77  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,040.66  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,040.66  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 360171  
 Parcel #  
 7999990000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
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 TREASURER  
 9229 W LOOMIS ROAD  
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 414-425-4770  
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 360171  
 Parcel #  
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 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 360171  
 Parcel #  
 7999990000  
 Alt. Parcel #

BUDZENSKI, SHARON  
 Include This Stub With Your Payment

BUDZENSKI, SHARON  
 Include This Stub With Your Payment

BUDZENSKI, SHARON  
 Include This Stub With Your Payment

PA-885/3 (R. 8-15)

Name	Sharon Budzinski			
Parcel ID	799-9990-000 equated			
Assessed Value -	Original	\$261,400		
Assessed Value -	Revised	\$243,100		
Payments Due	-18,300			
Lottery Credit/First Dollar		0.00	0.00	0.00
1/31		2,120.95	1,972.46	148.49
3/31		1,060.48	986.23	74.25
5/31		1,060.48	986.23	74.25
		<u>4,241.90</u>	<u>3,944.92</u>	<u>296.98</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	824.04	766.35	57.69	52.56
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,001.88	931.74	70.14	63.92
MATC (VTAE)	01 0000 1412	0.8033489	210.00	195.29	14.71	13.40
1 Franklin Schools	01 0000 1411	8.7803398	2,295.18	2,134.50	160.68	146.40
State School Levy credit		-1.5825460	-413.68	-384.72	-28.96	
MMSD	01 0000 1413	1.2413147	324.48	301.76	22.72	20.70
		<u>16.2276018</u>	<u>4,241.90</u>	<u>3,944.92</u>	<u>296.98</u>	<u>296.98</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 803-9979-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Gregory A. Fox	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols. d + e)	
Res	\$152,500	\$202,600	\$355,100	Res	\$129,700	\$202,600	\$332,300	
Total								-\$22,800

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

ANNE M FOX  
 GREGORY A FOX  
 7951 S 76TH ST  
 FRANKLIN WI 53132-9718

Property Address  
 7951 S 76TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 361060**  
 Correspondence should refer to parcel number  
**PARCEL#: 8039979000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes	
152,500	202,600	355,100	0.9965	153,000	203,300	356,300		
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 5,762.43	
MILWAUKEE COUNTY		4,350,816	4,354,589	1,013.03	1,119.42	10.5%	First Dollar Credit -79.25	
CITY OF FRANKLIN		3,420,529	3,538,487	1,217.09	1,361.01	11.8%	Lottery Credit -255.16	
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	1,974.89	2,555.94	29.4%	Net Property Tax 5,428.02	
MMSD				397.17	440.79	11.0%	2025 GARBAGE & RECYCI 159.60	
MATC		4,518,534	4,549,722	258.77	285.27	10.2%		
<b>Total</b>		45,488,865	47,786,712	4,860.95	5,762.43	18.5%		
		First Dollar Credit		71.44	79.25	10.9%		
		Lottery & Gaming Credit		265.93	255.16	-4.0%		
		Net Property Tax		4,523.58	5,428.02	20.0%		
School taxes reduced by school levy tax credit \$ 561.96		<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>	
		ACRES: 1.008			0.016227602		PAY BY <b>January 31, 2025</b>	
		COM IN E LI 260.92 FT S OF NE COR OF NE 16 5 21 TH S			RETAIN THIS PORTION AS YOUR COPY		▶ \$ 5,587.62	
		FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases			SEE REVERSE SIDE FOR IMPORTANT INFORMATION		Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
							Failure to pay on time. See reverse.	
							Installments may be paid as follows:	
							2746.04 DUE BY 01/31/2025	
							1420.79 DUE BY 03/31/2025	
							1420.79 DUE BY 05/31/2025	

PA-685/3 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	155.87	2025
FRANKLIN SCHOOL DIST	5,496,300.00	393.81	2025

**PAY FULL AMOUNT OF:**

\$5,587.62

**OR PAY 1ST INSTALLMENT OF:**

\$2,746.04

By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**

\$1,420.79

By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**

\$1,420.79

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 361060

Parcel #  
 8039979000

Alt. Parcel #

FOX, ANNE M

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 361060

Parcel #  
 8039979000

Alt. Parcel #

FOX, ANNE M

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 361060

Parcel #  
 8039979000

Alt. Parcel #

FOX, ANNE M

Include This Stub With Your Payment

Name	Gregory A. Fox		
Parcel ID	803-9979-000 equated		
Assessed Value -	Original	\$355,100	
Assessed Value -	Revised	\$332,300	
Payments Due	-22,800		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,881.22	2,696.22	185.00
3/31	1,440.61	1,348.11	92.50
5/31	1,440.61	1,348.11	92.50
	<u>5,762.43</u>	<u>5,392.43</u>	<u>370.00</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,119.42	1,047.54	71.88
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,361.01	1,273.62	87.39
MATC (VTAE)	01 0000 1412	0.8033489	285.27	266.95	18.32
1 Franklin Schools	01 0000 1411	8.7803398	3,117.90	2,917.71	200.19
State School Levy credit		-1.5825460	-561.96	-525.88	-36.08
MMSD	01 0000 1413	1.2413147	440.79	412.49	28.30
		<u>16.2276018</u>	<u>5,762.43</u>	<u>5,392.43</u>	<u>370.00</u>
					<u>370.00</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

Property Information				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 804-9996-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Rosemarie A. Rzeckowski	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$190,700	\$268,600	\$459,300	Res	\$162,100	\$268,600	\$430,700	-\$28,600
Total								

Personal Property				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction (city water to well water)	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

ROSEMARIE A RZECKOWSKI  
 7233 W DREXEL AVE  
 FRANKLIN WI 53132-8456

Property Address  
 7233 W DREXEL AVE

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 361193**  
 Correspondence should refer to parcel number  
**PARCEL#: 8049996000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
190,700	268,600	459,300	0.9965	191,400	269,500	460,900	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
MILWAUKEE COUNTY		4,350,816	4,354,589	1,062.59	1,447.90	36.3%	7,453.35
CITY OF FRANKLIN		3,420,529	3,538,487	1,276.63	1,760.38	37.9%	-79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	2,071.50	3,305.95	59.6%	-255.16
MMSD				416.60	570.14	36.9%	7,118.94
MATC		4,518,534	4,549,722	271.43	368.98	35.9%	2025 GARBAGE & RECYCI 159.60
<b>Total</b>		45,488,865	47,786,712	5,098.75	7,453.35	46.2%	
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit		265.93	255.16	-4.0%	
		Net Property Tax		4,761.38	7,118.94	49.5%	
School taxes reduced by school levy tax credit	\$ 726.86	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)			<b>TOTAL DUE FOR FULL PAYMENT</b>
			ACRES: 1.010	0.016227602			<b>PAY BY January 31, 2025</b>
			N 400 FT OF E 130 FT OF W 1063.93 FT OF NW 15 5 21 EXC				<b>\$ 7,278.54</b>

**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 3591.50 DUE BY 01/31/2025  
 1843.52 DUE BY 03/31/2025  
 1843.52 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	201.60	2025
FRANKLIN SCHOOL DIST	5,496,300.00	509.37	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:** \$7,278.54  
**OR PAY 1ST INSTALLMENT OF:** \$3,591.50  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:** \$1,843.52  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:** \$1,843.52  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 361193  
 Parcel # 8049996000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 361193  
 Parcel # 8049996000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 361193  
 Parcel # 8049996000  
 Alt. Parcel #

RZECKOWSKI, ROSEMARIE A  
 Include This Stub With Your Payment

RZECKOWSKI, ROSEMARIE A  
 Include This Stub With Your Payment

RZECKOWSKI, ROSEMARIE A  
 Include This Stub With Your Payment

PA-665/3 (R. 8-15)



Name	Rosemarie A Rzeckowski		
Parcel ID	804-9996-000 equated		
Assessed Value -	Original	\$459,300	
Assessed Value -	Revised	\$430,700	
Payments Due	-28,600		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	3,726.68	3,494.61	232.07
3/31	1,863.34	1,747.31	116.03
5/31	1,863.34	1,747.31	116.03
	<u>7,453.35</u>	<u>6,989.22</u>	<u>464.13</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,447.90	1,357.74	90.16	82.15
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,760.38	1,650.76	109.62	99.88
MATC (VTAE)	01 0000 1412	0.8033489	368.98	346.00	22.98	20.94
1 Franklin Schools	01 0000 1411	8.7803398	4,032.81	3,781.69	251.12	228.81
State School Levy credit		-1.5825460	-726.86	-681.60	-45.26	
MMSD	01 0000 1413	1.2413147	570.14	534.63	35.51	32.35
		<u>16.2276018</u>	<u>7,453.35</u>	<u>6,989.22</u>	<u>464.13</u>	<u>464.13</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 841-0016-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Lloyd A Hoepfer	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$16,300	\$6,400	\$22,700	Res	\$8,300	\$6,400	\$14,700	-\$8,000
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to water source, Hwy 100 adj	

**2024 Request for Chargeback  
of Rescinded or Refunded Taxes**

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

KRISTIN A HOEPER  
 LLOYD A HOEPER  
 8333 S 100TH ST  
 FRANKLIN WI 53132-2409

Property Address  
 8333 S 100TH ST UNIT REAR

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 363577**  
 Correspondence should refer to parcel number  
**PARCEL#: 8410016000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
16,300	6,400	22,700	0.9965	16,400	6,400	22,800	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
MILWAUKEE COUNTY		4,350,816	4,354,589	32.36	71.56		368.37
CITY OF FRANKLIN		3,420,529	3,538,487	38.88	87.00		-79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	63.09	163.39		
MMSD				12.69	28.18		
MATC		4,518,534	4,549,722	8.27	18.24		
<b>Total</b>		45,488,865	47,786,712	155.29	368.37		
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit					
		Net Property Tax		83.85	289.12		289.12
School taxes reduced by school levy tax credit	\$35.92	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>			Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>
			ACRES: 0.331	0.016227602			<b>PAY BY January 31, 2025</b>
							<b>\$ 289.12</b>

ST MARTINS WOODS THE N 120 FT OF THAT PART OF LOT 14

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.  
 Installments may be paid as follows:  
 144.56 DUE BY 01/31/2025  
 72.28 DUE BY 03/31/2025  
 72.28 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	9.96	2025
FRANKLIN SCHOOL DIST	5,496,300.00	25.17	2025

**PAY FULL AMOUNT OF:** \$289.12  
**OR PAY 1ST INSTALLMENT OF:** \$144.56  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:** \$72.28  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:** \$72.28  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 363577  
 Parcel #  
 8410016000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 363577  
 Parcel #  
 8410016000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 363577  
 Parcel #  
 8410016000  
 Alt. Parcel #

HOEPER, KRISTIN A  
 Include This Stub With Your Payment

HOEPER, KRISTIN A  
 Include This Stub With Your Payment

HOEPER, KRISTIN A  
 Include This Stub With Your Payment

PA-8853 (R. 8-15)

Name	Lloyd A. Hoepfer		
Parcel ID	841-0016-000 equated		
Assessed Value -	Original	\$22,700	
Assessed Value -	Revised	\$14,700	
Payments Due	-8,000		
Lottery Credit/First Dollar		-79.25	-79.25 0.00
1/31		184.19	119.28 64.91
3/31		92.09	59.64 32.46
5/31		92.09	59.64 32.46
		<u>368.37</u>	<u>238.55 129.82</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	71.56	46.34	25.22 22.98
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	87.00	56.34	30.66 27.93
MATC (VTAE)	01 0000 1412	0.8033489	18.24	11.81	6.43 5.86
1 Franklin Schools	01 0000 1411	8.7803398	199.31	129.07	70.24 64.00
State School Levy credit		-1.5825460	-35.92	-23.26	-12.66
MMSD	01 0000 1413	1.2413147	28.18	18.25	9.93 9.05
		<u>16.2276018</u>	<u>368.37</u>	<u>238.55</u>	<u>129.82 129.82</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate	Parcel/account number 841-9990-000	Is this parcel in a TID?	TID number
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property owner name James M. Hapka	Due to court ruling?	Court determination date	Court case/docket number
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$190,600	\$210,600	\$401,200	Res	\$162,000	\$210,600	\$372,600	-\$28,600
Total								

Personal Property				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct city water to well water	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

LINDA L HAPKA  
 JAMES M HAPKA  
 10035 W SAINT MARTINS RD  
 FRANKLIN WI 53132-2413

Property Address  
 10035 W ST MARTINS RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 363741**  
 Correspondence should refer to parcel number  
**PARCEL#: 8419990000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt	
190,600	210,600	401,200	0.9965	191,300	211,300	402,600	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
MILWAUKEE COUNTY		4,350,816	4,354,589	1,219.68	1,264.74	3.7%	6,510.50
CITY OF FRANKLIN		3,420,529	3,538,487	1,465.37	1,537.69	4.9%	-79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	2,377.76	2,887.75	21.4%	-255.16
MMSD				478.19	498.02	4.1%	6,176.09
MATC		4,518,534	4,549,722	311.55	322.30	3.5%	2025 GARBAGE & RECYCI 159.60
<b>Total</b>		45,488,865	47,786,712	5,852.55	6,510.50	11.2%	
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit		265.93	255.16	-4.0%	
		Net Property Tax		5,515.18	6,176.09	12.0%	
School taxes reduced by school levy tax credit	\$ 634.92	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)			
			ACRES: 1.000	0.016227602			

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**  
**\$ 6,335.69**  
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.

Installments may be paid as follows:  
 3120.07 DUE BY 01/31/2025  
 1607.81 DUE BY 03/31/2025  
 1607.81 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	176.10	2025
FRANKLIN SCHOOL DIST	5,496,300.00	444.93	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:** \$6,335.69  
**OR PAY 1ST INSTALLMENT OF:** \$3,120.07  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:** \$1,607.81  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:** \$1,607.81  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 363741  
 Parcel # 8419990000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 363741  
 Parcel # 8419990000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill # 363741  
 Parcel # 8419990000  
 Alt. Parcel #

HAPKA, LINDA L  
 Include This Stub With Your Payment

HAPKA, LINDA L  
 Include This Stub With Your Payment

HAPKA, LINDA L  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	James M. Hapka		
Parcel ID	841-9990-000 equated		
Assessed Value -	Original	\$401,200	
Assessed Value -	Revised	\$372,600	
Payments Due	-28,600		
Lottery Credit/First Dollar		-334.41	0.00
1/31		3,255.26	232.06
3/31		1,627.63	116.03
5/31		1,627.63	116.03
		<u>6,510.51</u>	<u>464.11</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,264.75	1,174.59	90.16
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,537.69	1,428.08	109.61
MATC (VTAE)	01 0000 1412	0.8033489	322.30	299.33	22.97
1 Franklin Schools	01 0000 1411	8.7803398	3,522.67	3,271.55	251.12
State School Levy credit		-1.5825460	-634.92	-589.66	-45.26
MMSD	01 0000 1413	1.2413147	498.02	462.51	35.51
		<u>16.2276018</u>	6,510.51	6,046.40	464.11
					464.11

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 841-9991-000	Is this parcel in a TID?	TID number
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property owner name James M. Hapka	Due to court ruling?	Court determination date	Court case/docket number
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols. d + e)	
Res	\$122,600	\$0	\$122,600	Res	\$104,200	\$0	\$104,200	-\$18,400
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct city water to well water	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

LINDA L HAPKA  
 JAMES M HAPKA  
 10035 W SAINT MARTINS RD  
 FRANKLIN WI 53132-2413

Property Address  
 10035 W ST MARTINS RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 363742**  
 Correspondence should refer to parcel number  
**PARCEL#: 8419991000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt	
122,600		122,600	0.9965	123,000		123,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes
2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax		
MILWAUKEE COUNTY	4,350,816	4,354,589	28.99	386.48	1,989.50		
CITY OF FRANKLIN	3,420,529	3,538,487	34.83	469.89	First Dollar Credit		
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	56.52	882.45	Lottery Credit		
MMSD			11.37	152.19	Net Property Tax		
MATC	4,518,534	4,549,722	7.41	98.49	1,989.50		
<b>Total</b>	45,488,865	47,786,712	139.12	1,989.50	<b>TOTAL DUE FOR FULL PAYMENT</b>		
	First Dollar Credit		139.12	1,989.50	PAY BY <b>January 31, 2025</b>		
School taxes reduced by school levy tax credit	\$ 194.02	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)	▶ \$ 1,989.50		
		ACRES: 1.000		0.016227602	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.		
		COM CEN LI ST MARTINS RD 1610 FT			Failure to pay on time. See reverse.		
		SELY OF ITS INTERSEC			Installments may be paid as follows:		

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	53.81	2025
FRANKLIN SCHOOL DIST	5,496,300.00	135.96	2025

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

994.76 DUE BY 01/31/2025  
 497.37 DUE BY 03/31/2025  
 497.37 DUE BY 05/31/2025

PA-685/3 (R. 8-15)

PAY FULL AMOUNT OF:  
 \$1,989.50

AND PAY 2ND INSTALLMENT OF:  
 \$497.37

AND PAY 3RD INSTALLMENT OF:  
 \$497.37

OR PAY 1ST INSTALLMENT OF:  
 \$994.76

By March 31, 2025

By May 31, 2025

By January 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 363742

Parcel #  
 8419991000

Alt. Parcel #

HAPKA, LINDA L

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 363742

Parcel #  
 8419991000

Alt. Parcel #

HAPKA, LINDA L

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 363742

Parcel #  
 8419991000

Alt. Parcel #

HAPKA, LINDA L

Include This Stub With Your Payment

Name	James M. Hapka		
Parcel ID	841-9991-000 equated		
Assessed Value -	Original	\$122,600	
Assessed Value -	Revised	\$104,200	
Payments Due	-18,400		
Lottery Credit		0 00	0.00
1/31		994.75	845.46 149.30
3/31		497.38	422.73 74 65
5/31		497.38	422.73 74 65
		<u>1,989.50</u>	<u>1,690.91 298.59</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
	GL A/R Acct				
State Tax		0.0000000	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	386.48	328.48	58.00 52.85
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	469.89	399.37	70.52 64.25
MATC (VTAE)	01 0000 1412	0.8033489	98.49	83.71	14.78 13.47
1 Franklin Schools	01 0000 1411	8.7803398	1,076.47	914.91	161.56 147.20
State School Levy credit		-1.5825460	-194.02	-164.90	-29.12
MMSD	01 0000 1413	1.2413147	152.19	129.34	22.85 20.82
		<u>16.2276018</u>	1,989.50	1,690.91	298.59 298 59

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 891-9990-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Chad M. Zolecki		Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols. d + e)	
Res	\$25,700	\$0	\$25,700	Res	\$18,500	\$0	\$18,500	-\$7,200
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct sewer and water	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

KARYN M ZOLECKI  
 CHAD M ZOLECKI  
 11736 W LOOMIS RD  
 FRANKLIN WI 53132-9038

Property Address  
 W LOOMIS RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 366479**  
 Correspondence should refer to parcel number  
**PARCEL#: 8919990000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
25,700		25,700	0.9965	25,800		25,800	<input type="checkbox"/> A star in this box means unpaid prior year taxes
<b>Taxing Jurisdiction</b>	<b>2023 Est. State Aids Allocated Tax Dist.</b>	<b>2024 Est. State Aids Allocated Tax Dist.</b>	<b>2023 Net Tax</b>	<b>2024 Net Tax</b>	<b>% Tax Change</b>	<b>Gross Property Tax</b>	<b>417.05</b>
MILWAUKEE COUNTY	4,350,816	4,354,589	54.95	81.02	47.4%	<b>First Dollar Credit</b>	
CITY OF FRANKLIN	3,420,529	3,538,487	66.02	98.50	49.2%	<b>Lottery Credit</b>	
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	107.12	184.98	72.7%	<b>Net Property Tax</b>	<b>417.05</b>
MMSD			21.54	31.90	48.1%		
MATC	4,518,534	4,549,722	14.04	20.65	47.1%		
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>263.67</b>	<b>417.05</b>	<b>58.2%</b>		
	<b>First Dollar Credit Lottery &amp; Gaming Credit Net Property Tax</b>		<b>263.67</b>	<b>417.05</b>	<b>58.2%</b>		
School taxes reduced by school levy tax credit	\$40.67	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NDT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 1.900	0.016227602		<b>PAY BY January 31, 2025</b>	
			COM 686 FT W & 270 FT S OF NE COR OF NW 30 5 21 TH E			<b>\$ 417.05</b>	

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 208.53 DUE BY 01/31/2025  
 104.26 DUE BY 03/31/2025  
 104.26 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	11.28	2025
FRANKLIN SCHOOL DIST	5,496,300.00	28.50	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:** \$417.05  
**OR PAY 1ST INSTALLMENT OF:** \$208.53  
**By January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:** \$104.26  
**By March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:** \$104.26  
**By May 31, 2025**

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366479  
 Parcel #  
 8919990000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366479  
 Parcel #  
 8919990000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 366479  
 Parcel #  
 8919990000  
 Alt. Parcel #

ZOLECKI, KARYN M  
 Include This Stub With Your Payment

ZOLECKI, KARYN M  
 Include This Stub With Your Payment

ZOLECKI, KARYN M  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Chad Zolecki		
Parcel ID	891-9990-000		
Assessed Value -	Original	\$25,700	
Assessed Value -	Revised	\$18,500	
Payments Due	-7,200		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	208.53	150.11	58.42
3/31	104.26	75.05	29.21
5/31	104.26	75.05	29.21
	<u>417.05</u>	<u>300.21</u>	<u>116.84</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
	GL A/R Acct				
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	81.02	58.32	22.70
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	98.50	70.91	27.59
MATC (VTAE)	01 0000 1412	0.8033489	20.65	14.86	5.79
1 Franklin Schools	01 0000 1411	8.7803398	225.65	162.44	63.21
State School Levy credit		-1.5825460	-40.67	-29.28	-11.39
MMSD	01 0000 1413	1.2413147	31.90	22.96	8.94
		<u>16.2276018</u>	417.05	300.21	116.84
					116.84

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 757-9985-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Alma M Kinziger Trustee of Greg & Alma Mayr Rev Trust	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$143,700	\$0	\$143,700	Res	\$103,900	\$0	\$103,900	-\$39,800
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected sewer/water	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

ALMA M KINZIGER TRUSTEE OF THE GREG AND ALMA MA  
 7270 S HILLSIDE DR  
 FRANKLIN WI 53132-9286

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 357549**  
 Correspondence should refer to parcel number  
**PARCEL#: 7579985000**

Property Address  
 S HILLSIDE DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
143,700		143,700	0.9965	144,200		144,200	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
MILWAUKEE COUNTY		4,350,816	4,354,589	16 18	453 00		2,331 90
CITY OF FRANKLIN		3,420,529	3,538,487	19 44	550 76		
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	31 55	1,034 32		
MMSD				6 34	178 38		
MATC		4,518,534	4,549,722	4.13	115 44		
Total		45,488,865	47,786,712	77 64	2,331 90		
		First Dollar Credit Lottery & Gaming Credit Net Property Tax		77.64	2,331 90		
School taxes reduced by school levy tax credit		\$ 227 41	IMPORTANT: Be sure this description covers your property This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		
			ACRES: 0 800		0.016227602		

**TOTAL DUE FOR FULL PAYMENT**  
**PAY BY January 31, 2025**  
**\$ 2,331.90**  
 Warning If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable penalty  
**Failure to pay on time See reverse.**

PA-685/3 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425 00	63 07	2025
FRANKLIN SCHOOL DIST	5,496,300 00	159 36	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Installments may be paid as follows  
 1165.96 DUE BY 01/31/2025  
 582.97 DUE BY 03/31/2025  
 582.97 DUE BY 05/31/2025

**PAY FULL AMOUNT OF:**  
 \$2,331.90  
**OR PAY 1ST INSTALLMENT OF:**  
 \$1,165.96  
**By January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:**  
 \$582.97  
**By March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:**  
 \$582.97  
**By May 31, 2025**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357549  
**Parcel #**  
 7579985000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357549  
**Parcel #**  
 7579985000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357549  
**Parcel #**  
 7579985000  
**Alt. Parcel #**

ALMA M KINZIGER TRUSTEE OF THE GREG AN  
 Include This Stub With Your Payment

ALMA M KINZIGER TRUSTEE OF THE GREG AND ALM  
 Include This Stub With Your Payment

ALMA M KINZIGER TRUSTEE OF THE GREG AN  
 Include This Stub With Your Payment

Name	Amba M Kinziger Trustee of the Greg & Alma Mayr Rev Trust		
Parcel ID	757-9985-000 equated		
Assessed Value -	Original	\$143,700	
Assessed Value -	Revised	\$103,900	
Payments Due		-39,800	
Lottery Credit/First Dollar		0.00	0.00 0.00
1/31		1,165.95	843.02 322.93
3/31		582.98	421.51 161.47
5/31		582.98	421.51 161.47
		<u>2,331.90</u>	<u>1,686.04 645.86</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
	GL A/R Acct				
State Tax	0 0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	453.00	327.53	125.47 114.32
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	550.76	398.22	152.54 138.99
MATC (VTAE)	01 0000 1412	0.8033489	115.44	83.47	31.97 29.13
1 Franklin Schools	01 0000 1411	8.7803398	1,261.73	912.28	349.45 318.40
State School Levy credit		-1.5825460	-227.41	-164.43	-62.98
MMSD	01 0000 1413	1.2413147	178.38	128.97	49.41 45.02
		<u>16.2276018</u>	2,331.90	1,686.04	645.86 645.86

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 754-0069-000	Is this parcel in a TID?	TID number
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property owner name Stone Hedge Addition No 1 Homeowners Ass	Due to court ruling?	Court determination date	Court case/docket number
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$297,000	\$0	\$297,000	Res	\$3,000	\$0	\$3,000	-\$294,000
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Unbuildable outlot incorrectly assessed as buildable	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

### Preparer

Name	Title
Email	Phone

### Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

### Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number

### Attachments

You must attach the documents listed below.

- 1 Property Tax Bill



Name	Stone Hedge Addition No. 1 HOA		
Parcel ID	754-0069-000 equated		
Assessed Value -	Original	\$297,000	
Assessed Value -	Revised	\$3,000	
Payments Due	-294,000		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,409.79	24.34	2,385.45
3/31	1,204.90	12.17	1,192.73
5/31	1,204.90	12.17	1,192.73
	<u>4,819.58</u>	<u>48.68</u>	<u>4,770.90</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
	GL A/R Acct				
State Tax		0.0000000	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	936.26	9.46	926.80
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,138.32	11.50	1,126.82
MATC (VTAE)	01 0000 1412	0.8033489	238.59	2.41	236.18
1 Franklin Schools	01 0000 1411	8.7803398	2,607.76	26.34	2,581.42
State School Levy credit		-1.5825460	-470.02	-4.75	-465.27
MMSD	01 0000 1413	1.2413147	368.67	3.72	364.95
		<u>16.2276018</u>	<u>4,819.58</u>	<u>48.68</u>	<u>4,770.90</u>
					<u>4,770.90</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>			
<input type="checkbox"/> Real estate	Parcel/account number <b>704-9983-000</b>	Is this parcel in a TID?	TID number
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property owner name <b>Woodlans of Franklin HOA</b>	Due to court ruling?	Court determination date	Court case/docket number
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$155,900	\$0	\$155,900	Res	\$1,600	\$0	\$1,600	-\$154,300
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference <b>74.33(1)(b)</b>	Statute explanation <b>Correction of palpable error</b>
Additional explanation  <b>Unbuildable outlot assessed as buildable</b>	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

<b>Preparer</b>	
Name	Title
Email	Phone

<b>Signature Statement</b>
Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.
Do you agree with this statement? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Submission Information</b>			
Co-muni Code	Submission Type	Submission Date	Confirmation Number

<b>Attachments</b>
You must attach the documents listed below
1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

WOODLANDS OF FRANKLIN HOMEOWNER'S ASSOC  
 PO BOX 320046  
 FRANKLIN WI 53132-6000

Property Address  
 S 46TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356095**  
 Correspondence should refer to parcel number  
**PARCEL#: 7400186000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
155,900		155,900	0.9965	156,400		156,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax		
MILWAUKEE COUNTY	4,350,816	4,354,589	0.34	491.46	2,529.88		
CITY OF FRANKLIN	3,420,529	3,538,487	0.41	597.52	First Dollar Credit		
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	0.66	1,122.14	Lottery Credit		
MMSD			0.13	193.52	Net Property Tax		
MATC	4,518,534	4,549,722	0.09	125.24	2,529.88		
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>1.63</b>	<b>2,529.88</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>		
	<b>First Dollar Credit Lottery &amp; Gaming Credit Net Property Tax</b>		<b>1.63</b>	<b>2,529.88</b>	<b>PAY BY January 31, 2025</b>		
School taxes reduced by school levy tax credit	\$ 246.72	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)	<b>\$ 2,529.88</b>		
		ACRES: 1.313		0.016227602	<b>Warning</b> If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable, penalty Failure to pay on time. See reverse.		
		WOODLANDS OF FRANKLIN OUTLOT 1			Installments may be paid as follows		

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	68.43	2025
FRANKLIN SCHOOL DIST	5,496,300.00	172.89	2025

RETAIN THIS  
 PORTION AS  
 YOUR COPY  
**SEE REVERSE  
 SIDE FOR  
 IMPORTANT  
 INFORMATION**

1264.94 DUE BY 01/31/2025  
 632.47 DUE BY 03/31/2025  
 632.47 DUE BY 05/31/2025

**PAY FULL AMOUNT OF:**  
 \$2,529.88  
**OR PAY 1ST INSTALLMENT OF:**  
 \$1,264.94  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$632.47  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$632.47  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356095  
**Parcel #**  
 7400186000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356095  
**Parcel #**  
 7400186000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 356095  
**Parcel #**  
 7400186000  
**Alt. Parcel #**

WOODLANDS OF FRANKLIN HOMEOWNER'S ASSO  
 Include This Stub With Your Payment

WOODLANDS OF FRANKLIN HOMEOWNER'S ASSO  
 Include This Stub With Your Payment

WOODLANDS OF FRANKLIN HOMEOWNER'S ASSO  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)



Name	Woodlands of Franklin HOA		
Parcel ID	740-0186-000		
Assessed Value -	Original	\$155,900	
Assessed Value -	Revised	\$1,600	
Payments Due	-154,300		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	1,264.94	12.99	1,251.96
3/31	632.47	6.49	625.98
5/31	632.47	6.49	625.98
	<u>2,529.88</u>	<u>25.97</u>	<u>2,503.91</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
	GL A/R Acct				
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	491.46	5.04	486.42
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	597.53	6.13	591.40
MATC (VTAE)	01 0000 1412	0.8033489	125.24	1.29	123.95
1 Franklin Schools	01 0000 1411	8.7803398	1,368.85	14.05	1,354.80
State School Levy credit		-1.5825460	-246.72	-2.53	-244.19
MMSD	01 0000 1413	1.2413147	193.52	1.99	191.53
		<u>16.2276018</u>	<u>2,529.88</u>	<u>25.97</u>	<u>2,503.91</u>
					<u>2,503.91</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number	Is this parcel in a TID?	TID number
<input type="checkbox"/> Personal property	798-9994-000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Property owner name	Due to court ruling?	Court determination date	Court case/docket number
Maria E. Russo	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$13,900	\$0	\$13,900	Res	\$400	\$0	\$400	-\$13,500
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected as excess to parcel in other municipality	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

MARIA E RUSSO  
 ANTHONY J RUSSO  
 W124 S7975 N CAPE RD  
 MUSKEGO WI 53150-4219

Property Address  
 S NORTH CAPE RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 360116**  
 Correspondence should refer to parcel number  
**PARCEL#: 7989994000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
13,900		13,900	0.9965	13,900		13,900	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	
MILWAUKEE COUNTY	4,350,816	4,354,589	0.34	43.82		225.57	
CITY OF FRANKLIN	3,420,529	3,538,487	0.41	53.28			
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	0.66	100.05			
MMSD			0.13	17.25			
MATC	4,518,534	4,549,722	0.09	11.17			
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>1.63</b>	<b>225.57</b>			
	<b>First Dollar Credit Lottery &amp; Gaming Credit Net Property Tax</b>		<b>1.63</b>	<b>225.57</b>			
School taxes reduced by school levy tax credit	\$22.00	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)			
			ACRES: 0.040	0.016227602			

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**

▶ \$ 225.57

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.

Installments may be paid as follows:

112.79 DUE BY 01/31/2025  
 56.39 DUE BY 03/31/2025  
 56.39 DUE BY 05/31/2025

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	6.10	2025
FRANKLIN SCHOOL DIST	5,496,300.00	15.41	2025

PAY FULL AMOUNT OF:

\$225.57

OR PAY 1ST INSTALLMENT OF:

\$112.79

By January 31, 2025

AND PAY 2ND INSTALLMENT OF:

\$56.39

By March 31, 2025

AND PAY 3RD INSTALLMENT OF:

\$56.39

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 360116

Parcel #  
 7989994000

Alt. Parcel #

RUSSO, MARIA E

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 360116

Parcel #  
 7989994000

Alt. Parcel #

RUSSO, MARIA E

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 360116

Parcel #  
 7989994000

Alt. Parcel #

RUSSO, MARIA E

Include This Stub With Your Payment

PA-665/3 (R. 8-15)

Name	Maria E. Russo		
Parcel ID	798-9994-000 equated		
Assessed Value -	Original	\$13,900	
Assessed Value -	Revised	\$400	
Payments Due	-13,500		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	112.79	3.25	109.54
3/31	56.39	1.62	54.77
5/31	56.39	1.62	54.77
	<u>225.57</u>	<u>6.49</u>	<u>219.08</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	43.82	1.26	38.78
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	53.28	1.53	47.15
MATC (VTAE)	01 0000 1412	0.8033489	11.17	0.32	9.89
1 Franklin Schools	01 0000 1411	8.7803398	122.05	3.51	108.00
State School Levy credit		-1.5825460	-22.00	-0.63	-21.37
MMSD	01 0000 1413	1.2413147	17.25	0.50	15.26
		<u>16.2276018</u>	<u>225.57</u>	<u>6.49</u>	<u>219.08</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 704-9983-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Stelios N Fakiroglou	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$152,100	\$378,100	\$530,200	Res	\$142,800	\$378,100	\$520,900	-\$9,300
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct incorrectly listed land size (from .991 acres to .778 acres per GIS)	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

LYNNE FAKIROGLOU  
 STELIOS N FAKIROGLOU  
 11440 W WOODS RD  
 FRANKLIN WI 53132-1351

Property Address  
 11440 W WOODS RD

STATE OF WISCONSIN  
**REAL ESTATE PROPERTY TAX BILL FOR 2024**  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 354478**  
 Correspondence should refer to parcel number  
**PARCEL#: 7049983000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
152,100	378,100	530,200	0.9965	152,600	379,400	532,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 7,766.26	
MILWAUKEE COUNTY	4,350,816	4,354,589	1,539.61	1,671.41	8.6%	First Dollar Credit -65.36	
CITY OF FRANKLIN	3,420,529	3,538,487	1,849.74	2,032.12	9.9%	Lottery Credit -210.44	
WHITNALL SCHOOL DIST	2,263,400	2,382,559	2,672.11	2,978.64	11.5%	Net Property Tax 7,490.46	
MMSD			603.62	658.15	9.0%	2025 GARBAGE & RECYCLI 159.60	
MATC	4,518,534	4,549,722	393.28	425.94	8.3%		
<b>Total</b>	14,553,279	14,825,357	7,058.36	7,766.26	10.0%		
			First Dollar Credit 64.37	65.36	1.5%		
			Lottery & Gaming Credit 239.61	210.44	-12.2%		
			Net Property Tax 6,754.38	7,490.46	10.9%		
School taxes reduced by school levy tax credit	\$ 839.07	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 0.991	0.014647770		PAY BY <b>January 31, 2025</b>	
						▶ \$ <b>7,650.06</b>	

COM IN S LI 302 FT E OF SW COR OF  
 NE 6 5 21 TH E 108 FT

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 3799.62 DUE BY 01/31/2025  
 1925.22 DUE BY 03/31/2025  
 1925.22 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases  
 Taxing Jurisdiction  
 WHITNALL SCHOOL DIST

Total Additional Taxes 830,143.16  
 Total Additional Taxes Applied to Property 1,184.58  
 Year Increase Ends 2044

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$7,650.06  
**OR PAY 1ST INSTALLMENT OF:**  
 \$3,799.62  
**By January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,925.22  
**By March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,925.22  
**By May 31, 2025**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 354478  
**Parcel #**  
 7049983000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 354478  
**Parcel #**  
 7049983000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 354478  
**Parcel #**  
 7049983000  
**Alt. Parcel #**

FAKIROGLOU, LYNNE  
 Include This Stub With Your Payment

FAKIROGLOU, LYNNE  
 Include This Stub With Your Payment

FAKIROGLOU, LYNNE  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Stelios N. Fakiroglou		
Parcel ID	704-9983-000		
Assessed Value -	Original	\$530,200	
Assessed Value -	Revised	\$520,900	
Payments Due	-9,300		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	3,883.13	3,815.01	68.12
3/31	1,941.57	1,907.50	34.06
5/31	1,941.57	1,907.50	34.06
	<u>7,766.26</u>	<u>7,630.01</u>	<u>136.25</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,671.41	1,642.09	29.32	26.46
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	2,032.12	1,996.47	35.65	32.18
MATC (VTAE)	01 0000 1412	0.8033489	425.94	418.46	7.48	6.75
3 Whitnall Schools	01 0000 1419	7.2005082	3,817.71	3,750.74	66.97	60.44
State School Levy credit		-1.5825460	-839.07	-824.35	-14.72	
MMSD	01 0000 1413	1.2413147	658.15	646.60	11.55	10.42
		<u>14.6477702</u>	<u>7,766.26</u>	<u>7,630.01</u>	<u>136.25</u>	<u>136.25</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 753-9992-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
<input type="checkbox"/> Personal property		Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date Court case/docket number
Property owner name Podd Joint Revocable Trust 2017			

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$260,700	\$0	\$260,700	Res	\$34,900	\$19,300	\$54,200	-\$206,500
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct land listing (sewer/water/contiguity), add shed (not previously listed)	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

### Preparer

Name	Title
Email	Phone

### Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

### Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

### Attachments

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

PODD JOINT REVOCABLE TRUST 2017  
 9301 W RAWSON AVE  
 FRANKLIN WI 53132-1914

Property Address  
 W RAWSON AVE

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 356976**  
 Correspondence should refer to parcel number  
**PARCEL#: 7539992000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
260,700		260,700	0.9965	261,600		261,600	<input type="checkbox"/> A star in this box means unpaid prior year taxes
<b>Taxing Jurisdiction</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>% Tax</b>	<b>Gross Property Tax</b>	
	Est. State Aids	Est. State Aids	Net Tax	Net Tax	Change	4,230.53	
	Allocated Tax Dist.	Allocated Tax Dist.				<b>First Dollar Credit</b>	
MILWAUKEE COUNTY	4,350,816	4,354,589	407.91	821.83		<b>Lottery Credit</b>	
CITY OF FRANKLIN	3,420,529	3,538,487	490.08	999.20		<b>Net Property Tax</b>	
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	795.21	1,876.46		4,230.53	
MMSD			159.93	323.61			
MATC	4,518,534	4,549,722	104.20	209.43			
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>1,957.33</b>	<b>4,230.53</b>			
	<b>First Dollar Credit</b>						
	<b>Lottery &amp; Gaming Credit</b>						
	<b>Net Property Tax</b>		<b>1,957.33</b>	<b>4,230.53</b>			
School taxes reduced by school levy tax credit	\$ 412.57	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)			
			ACRES: 1.480	0.016227602			

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**

**\$ 4,230.53**

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 2115.27 DUE BY 01/31/2025  
 1057.63 DUE BY 03/31/2025  
 1057.63 DUE BY 05/31/2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	114.43	2025
FRANKLIN SCHOOL DIST	5,496,300.00	289.12	2025

**PAY FULL AMOUNT OF:**

\$4,230.53

**OR PAY 1ST INSTALLMENT OF:**

\$2,115.27

By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**

\$1,057.63

By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**

\$1,057.63

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 356976

Parcel #  
 7539992000

Alt. Parcel #

PODD JOINT REVOCABLE TRUST 2017

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 356976

Parcel #  
 7539992000

Alt. Parcel #

PODD JOINT REVOCABLE TRUST 2017

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 356976

Parcel #  
 7539992000

Alt. Parcel #

PODD JOINT REVOCABLE TRUST 2017

Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Podd Jount Revocable Trust 2017		
Parcel ID	753-9992-000 equated		
Assessed Value -	Original	\$260,700	
Assessed Value -	Revised	\$54,200	
Payments Due		-206,500	
Lottery Credit/First Dollar		0.00	0 00 0.00
1/31		2,115.27	439.77 1,675.50
3/31		1,057.63	219.88 837.75
5/31		1,057.63	219.88 837.75
		<u>4,230.53</u>	<u>879.53 3,351.00</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
	GL A/R Acct				
State Tax		0.0000000	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	821.83	170.86	650.97 593.13
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	999.20	207.73	791.47 721.14
MATC (VTAE)	01 0000 1412	0.8033489	209.43	43.54	165.89 151.15
1 Franklin Schools	01 0000 1411	8.7803398	2,289.03	475.89	1,813.14 1,652.03
State School Levy credit		-1.5825460	-412.57	-85.77	-326.80
MMSD	01 0000 1413	1.2413147	323.61	67.28	256.33 233.55
		<u>16.2276018</u>	<u>4,230.53</u>	<u>879.53</u>	<u>3,351.00 3,351.00</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

**Property Information**

<input checked="" type="checkbox"/> Real estate	Parcel/account number 761-9955-005	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
<input type="checkbox"/> Personal property			
Property owner name St James Congregation	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$936,000	\$0	\$936,000	Res	\$469,900	\$0	\$469,900	-\$466,100
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
--	---

**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Excess land should've been valued as contiguous to the primary (exempt) 10 acres on same parcel	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

ST JAMES CONGREGATION  
 7219 S 27TH ST  
 FRANKLIN WI 53132-9469

Property Address  
 7171 S 27TH ST

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 358206**  
 Correspondence should refer to parcel number  
**PARCEL#: 7619955005**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
936,000		936,000	0.9965	939,300		939,300	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		<b>2023</b> Est. State Aids Allocated Tax Dist.		<b>2024</b> Est. State Aids Allocated Tax Dist.			
		4,350,816 4,354,589		359.37 2,950.65			
		3,420,529 3,538,487		431.75 3,587.44			
		8,933,770 9,491,019		708.99 5,244.55			
		4,518,534 4,549,722		140.89 1,161.87			
		91.80 751.93					
		<b>Total</b> 21,223,649 21,933,817		1,732.80 13,696.44			
		First Dollar Credit Lottery & Gaming Credit Net Property Tax		1,732.80 13,696.44			
School taxes reduced by school levy tax credit		\$1,481.26		<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits) 0.014632952	
				ACRES: 12.839			

Gross Property Tax	13,696.44
First Dollar Credit	
Lottery Credit	
Net Property Tax	13,696.44
2025 GARBAGE & RECYCI	159.60
<b>TOTAL DUE FOR FULL PAYMENT</b>	
<b>PAY BY January 31, 2025</b> <b>\$ 13,856.04</b>	
<b>Warning:</b> If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. <b>Failure to pay on time. See reverse.</b>	
<b>Installments may be paid as follows:</b>	
7007.82	DUE BY 01/31/2025
3424.11	DUE BY 03/31/2025
3424.11	DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
OAK CREEK-FRANKLIN SCHOOL	429,497.30	353.56	2025
OAK CREEK-FRANKLIN SCHOOL	932,729.08	767.83	2030

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**  
 \$13,856.04  
**OR PAY 1ST INSTALLMENT OF:**  
 \$7,007.82  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$3,424.11  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$3,424.11  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 358206  
 Parcel #  
 7619955005  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 358206  
 Parcel #  
 7619955005  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 358206  
 Parcel #  
 7619955005  
 Alt. Parcel #

ST JAMES CONGREGATION  
 Include This Stub With Your Payment

ST JAMES CONGREGATION  
 Include This Stub With Your Payment

ST JAMES CONGREGATION  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	St James Congregation		
Parcel ID	761-9955-005 equated		
Assessed Value -	Original	\$936,000	
Assessed Value -	Revised	\$469,900	
Payments Due		-466,100	
Lottery Credit/First Dollar		0.00	0.00
1/31		6,848.22	3,438.01
3/31		3,424.11	1,719.01
5/31		3,424.11	1,705.11
		<u>13,696.44</u>	<u>6,876.02</u>
			<u>6,820.42</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	2,950.65	1,481.32	1,469.33
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	3,587.44	1,801.00	1,786.44
MATC (VTAE)	01 0000 1412	0.8033489	751.93	377.49	374.44
2 Oak Creek/Franklin Schools	01 0000 1418	7.1856896	6,725.81	3,376.56	3,349.25
State School Levy credit		-1.5825460	-1,481.26	-743.64	-737.62
MMSD	01 0000 1413	1.2413147	1,161.87	583.29	578.58
		<u>14.6329516</u>	<u>13,696.44</u>	<u>6,876.02</u>	<u>6,820.42</u>
					<u>6,820.42</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 848-0506-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Ebony N. Gilmore	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$272,700	\$329,300	Res	\$56,600	\$251,900	\$308,500	-\$20,800
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected 1st fl space to finished attic	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

EBONY N GILMORE  
 9177 W ELM CT UNIT E  
 FRANKLIN WI 53132-7835

Property Address  
 9177 W ELM CT UNIT E

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 364247**  
 Correspondence should refer to parcel number  
**PARCEL#: 8480506000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
56,600	272,700	329,300	0.9965	56,800	273,700	330,500	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 5,343.76	
MILWAUKEE COUNTY	4,350,816	4,354,589	889.31	1,038.09	16.7%	First Dollar Credit -79.25	
CITY OF FRANKLIN	3,420,529	3,538,487	1,068.45	1,262.12	18.1%	Lottery Credit	
FRANKLIN SCHOOL DIST	33,198,986	35,343,914	1,733.70	2,370.24	36.7%	Net Property Tax 5,264.51	
MMSD			348.67	408.77	17.2%	2025 GARBAGE & RECYCL 159.60	
MATC	4,518,534	4,549,722	227.16	264.54	16.5%		
<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>4,267.29</b>	<b>5,343.76</b>	<b>25.2%</b>		
			71.44	79.25	10.9%		
			<b>4,195.85</b>	<b>5,264.51</b>	<b>25.5%</b>		
School taxes reduced by school levy tax credit	\$ 521.13	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>			Net Assessed Value Rate (Does NOT reflect credits)	<b>TOTAL DUE FOR FULL PAYMENT</b>	
			ACRES: 0.203	0.016227602		<b>PAY BY January 31, 2025</b>	
						<b>\$ 5,424.11</b>	

KAITLIN WOODS CONDOMINIUMS 4TH AMND  
 NE 20 & NW 21-5-21

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
 Failure to pay on time. See reverse.

Installments may be paid as follows:  
 2791.87 DUE BY 01/31/2025  
 1316.12 DUE BY 03/31/2025  
 1316.12 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	144.54	2025
FRANKLIN SCHOOL DIST	5,496,300.00	365.19	2025

PAY FULL AMOUNT OF:

\$5,424.11

OR PAY 1ST INSTALLMENT OF:

\$2,791.87

By January 31, 2025

AND PAY 2ND INSTALLMENT OF:

\$1,316.12

By March 31, 2025

AND PAY 3RD INSTALLMENT OF:

\$1,316.12

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364247

Parcel #

8480506000

Alt. Parcel #

GILMORE, EBONY N

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364247

Parcel #

8480506000

Alt. Parcel #

GILMORE, EBONY N

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364247

Parcel #

8480506000

Alt. Parcel #

GILMORE, EBONY N

Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Ebony N. Gilmore		
Parcel ID	848-0506-000		
Assessed Value -	Original	\$329,300	
Assessed Value -	Revised	\$308,500	
Payments Due	-20,800		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,671.88	2,503.11	168.78
3/31	1,335.94	1,251.55	84.39
5/31	1,335.94	1,251.55	84.39
	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,038.09	972.52	65.57	59.75
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,262.13	1,182.40	79.73	72.63
MATC (VTAE)	01 0000 1412	0.8033489	264.54	247.83	16.71	15.23
1 Franklin Schools	01 0000 1411	8.7803398	2,891.37	2,708.73	182.64	166.42
State School Levy credit		-1.5825460	-521.13	-488.22	-32.91	
MMSD	01 0000 1413	1.2413147	408.76	382.95	25.81	23.52
		<u>16.2276018</u>	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>	<u>337.55</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL



## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0512-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Elaine M. Towne		Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$272,700	\$329,300	Res	\$56,600	\$251,900	\$308,500	-\$20,800
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected 1st fl space to finished attic	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

ELAINE M TOWNE  
 LEON H TOWNE  
 9135 W ELM CT UNIT E  
 FRANKLIN WI 53132-7836

Property Address  
 9135 W ELM CT UNIT E

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

BILL NO. 364253  
 Correspondence should refer to parcel number  
 PARCEL#: 8480512000

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
56,600	272,700	329,300	0.9965	56,800	273,700	330,500	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		2023		2024			
Taxing Jurisdiction		Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	889 31	1,038 09	16 7%	Gross Property Tax 5,343 76
CITY OF FRANKLIN		3,420,529	3,538,487	1,068 45	1,262.12	18 1%	First Dollar Credit -79 25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	1,733 70	2,370 24	36 7%	Lottery Credit -255 16
MMSD				348 67	408 77	17 2%	Net Property Tax 5,009 35
MATC		4,518,534	4,549,722	227 16	264 54	16 5%	2025 GARBAGE & RECYCI 159 60
Total		45,488,865	47,786,712	4,267 29	5,343 76	25 2%	
		First Dollar Credit		71 44	79 25	10 9%	
		Lottery & Gaming Credit		265 93	255.16	-4 0%	
		Net Property Tax		3,929 92	5,009 35	27 5%	
School taxes reduced by school levy tax credit \$ 521.13		IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		TOTAL DUE FOR FULL PAYMENT	
		ACRES: 0 203		0.016227602		PAY BY January 31, 2025	
		KAITLIN WOODS CONDOMINIUMS 4TH AMND NE 20 & NW 21-5-21		RETAIN THIS PORTION AS YOUR COPY		PAY BY January 31, 2025	
		FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases		SEE REVERSE SIDE FOR IMPORTANT INFORMATION		TOTAL DUE FOR FULL PAYMENT	
Taxing Jurisdiction		Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	PAY BY January 31, 2025		
FRANKLIN SCHOOL DIST		2,175,425 00	144 54	2025	▶ \$ 5,168.95		
FRANKLIN SCHOOL DIST		5,496,300 00	365 19	2025	Warning If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable penalty.		
					Failure to pay on time See reverse		

Installments may be paid as follows  
 2536.71 DUE BY 01/31/2025  
 1316.12 DUE BY 03/31/2025  
 1316.12 DUE BY 05/31/2025

PA-685/3 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY

- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425 00	144 54	2025
FRANKLIN SCHOOL DIST	5,496,300 00	365 19	2025

PAY FULL AMOUNT OF:

\$5,168.95

OR PAY 1ST INSTALLMENT OF:

\$2,536.71

By January 31, 2025

AND PAY 2ND INSTALLMENT OF:

\$1,316.12

By March 31, 2025

AND PAY 3RD INSTALLMENT OF:

\$1,316.12

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364253

Parcel #  
 8480512000

Alt. Parcel #

TOWNE, ELAINE M

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364253

Parcel #  
 8480512000

Alt. Parcel #

TOWNE, ELAINE M

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 364253

Parcel #  
 8480512000

Alt. Parcel #

TOWNE, ELAINE M

Include This Stub With Your Payment

Name	Elaine M Towne		
Parcel ID	848-0512-000		
Assessed Value -	Original	\$329,300	
Assessed Value -	Revised	\$308,500	
Payments Due	-20,800		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,671.88	2,503.11	168.78
3/31	1,335.94	1,251.55	84.39
5/31	1,335.94	1,251.55	84.39
	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,038.09	972.52	65.57	59.75
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,262.13	1,182.40	79.73	72.63
MATC (VTAE)	01 0000 1412	0.8033489	264.54	247.83	16.71	15.23
1 Franklin Schools	01 0000 1411	8.7803398	2,891.37	2,708.73	182.64	166.42
State School Levy credit		-1.5825460	-521.13	-488.22	-32.91	
MMSD	01 0000 1413	1.2413147	408.76	382.95	25.81	23.52
		<u>16.2276018</u>	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>	<u>337.55</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0518-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Judith C. Wimmer	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols. a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$272,700	\$329,300	Res	\$56,600	\$251,900	\$308,500	-\$20,800
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected 1st fl space to finished attic	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill





Name	Judith C. Wimmer		
Parcel ID	848-0518-000		
Assessed Value -	Original	\$329,300	
Assessed Value -	Revised	\$308,500	
Payments Due	-20,800		
Lottery Credit/First Dollar	0.00	0.00	0 00
1/31	2,671.88	2,503.11	168.78
3/31	1,335.94	1,251.55	84.39
5/31	1,335.94	1,251.55	84.39
	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0.0000000	0.00	0.00	0.00	0 00
Milwaukee County	01 0000 1415	3.1524053	1,038.09	972.52	65.57
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,262.13	1,182.40	79.73
MATC (VTAE)	01 0000 1412	0.8033489	264.54	247.83	16 71
1 Franklin Schools	01 0000 1411	8.7803398	2,891.37	2,708.73	182.64
State School Levy credit		-1.5825460	-521.13	-488.22	-32.91
MMSD	01 0000 1413	1.2413147	408.76	382.95	25.81
		<u>16.2276018</u>	<u>5,343.76</u>	<u>5,006.21</u>	<u>337.55</u>
					<u>337.55</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0 0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate	Parcel/account number 24848-0518-000	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name Vilkas Mikael & Sarah Revocable Living Trust	Due to court ruling?	Court determination date	Court case/docket number	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols. d + e)	
Res	\$56,600	\$288,400	\$345,000	Res	\$56,600	\$266,300	\$322,900	-\$22,100
Total								

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected 1st fl space to finished attic	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



Name	Mikael & Sarah Vilkas Revocable Living Trust		
Parcel ID	848-0524-000		
Assessed Value -	Original	\$345,000	
Assessed Value -	Revised	\$322,900	
Payments Due		-22,100	
Lottery Credit/First Dollar		0 00	0.00 0.00
1/31		2,799.26	2,619.95 179.32
3/31		1,399.63	1,309.97 89.66
5/31		1,399.63	1,309.97 89.66
		<u>5,598.52</u>	<u>5,239.89 358.63</u>

	2024	Original	Adjusted		State
	Rate	Amount	Amount	Difference	Report
					Difference
State Tax	0 0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,087.58	1,017.91	69.67 63.48
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	1,322.29	1,237.59	84.70 77.18
MATC (VTAE)	01 0000 1412	0.8033489	277 16	259.40	17.76 16.18
1 Franklin Schools	01 0000 1411	8.7803398	3,029.22	2,835.17	194.05 176.80
State School Levy credit		-1.5825460	-545.98	-511.00	-34.98
MMSD	01 0000 1413	1.2413147	428.25	400.82	27.43 24.99
		<u>16.2276018</u>	<u>5,598.52</u>	<u>5,239 89</u>	<u>358.63 358.63</u>

Milwaukee County is entitled to the Sales tax credit  
The School levy credit is proportioned among all taxing districts  
The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0466-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Khaled Mahmoud Moh Abdelghany	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$266,900	\$323,500	Res	\$56,600	\$246,600	\$303,200	-\$20,300
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Corrected 1st fl space to finished attic	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
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**Attachments**

You must attach the documents listed below

1. Property Tax Bill





Name	Khaled Mahmoud Moh Abdelghany		
Parcel ID	848-0466-000 equated		
Assessed Value -	Original	\$323,500	
Assessed Value -	Revised	\$303,200	
Payments Due	-20,300		
Lottery Credit/First Dollar		0 00	0.00 0.00
1/31		2,624.82	2,460.11 164.71
3/31		1,312.41	1,230.06 82.35
5/31		1,312.41	1,230.06 82.35
		<u>5,249.63</u>	<u>4,920.22 329.41</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,019.80	955.81	63.99	58.30
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,239.89	1,162.09	77.80	70.90
MATC (VTAE)	01 0000 1412	0.8033489	259.88	243.58	16.30	14.85
1 Franklin Schools	01 0000 1411	8.7803398	2,840.44	2,662.20	178.24	162.40
State School Levy credit		-1.5825460	-511.95	-479.83	-32.12	
MMSD	01 0000 1413	1.2413147	401.57	376.37	25.20	22.96
		<u>16.2276018</u>	<u>5,249.63</u>	<u>4,920.22</u>	<u>329.41</u>	<u>329.41</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

**Property Information**

<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0472-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Debra Falk	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment			Assessment After Adjustment			(col g) Total Assessment Difference (cols c - f)	
Class	(col a) Land	(col b) Improvement	Class	(col d) Land	(col e) Improvement		(col f) Total Value (cols. d + e)
Res	\$56,600	\$266,900	Res	\$56,600	\$246,600	\$303,200	-\$20,300
Total							

**Personal Property**

<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference
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**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
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**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)	Statute explanation Correction of palpable error
-----------------------	---

Additional explanation  
Corrected 1st fl space to finished attic

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



Name	Debra Falk		
Parcel ID	848-0472-000 equated		
Assessed Value -	Original	\$323,500	
Assessed Value -	Revised	\$303,200	
Payments Due	-20,300		
Lottery Credit/First Dollar		0.00	0.00
1/31		2,624.82	2,460.11
3/31		1,312.41	1,230.06
5/31		1,312.41	1,230.06
		<u>5,249.63</u>	<u>4,920.22</u>
			329.41

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,019.80	955.81	63.99	58.30
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,239.89	1,162.09	77.80	70.90
MATC (VTAE)	01 0000 1412	0.8033489	259.88	243.58	16.30	14.85
1 Franklin Schools	01 0000 1411	8.7803398	2,840.44	2,662.20	178.24	162.40
State School Levy credit		-1.5825460	-511.95	-479.83	-32.12	
MMSD	01 0000 1413	1.2413147	401.57	376.37	25.20	22.96
		<u>16.2276018</u>	<u>5,249.63</u>	<u>4,920.22</u>	<u>329.41</u>	<u>329.41</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0478-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Dorca E. Gehrke	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$267,400	\$324,000	Res	\$56,600	\$247,100	\$303,700	-\$20,300
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation  Corrected 1st fl space to finished attic	



# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

DORCA E GEHRKE  
 MARK C GEHRKE  
 9131 W ELM CT UNIT E  
 FRANKLIN WI 53132-7830

Property Address  
 9131 W ELM CT UNIT E

**STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024**  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 364219**  
 Correspondence should refer to parcel number  
**PARCEL#: 8480478000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
56,600	267,400	324,000	0.9965	56,800	268,300	325,100	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	841.10	1,021.38	21.4%	Gross Property Tax 5,257.76
CITY OF FRANKLIN		3,420,529	3,538,487	1,010.53	1,241.81	22.9%	First Dollar Credit -79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	1,639.72	2,332.09	42.2%	Lottery Credit -255.16
MMSD				329.77	402.19	22.0%	Net Property Tax 4,923.35
MATC		4,518,534	4,549,722	214.85	260.29	21.1%	2025 GARBAGE & RECYCLI 159.60
<b>Total</b>		45,488,865	47,786,712	4,035.97	5,257.76	30.3%	
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit		265.93	255.16	-4.0%	
		Net Property Tax		3,698.60	4,923.35	33.1%	
School taxes reduced by school levy tax credit \$ 512.74		<b>IMPORTANT</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)			
		ACRES: 0.203		0.016227602			
		KAITLIN WOODS CONDOMINIUMS 2ND AMND NE 20 & NW 21 5 21		<b>RETAIN THIS PORTION AS YOUR COPY</b>		<b>TOTAL DUE FOR FULL PAYMENT</b>	
				<b>SEE REVERSE SIDE FOR IMPORTANT INFORMATION</b>		PAY BY January 31, 2025	
						▶ \$ 5,082.95	
						<b>Warning</b> If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable penalty	
						Failure to pay on time. See reverse	
						Installments may be paid as follows	
						2493.71 DUE BY 01/31/2025	
						1294.62 DUE BY 03/31/2025	
						1294.62 DUE BY 05/31/2025	

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	142.21	2025
FRANKLIN SCHOOL DIST	5,496,300.00	359.32	2025

**PAY FULL AMOUNT OF:**  
 \$5,082.95  
**OR PAY 1ST INSTALLMENT OF:**  
 \$2,493.71  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,294.62  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,294.62  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 364219  
**Parcel #**  
 8480478000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 364219  
**Parcel #**  
 8480478000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 364219  
**Parcel #**  
 8480478000  
**Alt. Parcel #**

GEHRKE, DORCA E  
 Include This Stub With Your Payment

GEHRKE, DORCA E  
 Include This Stub With Your Payment

GEHRKE, DORCA E  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	Dorca E. Gehrke		
Parcel ID	848-0478-000 equated		
Assessed Value -	Original	\$324,000	
Assessed Value -	Revised	\$303,700	
Payments Due	-20,300		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	2,628.88	2,464.17	164.72
3/31	1,314.44	1,232.08	82.36
5/31	1,314.44	1,232.08	82.36
	<u>5,257.76</u>	<u>4,928.33</u>	<u>329.43</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,021.38	957.39	63.99	58.31
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,241.81	1,164.00	77.81	70.89
MATC (VTAE)	01 0000 1412	0.8033489	260.29	243.98	16.31	14.86
1 Franklin Schools	01 0000 1411	8.7803398	2,844.83	2,666.59	178.24	162.41
State School Levy credit		-1.5825460	-512.74	-480.62	-32.12	
MMSD	01 0000 1413	1.2413147	402.19	376.99	25.20	22.96
		<u>16.2276018</u>	<u>5,257.76</u>	<u>4,928.33</u>	<u>329.43</u>	<u>329.43</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input type="checkbox"/> Real estate	Parcel/account number	Is this parcel in a TID?	TID number	
<input type="checkbox"/> Personal property	948-9002-000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property owner name		Due to court ruling?	Court determination date	Court case/docket number
Evelyn Farchione		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

<b>Real Estate</b>								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
4, 7	\$140,100	\$246,600	\$386,700	4,7	\$140,100	\$229,000	\$369,100	
Total								-\$17,600

<b>Personal Property</b>				
<input type="checkbox"/> Manufacturing	Property category	Before adjustment	After adjustment	Difference
<input type="checkbox"/> Non-manufacturing				

<b>Non-manufacturing Interest</b>	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

<b>District Information</b>			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

<b>Explanation</b>	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to building square footage and data	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

EVELYN FARCHIONE  
 JUDITH E GYURO  
 4604 W THORNCREST DR  
 FRANKLIN WI 53132-9645

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 367124**  
 Correspondence should refer to parcel number  
**PARCEL#: 9489002000**

Property Address  
 5533 W OAKWOOD RD

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
140,100	246,600	386,700	0.9965	138,200	247,500	385,700	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	596 02	1,219 04		<b>Gross Property Tax</b> 6,275 23
CITY OF FRANKLIN		3,420,529	3,538,487	716 08	1,482 12		<b>First Dollar Credit</b> -79 25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	1,161 93	2,783 39		<b>Lottery Credit</b>
MMSD				233 68	480 02		<b>Net Property Tax</b> 6,195 98
MATC		4,518,534	4,549,722	152 25	310 66		2025 GARBAGE & RECYCI 159 60
<b>Total</b>		45,488,865	47,786,712	2,859 96	6,275 23		
				71 44	79 25	10 9%	
				2,788 52	6,195.98		<b>TOTAL DUE FOR FULL PAYMENT</b>
School taxes reduced by school levy tax credit	\$ 611 97	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		ACRES · 7 640	Net Assessed Value Rate (Does NOT reflect credits)		<b>PAY BY January 31, 2025</b>
					0.016227602		<b>▶ \$ 6,355.58</b>

**Warning** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable penalty  
 Failure to pay on time See reverse.

Installments may be paid as follows  
 3257 60 DUE BY 01/31/2025  
 1548 99 DUE BY 03/31/2025  
 1548 99 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425 00	169 74	2025
FRANKLIN SCHOOL DIST	5,496,300 00	428 85	2025

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**PAY FULL AMOUNT OF:**  
 \$6,355.58  
**OR PAY 1ST INSTALLMENT OF:**  
 \$3,257.60  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,548.99  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,548.99  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 367124  
 Parcel #  
 9489002000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 367124  
 Parcel #  
 9489002000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 367124  
 Parcel #  
 9489002000  
 Alt. Parcel #

FARCHIONE, EVELYN  
 Include This Stub With Your Payment

FARCHIONE, EVELYN  
 Include This Stub With Your Payment

FARCHIONE, EVELYN  
 Include This Stub With Your Payment

PA-6853 (R. 8-15)

Name	Evelyn Farchione		
Parcel ID	948-9002-000		
Assessed Value -	Original	\$386,700	
Assessed Value -	Revised	\$369,100	
Payments Due	-17,600		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	3,137.62	2,994.80	142.82
3/31	1,568.81	1,497.40	71.41
5/31	1,568.81	1,497.40	71.41
	<u>6,275.23</u>	<u>5,989.60</u>	<u>285.63</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,219.04	1,163.55	55.49	50.56
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,482.12	1,414.66	67.46	61.47
MATC (VTAE)	01 0000 1412	0.8033489	310.66	296.52	14.14	12.88
1 Franklin Schools	01 0000 1411	8.7803398	3,395.36	3,240.82	154.54	140.81
State School Levy credit		-1.5825460	-611.97	-584.12	-27.85	
MMSD	01 0000 1413	1.2413147	480.02	458.17	21.85	19.91
		<u>16.2276018</u>	<u>6,275.23</u>	<u>5,989.60</u>	<u>285.63</u>	<u>285.63</u>

Milwaukee County is entitled to the Sales tax credit  
The School levy credit is proportioned among all taxing districts  
The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 854-9960-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name David L. Hassel	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$132,900	\$319,600	\$452,500	Res	\$132,900	\$300,900	\$433,800	-\$18,700
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct basement square footage	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

PATRICIA H HASSEL  
 DAVID L HASSEL  
 3737 W WOODWARD DR  
 FRANKLIN WI 53132-8413

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

BILL NO. 364876  
 Correspondence should refer to parcel number  
 PARCEL#: 8549960000

Property Address  
 3737 W WOODWARD DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
132,900	319,600	452,500	0.9965	133,400	320,700	454,100	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		2023		2024			
		Est. State Aids	Est. State Aids	2023	2024	% Tax	Gross Property Tax
		Allocated Tax Dist.	Allocated Tax Dist.	Net Tax	Net Tax	Change	First Dollar Credit
		4,350,816	4,354,589	1,118.89	1,426.46	27.5%	Lottery Credit
		3,420,529	3,538,487	1,344.27	1,734.31	29.0%	Net Property Tax
		33,198,986	35,343,914	2,181.25	3,257.00	49.3%	2025 GARBAGE & RECYCL
		MMSD		438.67	561.70	28.0%	
		MATC		285.81	363.52	27.2%	
		4,518,534	4,549,722				
		<b>Total</b>	<b>45,488,865</b>	<b>47,786,712</b>	<b>5,368.89</b>	<b>7,342.99</b>	<b>36.8%</b>
		First Dollar Credit		71.44	79.25	10.9%	
		Lottery & Gaming Credit		265.93	255.16	-4.0%	
		Net Property Tax		5,031.52	7,008.58	39.3%	
School taxes reduced by school levy tax credit		\$ 716.10	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		
			ACRES: 1.357		0.016227602		
			N 305 FT OF S 1020 35 FT OF W 215 FT OF E 1075 FT OF NW		RETAIN THIS PORTION AS YOUR COPY		
					SEE REVERSE SIDE FOR IMPORTANT INFORMATION		
					Warning If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable, penalty		
					Fallure to pay on time. See reverse.		
					Installments may be paid as follows		
					3536.32 DUE BY 01/31/2025		
					1815.93 DUE BY 03/31/2025		
					1815.93 DUE BY 05/31/2025		

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY January 31, 2025

**\$ 7,168.18**

Warning If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable, penalty  
 Fallure to pay on time. See reverse.

Installments may be paid as follows  
 3536.32 DUE BY 01/31/2025  
 1815.93 DUE BY 03/31/2025  
 1815.93 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	198.62	2025
FRANKLIN SCHOOL DIST	5,496,300.00	501.83	2025

PAY FULL AMOUNT OF:  
 \$7,168.18  
 OR PAY 1ST INSTALLMENT OF:  
 \$3,536.32  
 By January 31, 2025

AND PAY 2ND INSTALLMENT OF:  
 \$1,815.93  
 By March 31, 2025

AND PAY 3RD INSTALLMENT OF:  
 \$1,815.93  
 By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 364876  
 Parcel #  
 8549960000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 364876  
 Parcel #  
 8549960000  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 364876  
 Parcel #  
 8549960000  
 Alt. Parcel #

HASSEL, PATRICIA H  
 Include This Stub With Your Payment

HASSEL, PATRICIA H  
 Include This Stub With Your Payment

HASSEL, PATRICIA H  
 Include This Stub With Your Payment

PA-685/3 (R 8-15)

Name	David L. Hassel		
Parcel ID	854-9960-000		
Assessed Value -	Original	\$452,500	
Assessed Value -	Revised	\$433,800	
Payments Due	-18,700		
Lottery Credit/First Dollar		0.00	0.00
1/31		3,671.50	3,519.76
3/31		1,835.75	1,759.88
5/31		1,835.75	1,759.88
		<u>7,342.99</u>	<u>7,039.52</u>
			<u>303.47</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,426.46	1,367.51	58.95	53.71
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,734.32	1,662.64	71.68	65.32
MATC (VTAE)	01 0000 1412	0.8033489	363.52	348.49	15.03	13.69
1 Franklin Schools	01 0000 1411	8.7803398	3,973.10	3,808.91	164.19	149.60
State School Levy credit		-1.5825460	-716.10	-686.51	-29.59	
MMSD	01 0000 1413	1.2413147	561.69	538.48	23.21	21.15
		<u>16.2276018</u>	<u>7,342.99</u>	<u>7,039.52</u>	<u>303.47</u>	<u>303.47</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 749-0041-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Christine A. Sucevic	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$114,100	\$312,100	\$426,200	Res	\$114,100	\$291,400	\$405,500	-\$20,700
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to building info (incorrect square footage of main floor and basement)	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below.

- 1 Property Tax Bill



Name	Christine A Sucevic		
Parcel ID	749-0041-000 equated		
Assessed Value -	Original	\$426,200	
Assessed Value -	Revised	\$405,500	
Payments Due	-20,700		
Lottery Credit/First Dollar		0.00	0.00
1/31		3,458.11	3,290.15
3/31		1,729.05	1,645.08
5/31		1,729.05	1,645.08
		<u>6,916.21</u>	<u>6,580.30</u>
			<u>335.91</u>

		2024	Original	Adjusted	Difference	State
	GL A/R Acct	Rate	Amount	Amount		Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,343.56	1,278.30	65.26	59.46
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,633.51	1,554.18	79.33	72.28
MATC (VTAE)	01 0000 1412	0.8033489	342.39	325.76	16.63	15.15
1 Franklin Schools	01 0000 1411	8.7803398	3,742.18	3,560.43	181.75	165.60
State School Levy credit		-1.5825460	-674.48	-641.72	-32.76	
MMSD	01 0000 1413	1.2413147	529.05	503.35	25.70	23.42
		<u>16.2276018</u>	<u>6,916.21</u>	<u>6,580.30</u>	<u>335.91</u>	<u>335.91</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 754-0028-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Nashaat Z. Gerges	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$204,600	\$1,205,200	\$1,409,800	Res	\$204,600	\$1,199,300	\$1,403,900	-\$5,900
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction of square footage after walkthrough	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change.

NASHAAT Z GERGES  
 ENAS F GERGES  
 7219 S CAMBRIDGE DR  
 FRANKLIN WI 53132-1974

Property Address  
 7219 S CAMBRIDGE DR

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 357011**  
 Correspondence should refer to parcel number  
**PARCEL#: 7540028000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
204,600	1,205,200	1,409,800	0.9965	205,300	1,209,400	1,414,700	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	3,882.22	4,444.26	14.5%	Gross Property Tax 22,877.68
CITY OF FRANKLIN		3,420,529	3,538,487	4,664.24	5,403.40	15.8%	First Dollar Credit -79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	7,568.33	10,147.45	34.1%	Lottery Credit -255.16
MMSD				1,522.08	1,750.01	15.0%	Net Property Tax 22,543.27
MATC		4,518,534	4,549,722	991.67	1,132.56	14.2%	2025 GARBAGE & RECYCI 159.60
<b>Total</b>		45,488,865	47,786,712	18,628.54	22,877.68	22.8%	
				71.44	79.25	10.9%	
				265.93	255.16	-4.0%	
				18,291.17	22,543.27	23.2%	
School taxes reduced by school levy tax credit	\$2,231.07	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>			Net Assessed Value Rate (Does NOT reflect credits)		<b>TOTAL DUE FOR FULL PAYMENT</b>
			ACRES: 0.629	0.016227602			<b>PAYBY January 31, 2025</b>
							<b>▶ \$ 22,702.87</b>

**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 11303.67 DUE BY 01/31/2025  
 5699.60 DUE BY 03/31/2025  
 5699.60 DUE BY 05/31/2025

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	618.82	2025
FRANKLIN SCHOOL DIST	5,496,300.00	1,563.49	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

PA-685/3 (R. 8-15)

**PAY FULL AMOUNT OF:**  
 \$22,702.87

**AND PAY 2ND INSTALLMENT OF:**  
 \$5,699.60

**AND PAY 3RD INSTALLMENT OF:**  
 \$5,699.60

**OR PAY 1ST INSTALLMENT OF:**  
 \$11,303.67

**By March 31, 2025**

**By May 31, 2025**

**By January 31, 2025**

Amount Enclosed: \$ \_\_\_\_\_

Amount Enclosed: \$ \_\_\_\_\_

Amount Enclosed: \$ \_\_\_\_\_

**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357011  
**Parcel #**  
 7540028000  
**Alt. Parcel #**

**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357011  
**Parcel #**  
 7540028000  
**Alt. Parcel #**

**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 357011  
**Parcel #**  
 7540028000  
**Alt. Parcel #**

GERGES, NASHAAT Z  
 Include This Stub With Your Payment

GERGES, NASHAAT Z  
 Include This Stub With Your Payment

GERGES, NASHAAT Z  
 Include This Stub With Your Payment

Name	Nashaat Z. Gerges			
Parcel ID	754-0028-000 equated			
Assessed Value -	Original	\$1,409,800		
Assessed Value -	Revised	\$1,403,900		
Payments Due	-5,900			
Lottery Credit/First Dollar		0.00	0.00	0.00
1/31		11,438.84	11,390.96	47.88
3/31		5,719.42	5,695.48	23.94
5/31		5,719.42	5,695.48	23.94
		<u>22,877.68</u>	<u>22,781.92</u>	<u>95.76</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	4,444.26	4,425.66	18.60	16.95
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	5,403.40	5,380.78	22.62	20.61
MATC (VTAE)	01 0000 1412	0.8033489	1,132.56	1,127.82	4.74	4.32
1 Franklin Schools	01 0000 1411	8.7803398	12,378.52	12,326.72	51.80	47.20
State School Levy credit		-1.5825460	-2,231.07	-2,221.74	-9.33	
MMSD	01 0000 1413	1.2413147	1,750.01	1,742.68	7.33	6.68
		<u>16.2276018</u>	<u>22,877.68</u>	<u>22,781.92</u>	<u>95.76</u>	<u>95.76</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin Schools	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 804-9998-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name 7335 W Drexel Avenue, LLC		Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$165,200	\$147,800	\$313,000	Res	\$165,200	\$143,900	\$309,100	-\$3,900
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to square footage (a portion of "house with basement" is actually enclosed porch with no basement)	

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

7335 W DREXEL AVENUE, LLC  
 6702 HILL RIDGE DR  
 GREENDALE WI 53129-2723

Property Address  
 7335 W DREXEL AVE

STATE OF WISCONSIN  
**REAL ESTATE PROPERTY TAX BILL FOR 2024**  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 361195**  
 Correspondence should refer to parcel number  
**PARCEL#: 8049998000**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
165,200	147,800	313,000	0.9965	165,800	148,300	314,100	<input type="checkbox"/> A star in this box means unpaid prior year taxes
		<b>2023</b>		<b>2024</b>			
		Est. State Aids	Est. State Aids	2023	2024	% Tax	
		Allocated Tax Dist.	Allocated Tax Dist.	Net Tax	Net Tax	Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	750.76	986.70	31.4%	<b>Gross Property Tax</b> 5,079.24
CITY OF FRANKLIN		3,420,529	3,538,487	901.99	1,199.65	33.0%	<b>First Dollar Credit</b> -79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	1,463.59	2,252.91	53.9%	<b>Lottery Credit</b>
MMSD				294.34	388.53	32.0%	<b>Net Property Tax</b> 4,999.99
MATC		4,518,534	4,549,722	191.77	251.45	31.1%	2025 GARBAGE & RECYCI 159.60
<b>Total</b>		45,488,865	47,786,712	3,602.45	5,079.24	41.0%	
		<b>First Dollar Credit</b>		71.44	79.25	10.9%	
		<b>Lottery &amp; Gaming Credit</b>					
		<b>Net Property Tax</b>		3,531.01	4,999.99	41.6%	
School taxes reduced by school levy tax credit	\$ 495.34	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)		
		ACRES - 1.280			0.016227602		
		N 400 FT OF E 163.35 FT OF W 825.03 FT OF NW 15.5 21 EXC					

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY **January 31, 2025**  
**\$ 5,159.59**  
**Warning:** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable, penalty.  
**Failure to pay on time. See reverse.**

Installments may be paid as follows:  
 2659.61 DUE BY 01/31/2025  
 1249.99 DUE BY 03/31/2025  
 1249.99 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	137.39	2025
FRANKLIN SCHOOL DIST	5,496,300.00	347.12	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:** \$5,159.59  
**OR PAY 1ST INSTALLMENT OF:** \$2,659.61  
 By **January 31, 2025**

**AND PAY 2ND INSTALLMENT OF:** \$1,249.99  
 By **March 31, 2025**

**AND PAY 3RD INSTALLMENT OF:** \$1,249.99  
 By **May 31, 2025**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 361195  
**Parcel #**  
 8049998000  
**Alt. Parcel #**

Amount Enclosed. \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 361195  
**Parcel #**  
 8049998000  
**Alt. Parcel #**

Amount Enclosed: \$ \_\_\_\_\_  
**Make Check Payable and Mail to:**  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
**2024 Real Estate Property Bill #**  
 361195  
**Parcel #**  
 8049998000  
**Alt. Parcel #**

7335 W DREXEL AVENUE, LLC  
 Include This Stub With Your Payment

7335 W DREXEL AVENUE, LLC  
 Include This Stub With Your Payment

7335 W DREXEL AVENUE, LLC  
 Include This Stub With Your Payment

PA-685/3 (R. 8-15)

Name	7335 W Drexel Avenue, LLC			
Parcel ID	804-9998-000 equated			
Assessed Value -	Original	\$313,000		
Assessed Value -	Revised	\$309,100		
Payments Due	-3,900			
Lottery Credit/First Dollar		0.00	0.00	0.00
1/31		2,539.62	2,507.98	31.64
3/31		1,269.81	1,253.99	15.82
5/31		1,269.81	1,253.99	15.82
		<u>5,079.24</u>	<u>5,015.96</u>	<u>63.28</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	986.70	974.41	12.29	11.20
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,199.65	1,184.70	14.95	13.62
MATC (VTAE)	01 0000 1412	0.8033489	251.45	248.32	3.13	2.85
1 Franklin Schools	01 0000 1411	8.7803398	2,748.25	2,714.00	34.25	31.20
State School Levy credit		-1.5825460	-495.34	-489.16	-6.18	
MMSD	01 0000 1413	1.2413147	388.53	383.69	4.84	4.41
		<u>16 2276018</u>	<u>5,079.24</u>	<u>5,015.96</u>	<u>63.28</u>	<u>63.28</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 794-9996-011	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Khan Maqsood - Rev Trust	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols. d + e)	
Res	\$229,700	\$1,675,500	\$1,905,200	Res	\$229,700	\$1,469,100	\$1,698,800	-\$206,400
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to bath/fixture/FP count, removal of rec room (bsmt = unfin)	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

WASIUDDIN, ARSHI - REV TRUST  
 KHAN MAQSOOD - REV TRUST  
 9815 W WOELFEL RD  
 FRANKLIN WI 53132-1945

Property Address  
 9815 W WOELFEL RD

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

BILL NO. 359303  
 Correspondence should refer to parcel number  
 PARCEL#: 7949996011

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
229,700	1,675,500	1,905,200	0.9965	230,500	1,681,400	1,911,900	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	
MILWAUKEE COUNTY		4,350,816	4,354,589	4,965.37	6,005.96	21.0%	Gross Property Tax 30,916.81
CITY OF FRANKLIN		3,420,529	3,538,487	5,965.58	7,302.13	22.4%	First Dollar Credit -79.25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914	9,679.91	13,713.23	41.7%	Lottery Credit
MMSD				1,946.74	2,364.95	21.5%	Net Property Tax 30,837.56
MATC		4,518,534	4,549,722	1,268.35	1,530.54	20.7%	2025 GARBAGE & RECYCL 159.60
<b>Total</b>		<b>45,488,865</b>	<b>47,786,712</b>	<b>23,825.95</b>	<b>30,916.81</b>	<b>29.8%</b>	
		<b>First Dollar Credit Lottery &amp; Gaming Credit Net Property Tax</b>		<b>71.44</b>	<b>79.25</b>	<b>10.9%</b>	
				<b>23,754.51</b>	<b>30,837.56</b>	<b>29.8%</b>	
School taxes reduced by school levy tax credit	\$3,015.07	<b>IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.</b>		Net Assessed Value Rate (Does NOT reflect credits)			
		ACRES: 0.859		0.016227602			

CSM NO. 8700, SE 8-5-21, LOT 1

**TOTAL DUE FOR FULL PAYMENT**  
 PAY BY January 31, 2025

**\$ 30,997.16**

**Warning** If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and if applicable penalty  
 Failure to pay on time See reverse.

Installments may be paid as follows

15578.38 DUE BY 01/31/2025  
 7709.39 DUE BY 03/31/2025  
 7709.39 DUE BY 05/31/2025

FOR INFORMATIONAL PURPOSES ONLY  
 Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	836.28	2025
FRANKLIN SCHOOL DIST	5,496,300.00	2,112.90	2025

RETAIN THIS PORTION AS YOUR COPY  
**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**PAY FULL AMOUNT OF:**

\$30,997.16

**OR PAY 1ST INSTALLMENT OF:**

\$15,578.38

By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**

\$7,709.39

By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**

\$7,709.39

By May 31, 2025

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359303

Parcel #  
 7949996011

Alt. Parcel #

WASIUDDIN, ARSHI - REV TRUST

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359303

Parcel #  
 7949996011

Alt. Parcel #

WASIUDDIN, ARSHI - REV TRUST

Include This Stub With Your Payment

Amount Enclosed: \$ \_\_\_\_\_

Make Check Payable and Mail to:

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770

2024 Real Estate Property Bill #  
 359303

Parcel #  
 7949996011

Alt. Parcel #

WASIUDDIN, ARSHI - REV TRUST

Include This Stub With Your Payment

PA-6853 (R. 8-15)

Name	Khan Maqsood - Rev Trust		
Parcel ID	794-9996-011 equated		
Assessed Value -	Original	\$1,905,200	
Assessed Value -	Revised	\$1,698,800	
Payments Due		-206,400	
Lottery Credit/First Dollar		0.00	0.00
1/31		15,458.41	13,783.73
3/31		7,729.20	6,891.87
5/31		7,729.20	6,891.87
		<u>30,916.81</u>	<u>27,567.46</u>
			<u>3,349.35</u>

	2024	Original	Adjusted	Difference	State
	Rate	Amount	Amount		Report
					Difference
State Tax	0 0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3 1524053	6,005.96	5,355.31	650.65
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01 0198 5543	3.8327391	7,302.13	6,511.06	791.07
MATC (VTAE)	01 0000 1412	0.8033489	1,530.54	1,364.73	165.81
1 Franklin Schools	01 0000 1411	8.7803398	16,728.30	14,916.04	1,812.26
State School Levy credit		-1.5825460	-3,015.07	-2,688.43	-326.64
MMSD	01 0000 1413	1.2413147	2,364.95	2,108.75	256.20
		<u>16.2276018</u>	<u>30,916.81</u>	<u>27,567.46</u>	<u>3,349.35</u>
					<u>3,349.35</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

## 2024 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
-----------------	--------------	------------------------	----------	-------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 848-0525-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Victory of the Lamb, Inc (Corporation)		Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col g) Total Assessment Difference (cols. c - f)
Class	(col a) Land	(col b) Improvement	(col c) Total Value (cols a + b)	Class	(col d) Land	(col e) Improvement	(col f) Total Value (cols d + e)	
Res	\$56,600	\$270,900	\$327,500	Res	\$0	\$0	\$0	-\$327,500
Total								

Personal Property				
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest	
Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)(c)	Statute explanation Correction of palpable error
Additional explanation Exemption correction	

# 2024 Request for Chargeback of Rescinded or Refunded Taxes

**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number

**Attachments**

You must attach the documents listed below

- 1 Property Tax Bill



Name	Victory of the Lamb, Inc.			
Parcel ID	848-0525-000			
Assessed Value -	Original	\$327,500		
Assessed Value -	Revised	\$0		
Payments Due		-327,500		
Lottery Credit/First Dollar		-79.25	0.00	-79.25
1/31		2,657.28	0.00	2,657.28
3/31		1,328.64	0.00	1,328.64
5/31		1,328.64	0.00	1,328.64
		<u>5,314.55</u>	<u>0.00</u>	<u>5,235.29</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	1,032.41	0.00	1,032.41	939.41
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	3.8327391	1,255.23	0.00	1,175.97	1,070.04
MATC (VTAE)	01 0000 1412	0.8033489	263.10	0.00	263.10	239.40
1 Franklin Schools	01 0000 1411	8.7803398	2,875.56	0.00	2,875.56	2,616.53
State School Levy credit		-1.5825460	-518.28	0.00	-518.28	
MMSD	01 0000 1413	1.2413147	406.53	0.00	406.53	369.91
		<u>16.2276018</u>	<u>5,314.55</u>	<u>0.00</u>	<u>5,235.29</u>	<u>5,235.29</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.7803398
Oak Creek/Franklin School	01 0000 1418	7.1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type
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**Property Information**

<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 803-0013-001	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Victory of the Lamb, Inc (Corporation)	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

**Real Estate**

Assessment Before Adjustment			Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)	
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement		(col. f) Total Value (cols. d + e)
Res	\$92,700	\$291,400	\$384,100	Res	\$0	\$0	\$0	-\$384.100
Total								

**Personal Property**

<input type="checkbox"/> Manufacturing <input type="checkbox"/> Non-manufacturing	Property category	Before adjustment	After adjustment	Difference
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**Non-manufacturing Interest**

Paid Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total non-manufacturing interest refunded/rescinded
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**District Information**

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

**Explanation**

I certify the total net taxes were rescinded or refunded to the taxpayer  Yes  No

Reference 74.33(1)(c)	Statute explanation Correction of palpable error
Additional explanation Exemption correction	



**Preparer**

Name	Title
Email	Phone

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

**Submission Information**

Co-muni Code	Submission Type	Submission Date	Confirmation Number
--------------	-----------------	-----------------	---------------------

**Attachments**

You must attach the documents listed below.

1. Property Tax Bill

CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728

Please inform the treasurer of any address change

VICTORY OF THE LAMB, INC  
 11120 W LOOMIS RD  
 FRANKLIN WI 53132-9636

Property Address  
 7707 W PLAINSVIEW DR

STATE OF WISCONSIN  
 REAL ESTATE PROPERTY TAX BILL FOR 2024  
 CITY OF FRANKLIN  
 MILWAUKEE COUNTY

**BILL NO. 360833**  
 Correspondence should refer to parcel number  
**PARCEL#: 8030013001**

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes
92,700	291,400	384,100	0.9965	93,000	292,400	385,400	
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
MILWAUKEE COUNTY		4,350,816	4,354,589		1,210 84	100.0%	6,233 03
CITY OF FRANKLIN		3,420,529	3,538,487		1,472 16	100.0%	-79 25
FRANKLIN SCHOOL DIST		33,198,986	35,343,914		2,764 67	100.0%	Net Property Tax
MMSD					476 79	100.0%	6,153 78
MATC		4,518,534	4,549,722		308 57	100.0%	2025 GARBAGE & RECYCL
<b>Total</b>		45,488,865	47,786,712		6,233 03	100.0%	159.60
School taxes reduced by school levy tax credit		\$ 607.86			79 25	100.0%	
First Dollar Credit Lottery & Gaming Credit					6,153 78	100.0%	
Net Property Tax							<b>TOTAL DUE FOR FULL PAYMENT</b>
Net Assessed Value Rate (Does NOT reflect credits)					0.016227602		<b>PAY BY January 31, 2025</b>
ACRES - 0 282							<b>\$ 6,313.38</b>

FOREST MEADOWS LOT 13 & OUTLOT 13  
 ARCHLAND

FOR INFORMATIONAL PURPOSES ONLY  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425 00	168 59	2025
FRANKLIN SCHOOL DIST	5,496,300 00	425 97	2025

RETAIN THIS PORTION AS YOUR COPY  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**Warning** If not paid by due dates installment option is lost and total tax is delinquent subject to interest and if applicable penalty  
**Failure to pay on time. See reverse**

Installments may be paid as follows

3236 50	DUE BY 01/31/2025
1538 44	DUE BY 03/31/2025
1538 44	DUE BY 05/31/2025

PA-685/3 (R. 8-15)

**PAY FULL AMOUNT OF:**  
 \$6,313.38  
**OR PAY 1ST INSTALLMENT OF:**  
 \$3,236.50  
 By January 31, 2025

**AND PAY 2ND INSTALLMENT OF:**  
 \$1,538.44  
 By March 31, 2025

**AND PAY 3RD INSTALLMENT OF:**  
 \$1,538.44  
 By May 31, 2025

Amount Enclosed. \$ \_\_\_\_\_  
 Make Check Payable and Mail to  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 360833  
 Parcel #  
 8030013001  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 360833  
 Parcel #  
 8030013001  
 Alt. Parcel #

Amount Enclosed: \$ \_\_\_\_\_  
 Make Check Payable and Mail to:  
 CITY OF FRANKLIN  
 TREASURER  
 9229 W LOOMIS ROAD  
 FRANKLIN WI 53132-9728  
 414-425-4770  
 2024 Real Estate Property Bill #  
 360833  
 Parcel #  
 8030013001  
 Alt. Parcel #

VICTORY OF THE LAMB, INC  
 Include This Stub With Your Payment

VICTORY OF THE LAMB, INC  
 Include This Stub With Your Payment

VICTORY OF THE LAMB, INC  
 Include This Stub With Your Payment

Name	Victory of the Lamb, Inc.			
Parcel ID	803-0013-001 equated			
Assessed Value -	Original	\$384,100		
Assessed Value -	Revised	\$0		
Payments Due		-384,100		
Lottery Credit/First Dollar		-79.25	0.00	-79.25
1/31		3,116.52	0.00	3,116.52
3/31		1,558.26	0.00	1,558.26
5/31		1,558.26	0.00	1,558.26
		<u>6,233.03</u>	<u>0.00</u>	<u>6,153.78</u>

		2024	Original	Adjusted		State
	GL A/R Acct	Rate	Amount	Amount	Difference	Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.1524053	1,210.84	0.00	1,210.84	1,101.99
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198.5543	3.8327391	1,472.16	0.00	1,392.91	1,267.68
MATC (VTAE)	01.0000.1412	0.8033489	308.57	0.00	308.57	280.83
1 Franklin Schools	01.0000.1411	8.7803398	3,372.53	0.00	3,372.53	3,069.35
State School Levy credit		-1.5825460	-607.86	0.00	-607.86	
MMSD	01.0000.1413	1.2413147	476.79	0.00	476.79	433.93
		<u>16.2276018</u>	<u>6,233.03</u>	<u>0.00</u>	<u>6,153.78</u>	<u>6,153.78</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01.0000.1411	8.7803398
Oak Creek/Franklin Schools	01.0000.1418	7.1856896
Whitnall Schools	01.0000.1419	7.2005082
No Sewer		0.0000000

TOTAL

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 02/19/2025</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of February 19, 2025.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of February 19, 2025.



414-425-7500

**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**February 19, 2025 – 5:45 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Extraordinary Entertainment &amp; Special Event 5:45 p.m.</b>	<b>Mulligan's Irish Pub &amp; Grill</b> Event: St. Patrick's Day Weekend Party Person in Charge: Brian Francis Location: 8933 S 27th Street Date of Event: 3/15/2025 and 3/17/25			
<b>Operator 2024-2025 New 6:00 p.m.</b>	<b>James Chase</b> Ricky's Double Barrell Inn			
<b>Operator 2024-2025 New</b>	<b>Richard Bradley</b> Ricky's Double Barrell Inn			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 2/19/2025</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated January 31, 2025 through February 13, 2025 Nos. 201462 through Nos. 201704 in the amount of \$ 1,916,957.16. Also included in this listing are EFT Nos. 5968 through EFT Nos. 5979, Library vouchers totaling \$ 273.42, Tourism vouchers totaling \$ 710.00, Water Utility vouchers totaling \$ 247,592.76 and Property Tax Refunds in the amount of \$ 22,118.45. Voided checks in the amount of \$ (1,269.52) are separately listed.

Early release disbursements dated January 31, 2025 through February 12, 2025 in the amount of \$ 460,175.73 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a property tax disbursement, EFT No. 538 dated February 10, 2025 in the amount of \$ 21,675.50. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated February 7, 2025 is \$ 462,372.02, previously estimated at \$ 476,000. Payroll deductions dated February 7, 2025 are \$ 256,342.53, previously estimated at \$ 272,000.

The estimated payroll for February 21, 2025 is \$ 485,000 with estimated deductions and matching payments of \$ 534,000.

Approval to release payment to Velo Village Apartments LLC for TID 7 2024 contractual MRO payment in the amount of \$ 816,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of February 13, 2025 in the amount of \$ 1,916,957.16
- Payroll dated February 7, 2025 in the amount of \$ 462,372.02 and payments of the various payroll deductions in the amount of \$ 256,342.53 plus City matching payments and
- Estimated payroll dated February 21, 2025 in the amount of \$ 485,000 and payments of the various payroll deductions in the amount of \$ 534,000, plus City matching payments.
- Approval to release payment to Velo Village Apartments LLC in the amount of \$ 816,000.

**ROLL CALL VOTE NEEDED**