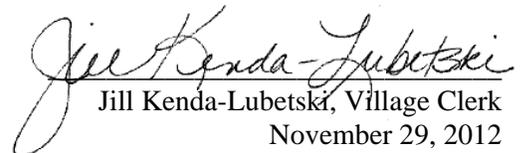


**VILLAGE BOARD MEETING**  
**Monday, December 3, 2012**  
**Earl McGovern Board Room, 6:30 P.M.**



**PLEASE TAKE NOTICE** that a meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard – WisDOT Presentation of Preliminary Design for STH 57/Green Bay Road
- IV. Consideration of Minutes: November 19, 2012 – Regular Meeting
- V. Unfinished Business
- VI. New Business
  - A) Water Utility SCADA (Supervisory Control and Data Acquisition) Replacement
  - B) Amending JFS Housing Inc./Deerwood Crossing Phase II Development Agreement
  - C) Review Updated Original Village Relocation Order Resolution #12-
  - D) Resolution No. 12-, “Authorizing Submittal of Application for an Urban Forestry Grant for 2013”
  - E) 2013 Tentative Meeting Schedule
  - F) Paperless Communications
- VII. Village President’s Report
- VIII. Village Manager’s Report
- XI. Adjournment

  
Jill Kenda-Lubetski, Village Clerk  
November 29, 2012

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION:</b> Village Board
<b>ITEM DESCRIPTION:</b> Wisconsin Department of Transportation Presentation - Preliminary Design of STH 57/ Green Bay Road
<b>PREPARED BY:</b> Nathaniel Piotrowski, Community Development Director <i>Nate Piotrowski</i>
<b>REPORT DATE:</b> November 28, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b> <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.

## BACKGROUND INFORMATION:

The Wisconsin Department of Transportation (DOT) is proposing a resurfacing project on Green Bay Road State Highway 57 from Teutonia Avenue north into Mequon in 2018. The DOT is bringing forward information on the project that they intend to share at a public open house here at the Village Hall on January 8<sup>th</sup> from 4:30- 6:30 p.m.

Staff has met previously with DOT personnel and their consultants, Crispell Snyder, to relay our concerns and issues related to Green Bay Road. Staff has provided several suggestions some of which have been accepted and others which have not. A summary of these suggestions are below:

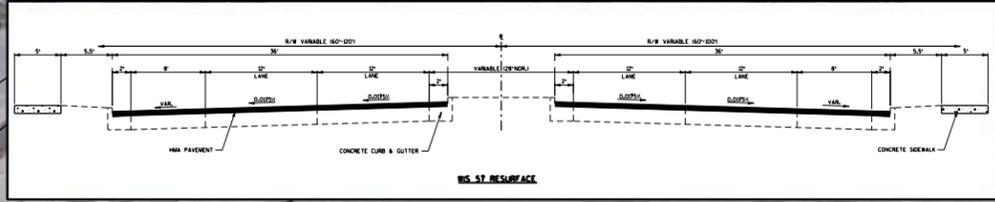
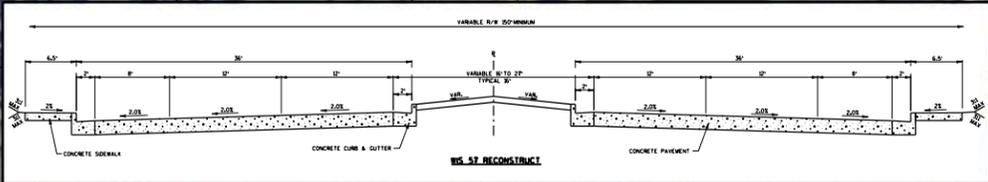
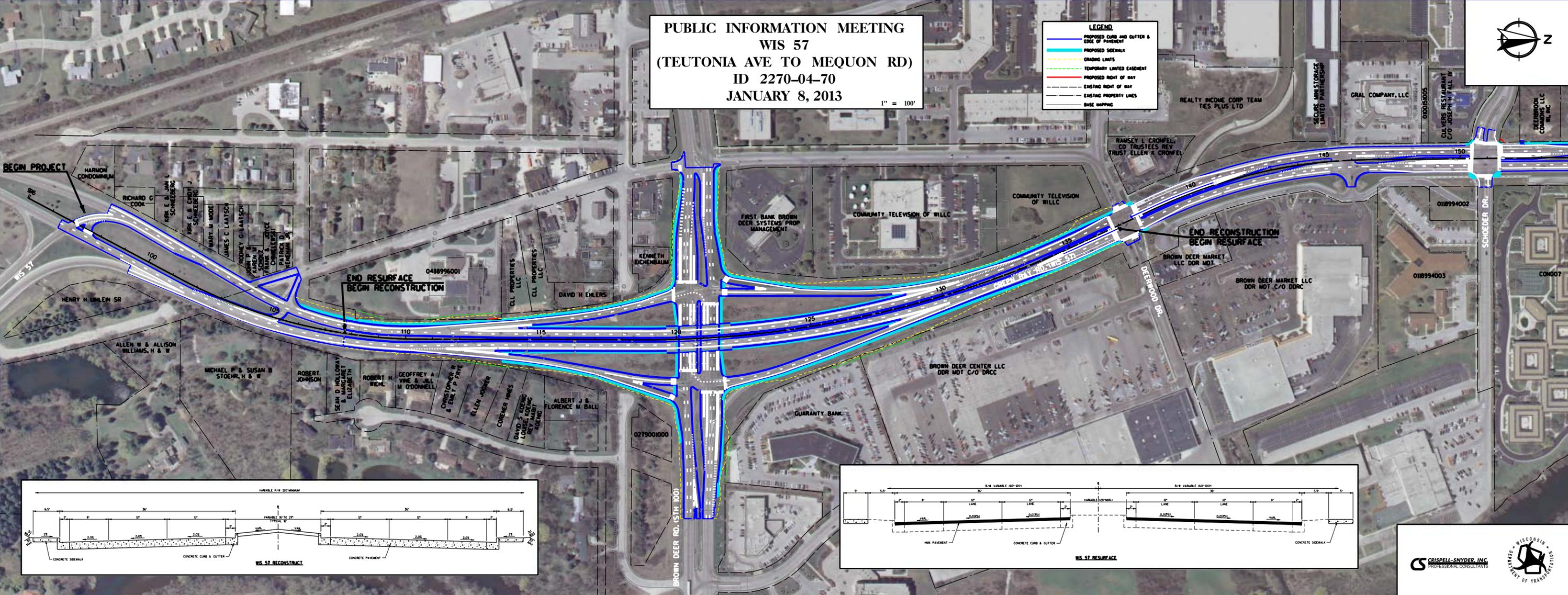
- **Sidewalk connections along both sides of Green Bay Road** – *included*. This assumes an 80% state / 20% Village cost share
- **Additional turn lane - westbound Deerwood Drive (near Marketplace)** – *not included*
- **Signals at County Line Road** – *not included*. Warrants are not met, however new turn lanes and access controls are added
- **Roundabout at Teutonia Intersection** – *not included*. Consultants conducted a study and analysis (on file with Staff) of safety and functionality at the intersection and found some deficiencies particularly with “u-turn” traffic. A roundabout would solve the identified issues but is more costly when compared to other solutions that would allow for u-turns. The roundabout option could be considered if there was a Village cost share.
- **Green Bay Road/ Brown Deer Road overpass removal or change** - *not included*. Village Staff asked for an alternative analysis to review whether an at-grade intersection, a change in ramp locations or a flipping of which road passes over the other be considered. Consultants conducted an analysis (on file with Staff) that looked only at flipping which road passed over the other and where signals would be located. The other two Staff suggestions were dismissed before review. The consultant report suggested the current configuration was most suitable and cost effective.

This presentation offers the Village Board an opportunity to provide feedback in advance of the larger public meeting to get input on the proposed design.

**PUBLIC INFORMATION MEETING**  
**WIS 57**  
**(TEUTONIA AVE TO MEQUON RD)**  
**ID 2270-04-70**  
**JANUARY 8, 2013**

1" = 100'

- LEGEND**
- PROPOSED CURB AND GUTTER & EDGE OF PAVEMENT
  - PROPOSED SIDEWALK
  - GRADING LIMITS
  - TEMPORARY LIMITED EASEMENT
  - PROPOSED RIGHT OF WAY
  - EXISTING RIGHT OF WAY
  - EXISTING PROPERTY LINES
  - BASE MAPPING

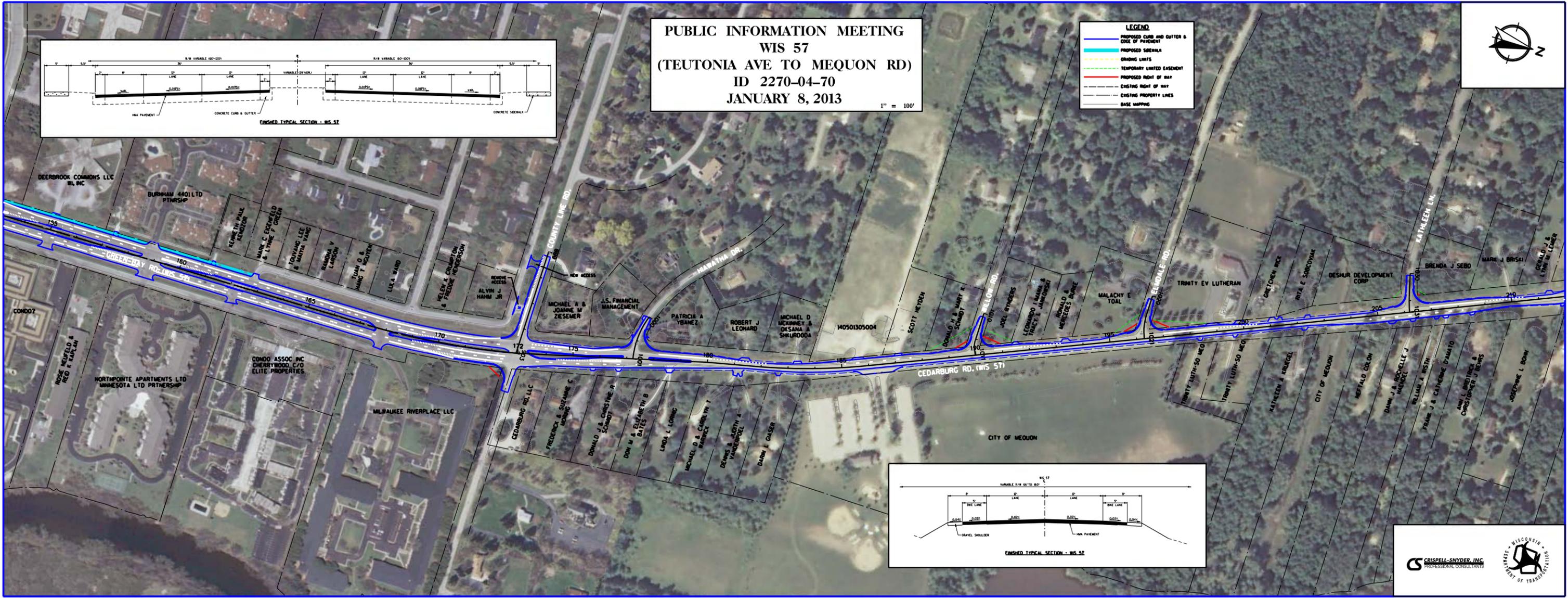
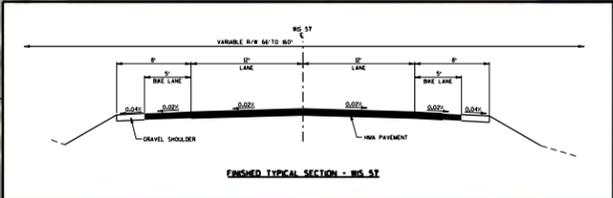
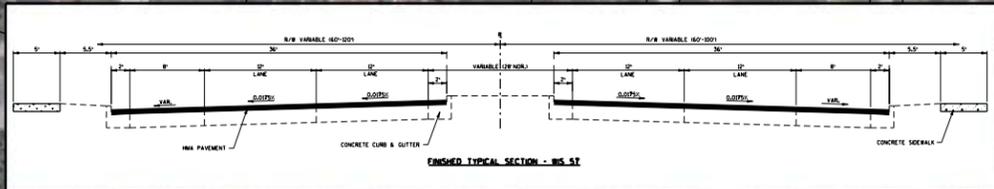


PUBLIC INFORMATION MEETING  
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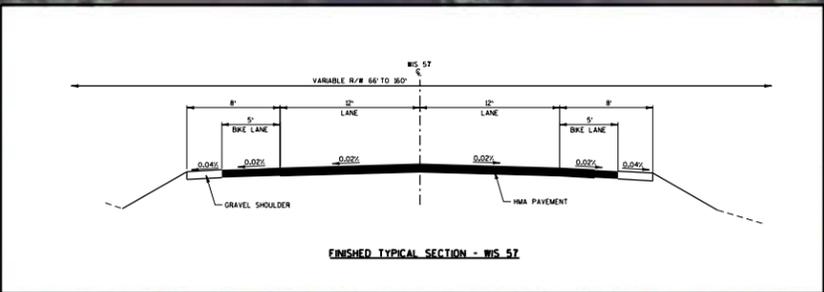
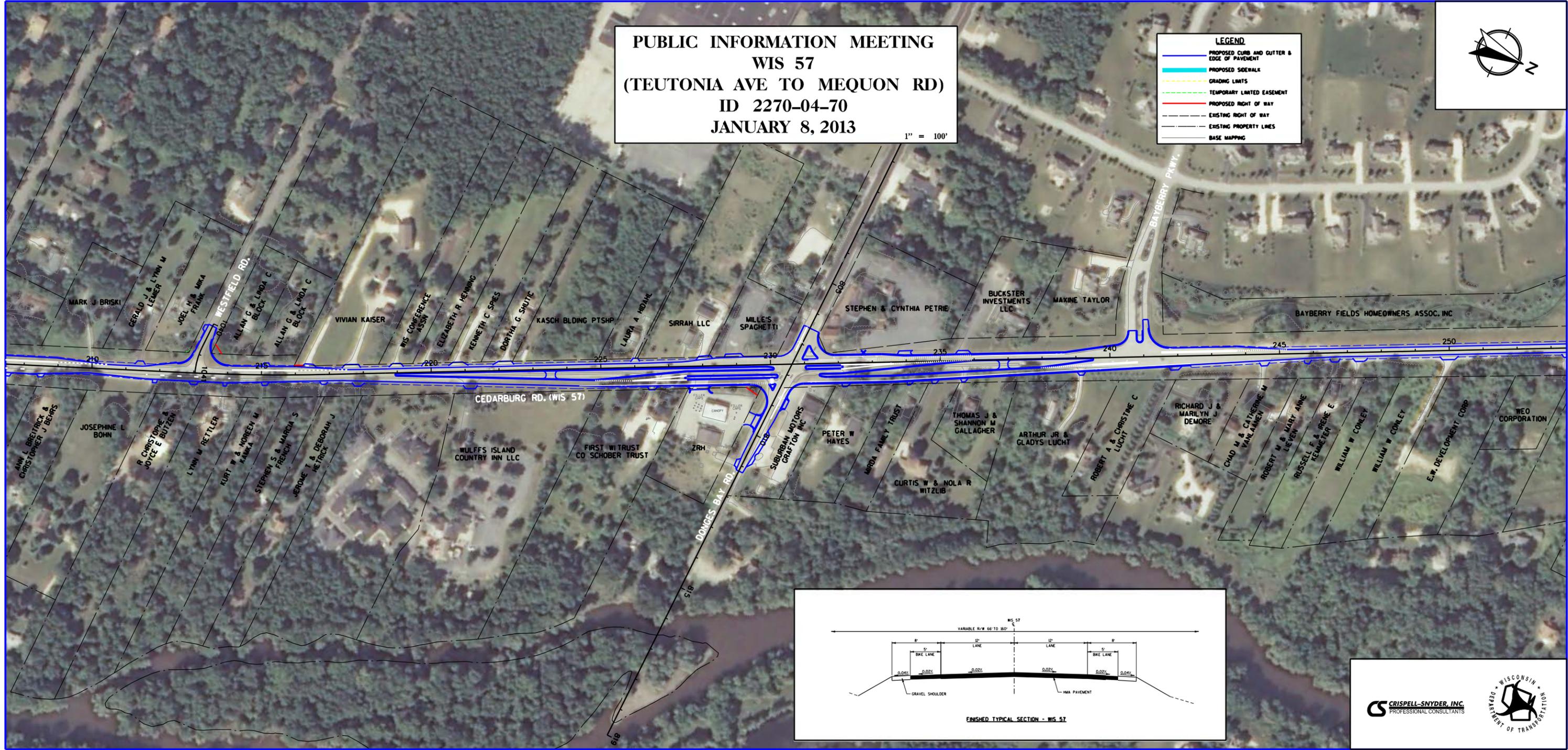


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**CRISPELL-SNYDER, INC.**  
 PROFESSIONAL CONSULTANTS

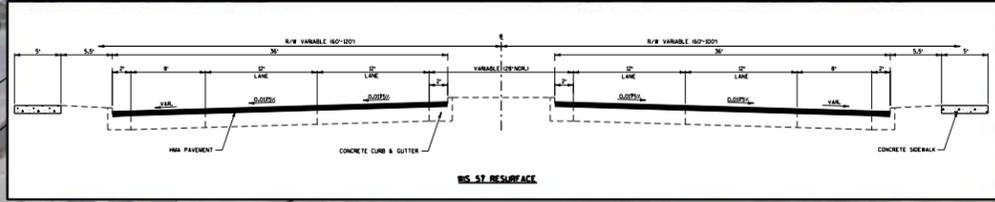
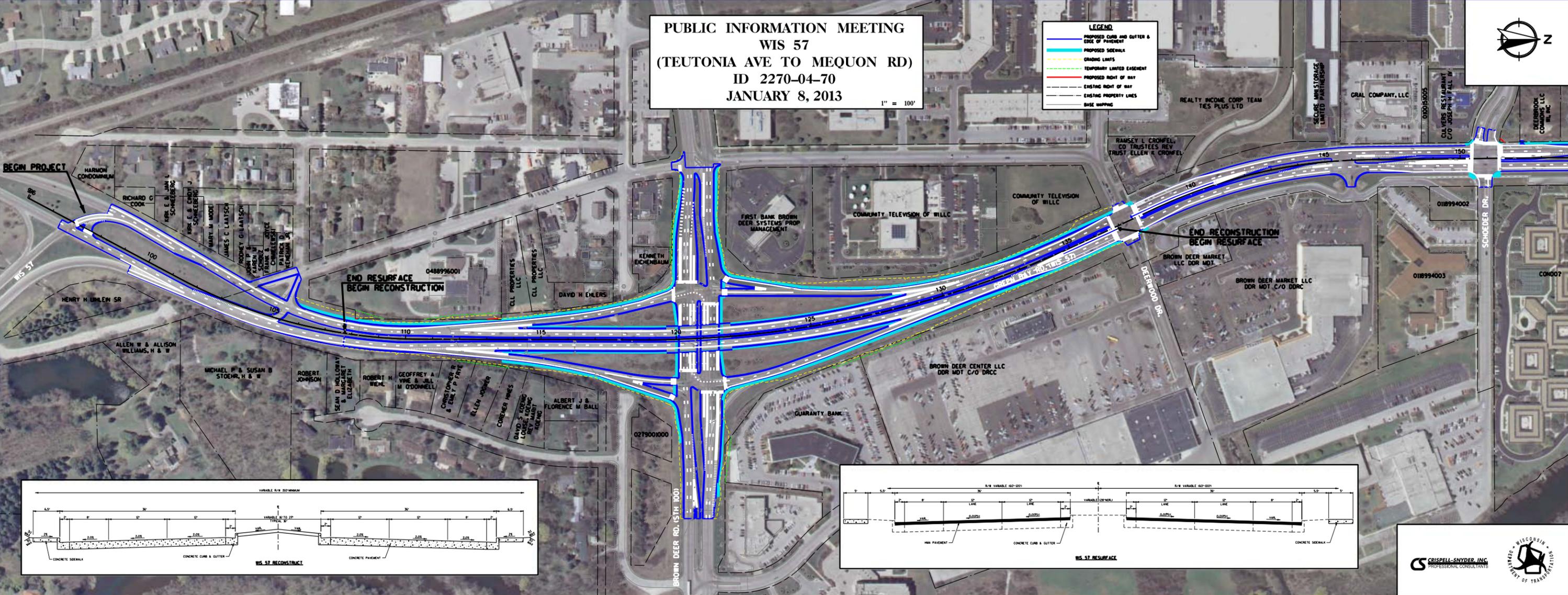




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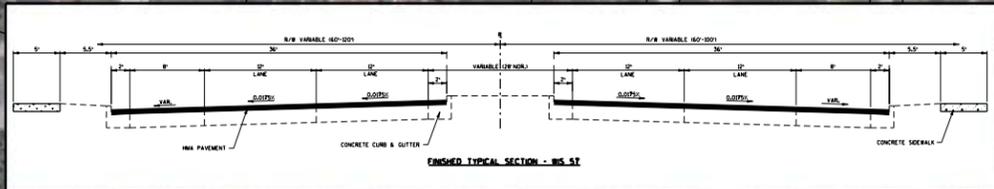
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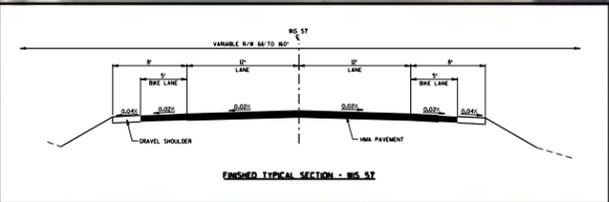
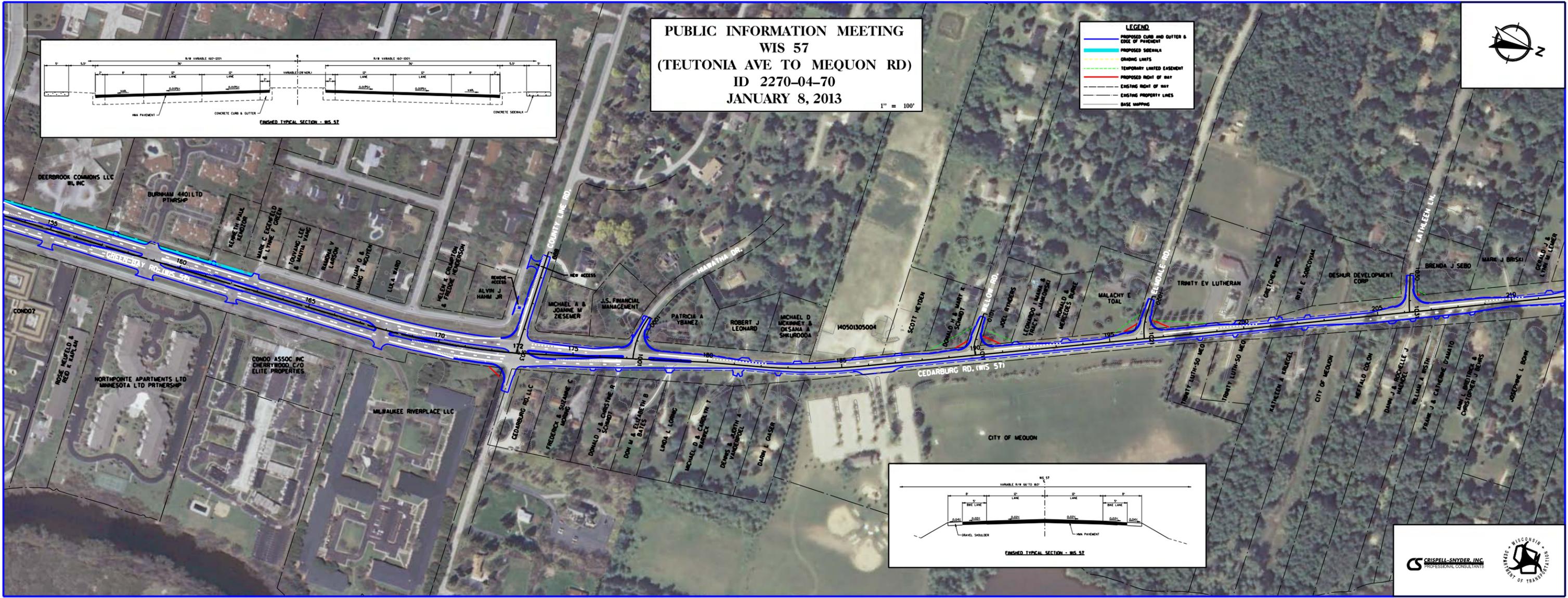
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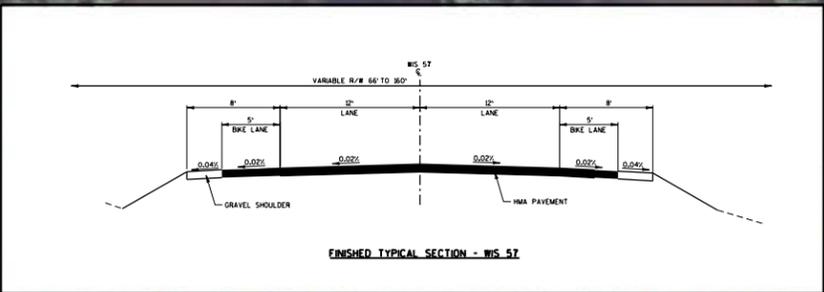
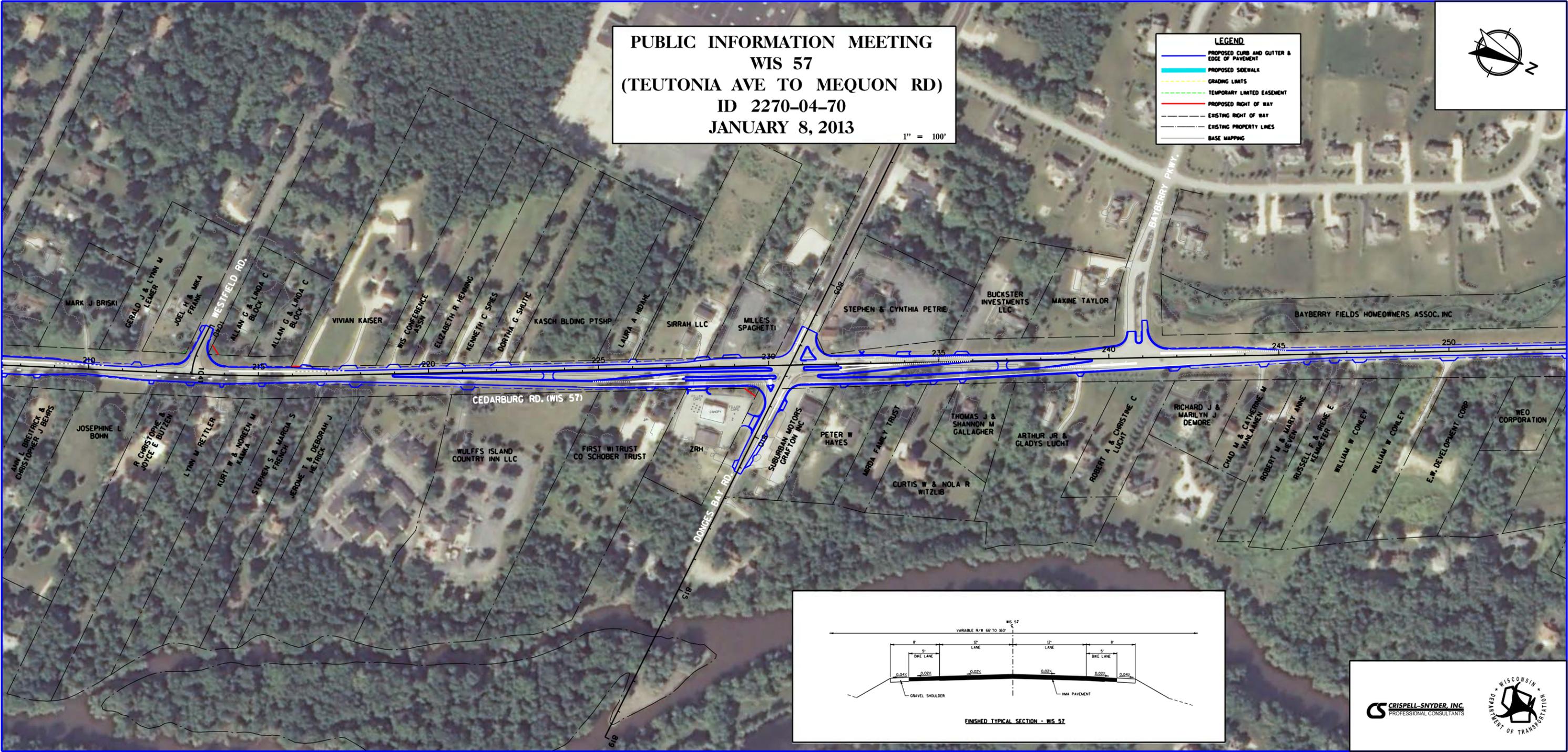


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PROFESSIONAL CONSULTANTS







President Krueger provided an overview of the recommendation to making a permanent outdoor seating area at Brown Deer Lanes. Mr. Piotrowski added the use of the outdoor seating area at this time is conditional and is based on a year review of the outdoor seating area. A positive recommendation was forwarded from the Plan Commission to make the use permanent. Chief Rinzel reiterated Mr. Piotrowski's comments by saying the Police Department received no complaints pertaining to the outdoor seating area.

*It was moved by Trustee Weddle-Henning and seconded by Trustee Schilz to approve the permanent development agreement for outdoor restaurant seating at Brown Deer Lanes, 4715 West Bradley Road . The motion carried unanimously.*

**C) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the Arbon Drive – West Green Brook Drive Lighting System”**

Trustee Oates introduced the next six agenda items explaining these are merely housekeeping items that have been positively recommended from the Finance and Public Works Committee.

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, “A Resolution Assessing the Electric Energy and Maintenance Costs of the Arbon Drive – West Green Brook Drive Lighting System”. The motion carried unanimously.*

**D) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the Brown Deer Business Park Subdivision Lighting System”**

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, “A Resolution Assessing the Electric Energy and Maintenance Costs of the Brown Deer Business Park Subdivision Lighting System”. The motion carried unanimously.*

**E) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the Brown Deer Corporate Park Subdivision Lighting System”**

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, “A Resolution Assessing the Electric Energy and Maintenance Costs of the Brown Deer Corporate Park Subdivision Lighting System”. The motion carried unanimously.*

**F) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the North Kildeer Court – West Brown Deer Road Lighting System”**

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, “A Resolution Assessing the Electric Energy and Maintenance Costs of the North Kildeer Court – West Brown Deer Road Lighting System”. The motion carried unanimously.*

**G) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the Opus North Subdivision Lighting System”**

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, “A Resolution Assessing the Electric Energy and Maintenance Costs of the Opus North Subdivision Lighting System”. The motion carried unanimously.*

**H) Resolution No. 12- “A Resolution Assessing the Electric Energy and Maintenance Costs of the Park Plaza and Addn #1 Subdivisions Lighting System”**

*It was moved by Trustee Oates and seconded by Trustee Schilz to adopt Resolution No. 12-, "A Resolution Assessing the Electric Energy and Maintenance Costs of the Park Plaza and Addn. #1 Subdivisions Lighting System". The motion carried unanimously.*

**I) Resolution No. 12- "A Resolution Assessing Service Charges for Recycling and Yard Waste Collection on Residential Units"**

Mr. Berner announced that the Treasurer reviewed the charges and they are consistent with last year's charges.

*It was moved by President Krueger and seconded by Trustee Oates to adopt Resolution No. 12-, "A Resolution Assessing Service Charges for Recycling and Yard Waste Collection on Residential Units". The motion carried unanimously.*

**J) 2012 Budget amendments**

Mr. Berner apologized to the Board for not providing the resolution in the packet. Trustee Oates reviewed the resolution that outlines the items being added to the 2012 Budget and noted the Finance and Public Works Committee recommended the budget amendments.

*It was moved by President Krueger and seconded by Trustee Oates to adopt Resolution No. 12-, "In the Matter of Amending the Village of Brown Deer 2012 Annual Budget". The motion carried unanimously.*

**K) Dean Road Amendment**

Mr. Piotrowski reviewed his memorandum and noted that the Village's contracted engineer, Ayres Associates, revised their contract to create final plans for the Dean Road Street and Sidewalk Reconstruction. Reconstruction is still proposed for 2013 and Staff is waiting for notification from the Safe Routes to School grant before bringing the project to the Village Board for final approval. The total contract amendment is for \$19,100. Mr. Berner added funds have been borrowed through previous bonding to cover design and construction expenses.

*It was moved by Trustee Oates and seconded by Trustee Boschert to approve Ayres Contract Amendment to create final plans for the Dean Road Street and Sidewalk Reconstruction in an amount not to exceed \$19,100. The motion carried unanimously.*

**L) Contract Amendment with Ayres Associates for 60th Street Engineering**

Mr. Piotrowski stated that he would like to withdraw this item from the Board's attention to make use of grant funding. He further stated that the project would be delayed slightly in order to utilize grant funding with project completion remaining on schedule for 2015.

No action was taken.

**M) September 2012 Financial Reports**

Trustee Oates noted that the only changes to the reports have to do with aesthetics pertaining to font and graphics. Mr. Berner highlighted that revenues are exceeding expenditures.

*It was moved by President Krueger and seconded by Trustee Oates to approve the September 2012 Financial Reports. The motion carried unanimously.*

**N) Consideration of Vouchers**

*It was moved by President Krueger and seconded by Trustee Oates to approve the vouchers from September 28, 2012 through October 26, 2012 in the amount of \$731,090.46. The motion carried unanimously.*

**O) Extended Holiday Hours**

Mr. Janecke reviewed the requests made by two area retailers asking for exceptions to the ordinance pertaining to business hours regulated for the purpose of the "Black Friday" shopping event. In response to a number of area retailers opening at 12:00 a.m. on November 23, 2012, McDonald's has asked to do the same, while h.h.Gregg is requesting to open at 10:00 p.m. on November 22, 2012. Mr. Janecke introduced Duane Panty, Store Manager from h.h.Gregg, who is on hand to answer any questions the Board may have. Chief Rinzel added that officers are available for that night.

Trustee Boschert inquired if any other stores are opening on Thanksgiving. Staff responded saying American TV will be opening at 8:00 p.m. on Thanksgiving night.

President Krueger asked Mr. Panty if h.h.Gregg was advertising heavily for this event, similar to a number of their competitors. Mr. Panty responded to President Krueger's inquiry and mentioned the amount of advertising that is taking place for this event and then detailed the company policy that addressed theft prevention and violence. Trustee Oates inquired into the number of people that will be allowed in the store at one time. Mr. Panty replied that their ordinance allows for 350 people to be in the store at one time, but they will be limiting that to 150.

*It was moved by Trustee Weddle-Henning and seconded by Trustee Baker to approve the request from h.h.Gregg and McDonald's as requested for Extended Holiday Hours. The motion carried 6-1 with Trustee Oates voting in opposition.*

**VII. Village President's Report**

Village President Krueger reported on the following:

- The recent ICC meeting
- Status of the EMS County Agreement
- Trustees contacting Representative Dan Knodl and Senator Alberta Darling regarding hotel taxes
- Possible increase in the state Gas Tax

**VIII. Interim Village Manager's Report**

Mr. Berner reported on the following:

- Meeting with legal counsel regarding the Haughton Case review
- Personnel Issues

**IX. Recess into Closed Session pursuant to §19.85 (1) (c) Wisconsin Statutes for the following reasons:**

- (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of reviewing applications for the position as Village Manager.

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 7:10 p.m. The motion carried unanimously.*

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to reconvene into Open Session at 9:31 p.m. The motion carried unanimously.*

**X. Adjournment**

*It was moved by Trustee Springman and seconded by President Krueger to adjourn at 9:32 p.m. The motion carried unanimously.*

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Jill Kenda-Lubetski, Village Clerk





## Kamp / Synergy, LLC

9434 N. 107th Street  
Milwaukee, Wisconsin 53224  
Tel: 414-354-6700  
Fax: 414-354-6701

October 29, 2012

Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223

Attn: Mike Rau

Re: SCADA System Upgrade Proposal

Dear Mike-

We appreciate the opportunity to provide this proposal to upgrade the Water SCADA System for Brown Deer. It is our intent to provide all the hardware, software, and features that you have listed with some added benefits that I have added. Some of the objectives that we can achieve through this proposal are:

- Provide openly available, off-the-shelf products, both hardware and software that represent present technology used in the Water market,
- Eliminate obsolete or old hardware as much as possible
- Improve the radio communications to current technology
- Provide battery backed power to maintain flow and chemical totals and setpoints
- Provide current software versions for Windows 7 that allow backup of files
- Provide a reporting package that you can adjust if needed and will adapt to the new on-line DNR format
- Provide alarming for both voice and SMS text messaging
- Maintain a high level of security
- Provide remote internet access through smart phone app or remote computer
- Maintain the existing control logic and SCADA function
- Improve computer and touchscreen terminal HMI interface and screens for fast and easy system access
- Incorporate new SCADA inputs as listed
- Provide a smooth transition during the change-over with minimal disruption.
- Provide alarming of all critical points at the end of the day
- Provide accurate documentation and drawings when complete, including copies of application software and purchased software licenses

## **General Scope of Work**

At present, there is a SCADA panel with Modicon PLC at the 43<sup>rd</sup> St. Standpipe/vault. At the 60<sup>th</sup> St. vault there is a Modicon PLC with a Bristol RTU above in the chemical building. At the Water Office, there is a Central SCADA panel with embedded computer that polls data from the remote sites, does centralized control, creates alarms, logs data and creates monthly reports. This also uses a Bristol RTU and proprietary HydroLink software. Alarming is done through a Sensaphone 2000 auto-dialer. The present system communicates with obsolete licensed UHF radios operating at 452.51250 MHZ.

Kamp Synergy had installed the previous SCADA system back in 1999 which used Modicon PLCs at all sites. The Central SCADA computer used Wonderware InTouch software for general operator interface, alarming, trending and report generation. In 2005, the Central panel and computer were replaced. The Modicon PLC at the 60<sup>th</sup> St. vault was modified to accommodate the chemical revisions and the Bristol RTU added for pacing the chemical pumps. The Modicon PLC at 43<sup>rd</sup> St. standpipe is basically the same with slight modifications.

We have the original documented Modicon PLC programs from prior to 2005 for all sites including the Central PLC. We have downloaded the present Modicon programs from the 43<sup>rd</sup> St. and 60<sup>th</sup> St. vaults and listed the revisions since 2005. We have the drawings for the Bristol RTU in the 60<sup>th</sup> St. chemical building and should be able to reproduce the scales and pacing in the new Allen-Bradley PLC. Given that, along with the earlier program from the Modicon Central PLC, we feel confident that we can upgrade the system to an Allen-Bradley PLC platform with minimal disruption.

Some additions will be made at the 43<sup>rd</sup> St and 60<sup>th</sup> St stations:

- Incorporate the chlorine residual monitors
- Incorporate and wire the 43<sup>rd</sup> St magmeter to measure forward and reverse flowrate
- Add analog inputs to connect to City of Milwaukee 4-20ma signals along with existing flow pulse signals

## **Radio Communications**

Your present system uses licensed UHF radios that operate with a 25KHZ bandwidth. While your existing license was renewed in 2004 and is valid until 2014, the FCC is requiring all 25KHZ radios to be replaced with bandwidths of 12.5 KHZ or 6.25 KHZ by January 1, 2013. By doing this, they open up more available frequencies to the public. This is one reason to upgrade your radios.

Since late 1996, and more practically around year 2000, the FCC opened up unlicensed frequency bands in the 902-928 MHZ range. Radios were required to co-exist with

other radios in the same area without interference. These unlicensed radios not only do not require an FCC license, but also do not have height restrictions for mounting the antennas. Normally, you mount an antenna on a water tower/standpipe and use it as a repeater out to remote sites. It creates a better radio system because of this height advantage.

In your case, there is an added benefit. By changing over to the new style unlicensed radios, we can change the system over in pieces, leaving the old system run while adding the new. During the transition, we can set up the new Central PLC panel and computer alongside the old system, using both the old and new radios rather than be forced into changing everything over at one time. I go into more detail for the change-over below. Please note that the unlicensed radios have become a standard for SCADA radios today.

The unlicensed radios that we are proposing are the FGR2-CU serial radio made by Freewave Technologies. We have installed over 750 of these radios and find them to be an excellent radio with great company support and built-in diagnostics. To begin with, we would mount an antenna on the 43<sup>rd</sup> St. standpipe railing and install a small cabinet in the base of the standpipe by the ladder. This would have a battery backed radio that will repeat to vaults there at 43<sup>rd</sup> St and to 60<sup>th</sup> St. By adding the panel by the ladder, we do not need to do any trenching to the vault.

At the Office site and vault sites, we will install a temporary antenna to match this 902-928 MHZ range. Once the system is completed, we will have replaced the old 452 MHZ antennas with new.

These radios can operate at the same 24VDC as the PLCs, therefore you do not need the 12VDC power supply used for the licensed radios.

### **System Hardware**

We propose using a small Micrologix 1400 PLC from Allen-Bradley at all the sites including the Central panel. It has 20 discrete inputs, 12 outputs, 4 analog inputs and 2 analog voltage outputs. It also has two serial ports, an Ethernet port and can be expanded outward for more I/O. I have included some literature that shows this in more detail.

### **43<sup>rd</sup> St. Vault**

I see that that the equipment in the SCADA panel is from the original 1999 upgrade and the door mounted terminal is obsolete and unplugged. Since there is basically the PLC, battery backed power supply, lightning protection, door mounted operator terminal and some terminal blocks here, we thought this would be a good time to replace the sub-panel with all new parts and replace the door mounted operator terminal. These new

parts on the sub-panel with shop time to build it represents \$1,212.00. In the end, all parts are new "off-the shelf" parts, with properly labeled wires and terminal blocks. This also makes the change-over easier, since everything is pre-wired and tested in advance and wiring is done in our shop rather than at the site.

The panel is DC battery backed for a minimum of 8 hours. This is good for maintaining flow totals, chemical totals and pump runtimes. It also means that you can communicate the standpipe level to the central panel and computer for this period during power outages.

I would replace the old door mounted operator terminal with a new 7" Maple Systems touchscreen terminal. You can use this to show all local I/O and other information from the 60<sup>th</sup> St. station too along with the ability to scale any analog input or change control setpoints locally.

I have included AutoCAD drawings showing the I/O points with material lists and some basic product literature for you to review.

#### 60<sup>th</sup> St. Vault and Chemical Building

Since there is a fair amount of wiring to the existing PLC in the vault, we felt it would be better to replace that PLC along with the Bristol RTU above and link them together with an Ethernet cable. They will work as though they were one PLC, but keep the field wiring to a minimum. Also, because we have the existing Modicon PLC program for the vault, the change-over time will be shorter if we separate that logic from the logic needed to replace the Bristol RTU above.

Since the cost for the new touchscreen terminals are inexpensive these days, I have included a 7" touchscreen terminal below in the vault. This is nice if you are down there and want to view other information from the chemical building or 43<sup>rd</sup> St. You can also use this for scaling any analog inputs or changing control setpoints locally. The cost to include this local touchscreen terminal is \$785.00 in case you do want to omit it. You can also get a smaller 4.3" terminal for \$300.00 less.

I see that this panel has been modified over the years more than at 43<sup>rd</sup> St. The DC battery backup was replaced with a 120V UPS, which does not hold up power as long as DC backed. Water damage has removed much of the terminal block labels. Once again, since the parts do not represent a large cost and change-over time is improved, we would replace the sub-panel with a new sub-panel and all new parts.

#### Chemical Building SCADA

The Bristol RTU would be replaced with an Allen-Bradley Micrologix 1400 PLC with associated I/O and connects to the same model PLC in the vault. Once the change-over is completed, we would move the new radio above and have the new radio

antenna mounted off the peak of the roof. We should be able to reproduce the logic to pace the chemicals and monitor local I/O based on the Starnet drawings that you provided us.

There is plenty of room to mount the new parts into the place of the Bristol RTU and the power supply and UPS could remain as is. If you think you would like to DC battery back this PLC the same as down in the vault, we can add this for \$220.00.

We would remove the embedded PC, RTU and replace the door mounted monitor. Since the computer will be trending all the chemical use and other analog values, you probably only need a 7" touchscreen terminal for local interface. Larger touchscreen terminals are also available if you think you want to display more information. The new Maple Systems terminals can be set to graph analogs, such as flowrate or chemical usage as a real-time graph.

### Central PLC Panel

The Central PLC panel would be 24" X 24" and contain an Allen-Bradley Micrologix 1400 PLC (same as at the remote sites), lightning and surge protection, 24VDC power supply, unlicensed radio and 5-port Ethernet switch. It would be battery backup with a 750VA UPS. Although you have a Sensaphone 2000 auto-dialer, I have included a smaller Sensaphone 4-point auto-dialer that would be used only in the event that the computer fails. All the normal alarming would be done in the computer.

The Central PLC panel will do all the central radio communications, central flow and pump control, hold flow and chemical totals and pass all data on to the SCADA computer. If the SCADA computer fails, communication and control is maintained.

After change-over, the existing antenna would be replaced with one tuned to the 902-928 MHZ frequency. During change-over, we would provide a temporary antenna.

### Computer Equipment

#### Computer/Monitors

It is our understanding that the Village will provide the SCADA computer and monitors along with any backup computer. I have included some optional pricing if you are interested. The computer is fairly generic and we can suggest an equivalent to what we have been using from Dell. It should include Windows Professional 7-32 bit and have Microsoft Office installed. One thing we would suggest is to mount a larger wall mounted monitor near the panel to give you a system overview and alarm screen. You can still keep the smaller desk monitor for other use. I have included the cost for a 750VA UPS to back the new computer. The computer would connect to the Central PLC panel through an Ethernet cable. You may want to provide a separate network card to isolate the SCADA system from the Village network.

## Software

### SCADA HMI software

We propose to provide Wonderware InTouch software to replace the HydroLink software. This would be a 2000 tag runtime license. I did check and the Village still owns an older version of Wonderware from prior to 2005 (60K tag), but the cost to upgrade it would be more than to buy a new version. This will provide you with your SCADA operating screens, indicate active alarms, allow control and alarm setpoint changes, provide analog trending screens, keep time-stamped logs and provide levels of security. Because of the volume of Wonderware applications we have done, we are not only an integrator but also an OEM integrator. This provides us with better pricing, support and I/O tag options. Please note that all software licenses are registered to the Village, not to Kamp Synergy.

### Auto-dialer Alarming

We have provided a small 4-point Sensaphone dialer to create a "backup" alarm dialer in the event the computer or PLC dies, but your primary alarm dialer would be through a software package called Win-911/Pro. They have made recent improvements and compatibility with generic voice modems to be competitive over other software dialer packages, such as SCADAAlarm. Win-911 features:

- Windows generated text to speech messages based on text alarms eliminating WAV files
- Provides SMS text message alarms, email, paging
- Includes WIN-411 Report call in
- Alarm Log Manager allows you to view, sort and arrange your alarm history

We include an internal voice modem to be inserted in the Village provided SCADA computer.

### Custom Reporting

To create custom DNR reports, we include a software package called XLReporter made by Sytech. It pulls data off from the Wonderware SCADA and places it into an Excel sheet based on a time basis. Typically this would be daily and monthly times, but any other time base may be used. We have created monthly reports matching standard DNR requirements. Since the DNR is still working out their requirements for automatic reports through some kind drop-box arrangement, it is our understanding that this will be done through a form of XML insertion which should be convertible from the Excel forms. One advantage of using the Excel reporting is that you can manually adjust numbers in the event a flowmeter or chemical scale is out.

Excel reports, along with other software on the SCADA system, can be shared or backed up over your Village network. You can also do this through mirrored drives or pocket USB drives.

### Remote Access

Although there are a number of available remote access software packages available for remote internet access, we have been using Logmein.com for this. It is secure, easy to use and has a free app for smart phones. It requires that you provide an email account at your SCADA computer and costs \$70.00 per year for their Logmein.com Pro version. This gives remote access, file transfer, and remote printing ability. You can use their free demo version, but it is worth buying the yearly service. It requires a secure computer name, computer password, account name and password. You can also require additional password protection to access the Wonderware if you want.

### Change-Over Procedure

1. Step one involves work that does not affect the existing system:
  - a. Build the new Central PLC panel and sub-panels for the remote sites.  
Test at Kamp Synergy shop.
  - b. Program all touchscreen terminals and test with PLCs connected.
  - c. Install software onto the Village purchased computer
  - d. Set up the new radio system:
    - i. Install the radio repeater panel at the 43<sup>rd</sup> St. Standpipe
    - ii. Install a temporary antenna for the new radios at the Office, 43<sup>rd</sup> St, and 60<sup>th</sup> St.
    - iii. Test radio signals for strength, noise and data throughput
  - e. Run new magmeter wiring at the 43<sup>rd</sup> St station to monitor forward/reverse flow.
  - f. Mount new door mounted touchscreens in both vault SCADA panels
  - g. Install a new Ethernet cable at 60<sup>th</sup> St. between the SCADA panel in the vault to the MCC SCADA section above.
2. During winter while 43<sup>rd</sup> St is normally shut down, replace the sub-panel and door mounted touchscreen terminal. This should be done in one day.
  - a. Verify that the valves operate correctly
  - b. Verify that the flow meter signals are correct
  - c. Wire in the forward/reverse flow contact from the Badger magmeter. The 4-20ma flowrate signal remains the same, but the forward/reverse flow contact will be configured on the magmeter and a pair of wires run to the PLC discrete input.
  - d. The remaining pump control and building alarms can be tested. We understand that the pumps normally are not run, but will be programmed as they were before.

- e. All I/O and control verified at the SCADA computer.
3. At the 60<sup>th</sup> St. station, while the chemicals are not needed, change-over the sub-panel;
  - a. The new sub-panel can be set on the floor and wires extended from the existing panel to the new sub-panel. Radio will be connected here with temporary radio antenna.
  - b. Calibrate and verify analog inputs (flowrates and pressures)
  - c. Verify that the 43<sup>rd</sup> St. Standpipe level and flowrates are available.
  - d. Test valve control
  - e. This can be done in one day. If needed, this can be wired back to the existing SCADA system over night.
  - f. Once valve control is confirmed, replace the existing sub-panel and mount the new sub-panel. Wire remaining signals and test I/O back to the computer.
4. At the 60<sup>th</sup> St. chemical building;
  - a. Remove the door mounted monitor and embedded PC that is not working. Replace with the new touchscreen display and bezel.
  - b. Verify the calibration of all analog signals. Verify on field devices or measure 4-20ma signals and scale against Bristol system readings.
  - c. Remove the Bristol RTU and install a new terminal strip to match the Bristol terminals.
  - d. Install the new PLC and wire to the new terminal strip
  - e. Verify communications to the A-B PLC in the vault
  - f. Verify chemical scales and pacing
  - g. Note: The existing Milwaukee flowmeter pulses run to the Bristol RTU panel above and through relays are sent back down to the Modicon PLC. When the conversion is completed here, remove the retransmitted pulses. If it is your wish to connect to the City of Milwaukee 4-20ma signals, we can do that too. For stations like this, we provide inputs for both pulse and 4-20ma and add them together. In that way, you can choose one or the other.
5. At this point, the hardware conversion is complete. Along with this;
  - a. Confirm computer alarming and auto-dialer operation
  - b. Test "backup" hardware dialer for computer/PLC fail
  - c. Verify trending and graphing in Wonderware
  - d. Verify security levels
  - e. Verify network backup procedure
  - f. Confirm reports

## Project Timeline

- Assuming that the project will be awarded by Nov. 16, here is how I see the schedule:
  - Nov. 16-Jan.1
    - Verify field wiring
    - Create design drawings
    - Procure all materials (This is \$24,000.00)
    - Get Village supplied computer and monitor
    - Install the Standpipe radio repeater and antenna. Test the radio signals at all sites.
    - Install temporary radio antennas.
    - Start building the Central PLC and sub-panels
  - Jan. 1-March 15
    - Do preliminary install as listed
    - Do in-house software configuration
  - March 15-May 1
    - Final in-house testing
    - Convert system
  - May 1-June 1
    - Training and documentation
    - Verify reports
    - Punchlist items

## Misc. Items

- Warranty- We warranty the hardware for one year, including labor to replace.
- Wonderware does offer an Extended Service agreement, but we feel that for the cost of it, you could buy a new license in three years. If you need to upgrade your system, they generally will offer a trade-up for less cost than new, as long as it retains the number of tags.
- Kamp Synergy maintains service parts in stock and is available for service 24/7. We have two service vans and three software personnel available. I have included our standard service and warranty policy.

## Cost Summary

The cost to provide the SCADA system upgrade, including all installation, software, and materials is **\$51,800.00**. We would also like to offer these options:

- |    |   |                                 |
|----|---|---------------------------------|
| 1. | Omit the proposed 7" touchscreen terminal from the 60 <sup>th</sup> St. vault SCADA panel             | Deduct \$785.00<br>from the bid |
| 2. | Install a 4.3" color touchscreen terminal at the 60 <sup>th</sup> St. vault SCADA panel in lieu of 7" | Deduct \$300.00                 |

- |    |  |                |
|----|--|----------------|
| 3. | Cost to provide a Dell Optiplex 990MT computer with 4GB Ram, 500GB SATA, 2 <sup>nd</sup> NIC card, external speakers, Windows Pro 7-32 bit, Microsoft Office Home and Business, 23" U2312H monitor with adjustable stand, graphics card for wall mounted monitor | Add \$1,400.00 |
| 4. | Cost to provide and install a 40" LED wall mounted monitor/TV Samsung UN40EH6000 for system overview   | Add \$1,095.00 |
| 5. | Cost to provide DC battery backup for the 60 <sup>th</sup> St. Chemical Building PLC   | Add \$220.00   |

- Pricing does not include State of local sales tax.

Other documents included in this proposal:

- Preliminary AutoCAD drawings for each site with material listed. This includes a One-Line diagram of the general system
- Literature for the major hardware & software. Please let me know if you would like more.
- Kamp Synergy Service and Warranty Policy

We look forward to the opportunity of working with the Village on this upgrade. Please let me know if you require any other information for this, have questions or other thoughts on this.

Sincerely,

Kamp Synergy LLC

William L. Treloar, PE



## Kamp / Synergy, LLC

9434 N. 107th Street  
Milwaukee, Wisconsin 53224  
Tel: 414-354-6700  
Fax: 414-354-6701

### Service & Warranty Policy for Kamp Synergy LLC

Our standard warranty period is (12) months after final completion, unless noted elsewhere. This generally is when the City has taken over operation of the equipment and would be responding to alarm call-out. Warranty covers normal hardware failure that is not caused by acts of God (flooding, tornados, wind damage, flooding, fire, etc), improper 120VAC power beyond the specifications of the hardware, and neglect or improper response to alarm conditions.

Since typical SCADA systems are integrated with both hardware and control software, we will provide a list of phone numbers for the programmer and hardware service personnel that worked on your project. Our personnel can be reached 24 hours per day. Are people are cross-trained so that someone will be available to help if trouble arises.

We keep all hardware used on your project on our service shelves and have your custom software ready to load into the PLCs, terminals, and computers. We are not dependent on outside firms for service parts or software.

Most normal problems are resolved over the telephone, either by talking over the problem, or by going on-line with the remote access software. Many cases involve understanding how the control is operating or how the software screens work. We do not charge for telephone support within the first year, and not after that unless it is over a half hour of support time.

Response time is normally within 24 hours. We do not charge extra for emergency service.

## Water Department SCADA System Upgrade Agreement

This Agreement between the Village of Brown Deer (hereinafter "Village") and Kamp/Synergy LLC (hereinafter Kamp") made on December 5, 2012 is to provide a SCADA System Upgrade for the Village of Brown Deer. The System shall meet the following requirements:

1. Project Approach
  - The system will meet the goals and objectives identified in the proposal.
  - Kamp will maintain current operation, and monitoring capabilities during system upgrade
  - Schematic drawing of the proposed SCADA system will be provided to Village
2. System Hardware and Software
  - Software capabilities shall be as described in the proposal
  - Service and Equipment warranties shall be as described in the proposal
3. Project Timeline shall be as described in the proposal
4. Project Cost
  - Cost to meet base requirements of the project are set forth in the proposal
  - Separate cost(s) for any options are provided in the proposal
5. All items which were included in the proposal are made part of this agreement.
6. Included in this agreement by incorporation herein is the LLC SCADA System upgraded Kamp/Synergy Proposal, dated October 29, 2012, including the supplemental clarifications also attached hereto and incorporated herein.
7. Kamp/Synergy will backup the systems database daily to the Villages LAN server. The Village will provide the services of knowledgeable, qualified personnel to assist in this process.
8. Kamp/Synergy will provide reports to be generated daily and/or archived, which shall be reviewed and approved by the Village.
9. The SCADA system upgrade shall be installed and operating the Villages water system on or before June 1, 2013. The Village reserves the right to have an independent engineer or equivalent audit the system to verify completion. The 1 year period for parts and service warranty will begin on the date the Upgrade is installed and operating the System to the Village's satisfaction.
10. In consideration for the above work the Village agrees to pay Kamp/Synergy LLC for the SCADA System Upgrade, per the schedule included in the October 29, 2012 proposal.
11. Kamp/Synergy shall provide the Village of Brown Deer with a certificate of insurance showing adequate coverage of not less than \$1,000,000.00
12. The Village shall make partial payments to Kamp/Synergy for work done and equipment partial work done when equipment is delivered to the applicable job site.
13. The Village shall made final payment to Kamp/Synergy when the system is complete and is accepted by the Village.



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	November 27, 2012 Community Development Authority Agenda Items
<b>PREPARED BY:</b>	Nathaniel Piotrowski, Community Development Director <i>Nate Piotrowski</i>
<b>REPORT DATE:</b>	November 28, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	See Items Below
<b>EXPLANATION:</b>	<p>A summary of the CDA's agenda item and recommendation is listed below. There is one item that requires Village Board action. Please note that the initial staff report was in the previously distributed committee packet. Attached for your review is the draft CDA meeting minutes of November 27, 2012 along with a memo from the CDA counsel, a TIF District financial analysis and a redline copy of the substitute development agreement. If you need another copy of the CDA packet, please contact me.</p> <p><b>CDA Agenda items requiring action:</b></p> <p><b>1) Amending the JFS Housing Inc./Deerwood Crossing Phase II Development Agreement</b></p> <p><b>Recommendation:</b> Recommend approval of the substitute development agreement subject to a favorable summary at the Village Board on the impact of the changes on TIF closure</p> <p><b>Requested Action:</b> Included are a pair TIF analyses from the Village Treasurer that reveal the TIF district, while losing some revenue under the revised agreement, would still have a positive cash flow allowing closure to occur on schedule. This TID, which dates back to the creation of Bradley and Algonquin Manors and extends through the major changes visible at and near 43<sup>rd</sup> and Bradley Road, is our most successful TIF District. There is also expected to be another positive increment generated on the remaining General Capital land. Therefore it is requested that the Village Board motion to approve the Substitute Development Agreement for JFS Housing Inc./Deerwood Crossing Phase II</p>

**BROWN DEER COMMUNITY DEVELOPMENT AUTHORITY  
NOVEMBER 27, 2012 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 5:32 P.M.

**I. Roll Call**

Present: Village President Krueger, Trustee Tim Schilz, Scott Fleming, John Coons, Ted Wagner

Also Present: Dave Berner, Interim Village Manager; Matt Janecke, Assistant Village Manager; Nate Piotrowski, Community Development Director; John Fuchs, Village Attorney; Alan Marcuvitz, CDA counsel

Excused: Claude Williams Jr., Ron Kundinger

**II. Persons Desiring to be Heard**

None.

**III. Consideration of Minutes: August 1, 2012 Meeting**

*It was moved by Mr. Fleming and seconded by Trustee Schilz to approve the minutes from the August 1, 2012 meeting. The motion carried unanimously.*

**IV. Report of Staff**

Mr. Dave Berner introduced himself as the Interim Village Manager and provide a synopsis of his professional experience.

**VII. New Business**

*It was consensus of the committee to take up the new business item first prior to recessing into closed session.*

**A) Amending the JFS Housing, Inc./Deerwood Crossing Phase II Development Agreement**

Attorney Marcuvitz provided a synopsis of the changes to the Deerwood Crossing Phase II Development Agreement. He noted the two major changes involved the beginning and end dates of construction which were pushed back from 2012 to 2013 and that the overall guaranteed value of the project was dropping from \$2,250,000 to \$1,625,000.

Mr. Fleming asked why the value was dropping. Mr. Steve Schnoll of General Capital Group explained that the project plan had changed from providing market rate apartments to providing units that were subsidized. These new units have a lower estimated value. Additionally, the project would provide three less units than what was originally contemplated.

Mr. Berner asked if Staff had completed a review of the value change on the overall TIF District. Mr. Piotrowski replied that this was not done but it could be prepared for the Village Board.

Mr. Fleming asked about the capital structure of the project. Mr. Schnoll replied that the project was leveraging \$5,872,000 for construction from a variety of sources including WHEDA, Milwaukee County, local banks and Jewish Family Services.

Mr. Fleming stated that he felt the proposal for phase two was still worthwhile as a land use but wanted to make sure that the value change did not have a negative impact on the TIF District.

*It was moved by Mr. Fleming and seconded by Mr. Wagner to recommend approval of the Substitute Development Agreement with JFS Housing Inc./Deerwood Crossing Phase Two subject to a favorable summary at the Village Board on the impact of the changes on TIF closure. The motion carried unanimously.*

**V. Recess into Closed Session pursuant to §19.85 (1)(e) Wisconsin Statutes for the following reasons:**

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

1. Real Estate

*It was moved by Mr. Fleming and seconded by Trustee Schilz to recess into closed session at 6:20p.m. The motion carried unanimously.*

**VI. Reconvene into Open Session for Possible Action on Closed Session Deliberations**

*It was moved by Trustee Schilz and seconded by Mr. Coons to reconvene into open session at 6:50 p.m. The motion carried unanimously.*

No action was taken on closed session deliberations.

**VIII. Adjournment**

*It was moved by Trustee Schilz and seconded by Mr. Coons to adjourn at 6:51 p.m. The motion carried unanimously.*



\_\_\_\_\_  
Nate Piotrowski, Community Development Director

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**MEMORANDUM**

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CLIENT-MATTER: 017340-0001

**TO:** JFS – Phase II file  
**FROM:** Alan Marcuvitz  
**DATE:** November 24, 2012  
**SUBJECT:** Deerwood II

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I. As established –

- A. Village was called upon to sell two land parcels to JFS.
  - 1. 1.0761 remnant acreage, at same price per acre as previous sale – making P.P. = \$528,000.
  - 2. Woodale lot, for 50,000
  - 3. Total P.P. was to be \$578,000
- B. JFS was to build 30 units and deliver an in-place value by January 1, 2013 of \$2,250,000.
- C. Village subsidy was calculated using the same ratio of subsidy to value as in Deerwood I, 15.91%.  $\$2,250,000 \times 15.91\% = \$358,000$ .
- D. The P.P. of \$578,000 was reduced by the \$358,000 subsidy, to \$220,000.
- E. Village agreed to reduce \$220,000 to 1, if JFS would incorporate a community facility into Bradley I. JFS did so (in fact, a better facility was incorporated, and Village paid \$105,000 of extra costs incurred).

II. As proposed for modification.

- A. JFS wants to retain ownership of the land and build 30 units in 2013, delivering in-place value of \$1,625,000 by January 1, 2014.
- B. Net Purchase price of land changes.
  - 1. Value remains \$578,000.
  - 2.  $15.91\% \times \$1,625,000 = 258,500$
  - 3.  $578,000 - 258,500 = 319,500$

4. Community facility credit remains \$220,000.
  5. Make up price adjustment is \$99,500. JFS should pay that now.
- C. Other changes in D.A., as noted.

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**SUBSTITUTE DEVELOPMENT AGREEMENT**  
**JFS HOUSING, INC. / DEERWOOD CROSSING, PHASE II**

THIS SUBSTITUTE DEVELOPMENT AGREEMENT (“Agreement”), made as of the \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2012, by and between the Village of Brown Deer, Wisconsin (“Village”), and the Community Development Authority of the Village of Brown Deer, Wisconsin (“CDA”), collectively referred to herein as “Brown Deer,” and JFS Housing, Inc., referred to as “JFS” (individually, each of the foregoing is a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Brown Deer desires to encourage development, eliminate blight and prevent blight within the Village; and

WHEREAS, for these purposes, Village has created Tax Incremental District No. 2 (“TID No. 2”) pursuant to Wisconsin Statutes; and

WHEREAS, for these purposes, Brown Deer has also established Redevelopment District #1 (the “R.D.”) pursuant to Wisconsin Statutes; and

WHEREAS, for \$99,500 (to be paid by JFS to Brown Deer by June 1, 2013), JFS has entered into a Purchase Agreement with purchased from Brown Deer ~~to acquire~~ an approximate 1.08 acre site at North Teutonia Avenue and West Bradley Road identified as Tax Key Number 086-8887-005 within TID No. 2 and the R.D. and a 0.699 acre site on West Woodale Avenue identified as Tax Key Number 086-8887-003, ~~both~~. JFS also owns Lot 1 of CSM 8149, a portion of which Lot will be incorporated in the development of the Units, all of which is more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, JFS, ~~upon acquisition of the Property,~~ intends to develop at the Property as a medium density development of ~~33~~30 residential rental units (the “Units”); and

WHEREAS, Brown Deer has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the Village, and is in the best interests of the Village and its residents, and that the economic vitality of TID No. 2 is essential to the economic health of the Village; and

WHEREAS, JFS has filed, or will file, with Brown Deer the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by the Village, for the development of the Property, it being acknowledged some will be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of JFS and the mailing address and telephone number of certain of JFS’s representatives for the Project (as defined herein) incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property incorporated by reference herein as Exhibit C.

3. A scale plot plan showing the location, type and size of the proposed uses for the Property, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space, screening and landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.
4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

AND WHEREAS, JFS has filed or will file with Brown Deer an application for use and zoning approvals of the Property, as necessary to accommodate the development, Brown Deer has given favorable conceptual approval of the proposed development and JFS will enter into an agreement for the construction and the continued maintenance of the Property;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree; [that this Substitute Development Agreement shall completely supersede and replace the Development Agreement of October 3, 2011, and agree](#) as follows:

## **ARTICLE I DEFINITIONS; CONDITION PRECEDENT**

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this [Substitute](#) Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Brown Deer” means the Village of Brown Deer, Wisconsin, and the Community Development Authority of the Village of Brown Deer, Wisconsin;

“CDA” means the Community Development Authority of the Village of Brown Deer, Wisconsin;

“Differential Payment” means the amount to be paid by JFS as the difference, if any, between the amount of taxes due on the Value guaranteed by JFS and the amount of taxes billed, for any year;

“JFS” means JFS Housing Inc., and its successors and assigns;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by JFS and approved by Brown Deer, including Exhibits B through E attached hereto;

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.;

“Project” means the development of the Property in accordance with the Plans and Specifications;

“Property” means the property identified as Tax Key number 086-8887-005 and Tax Key number 086-8887-003 and a portion of Lot 1 of CSM 8149 in the Village of Brown Deer, Wisconsin, as described on Exhibit A attached hereto;

“Property Closing” means the date JFS ~~acquires~~acquired title to the Property;

~~“Purchase Agreement” means the Agreement to Purchase the Property, a copy of which is attached to this Agreement as Exhibit F.~~

“Subsequent Tax Year” means a tax year occurring after a year in which JFS made a Differential Payment;

“Term” has the meaning set forth in Section 8.10 herein;

“TIF Revenues” means the incremental real and personal property tax revenues generated by the Project from tax year 2012 to the end of the Term of this Agreement, plus any Differential Payments, collectively in excess of base value tax revenues;

“Unit” or “Units” means one or more of the ~~33~~30 residential rental units in the Project;

“Value” means fair market value of the real property and does not include the value of any government subsidy or program;

“Village” means the Village of Brown Deer, Wisconsin;

~~Section 1.2—Condition Precedent. This Agreement shall have no force or effect, unless and until JFS closes the Purchase Agreement and acquires the Property.~~

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

Section 2.1 Representations and Warranties of Brown Deer. The Village and CDA make the following representations and warranties:

(1) Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Village makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for JFS’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(5) CDA is a community development authority, created pursuant to Wisconsin Statutes and has the power to enter into this Agreement and carry out its obligations hereunder.

(6) CDA makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for JFS's purposes or needs.

(7) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance or charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CDA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(8) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the CDA and no other or further acts or proceedings of the CDA are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the CDA, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(9) There is, or will be, sufficient capacity within the Village sanitary and storm systems for the Project.

Section 2.2 Representations and Warranties of JFS. JFS makes the following representations and warranties:

(1) JFS is a Wisconsin corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) ~~If JFS acquires the Property,~~ JFS will ~~thereafter~~ cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by JFS, and, in the opinion of JFS, would not be economically feasible within the reasonably foreseeable future, without the assistance to JFS provided for in this Agreement.

(4) ~~If JFS acquires the Property,~~ JFS will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which JFS is now a party or by which it is bound, or constitutes a default under any of the foregoing.

### **ARTICLE III UNDERTAKINGS BY JFS AND VILLAGE**

Section 3.1 JFS Obligations. ~~If JFS acquires the Property,~~ JFS will undertake the following obligations, in consideration of the Brown Deer obligations in Section 3.2, below.

(1) JFS shall ~~acquire the Property and~~ build a medium density rental development of ~~3330~~330 residential Units. The Project will be developed under the Plans and Specifications ~~approved by Brown Deer, such approval not to be unreasonably withheld or delayed,~~ as defined herein.

(2) Following receipt of all approvals for the Project, JFS will commence construction by no later than June 1, ~~2012~~2013.

(3) JFS shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits for all Units by ~~June~~January 1, ~~2013~~2014.

(4)

(a) JFS guarantees that the Value of the Property will be not less than \$578,000 on January 1, 2012 and JFS will pay the 2012 real estate tax for the full year 2012.

(b) JFS guarantees that the Value of the Property will be not less than ~~\$2,250,000~~578,000 on January 1, 2013 and JFS will pay the 2013 real estate tax for the full year 2013, ~~provided JFS is the owner of the Property on January 1, 2013.~~

(c) JFS guarantees that the Value of the Property will not be less than \$1,625,000 on January 1, 2014.

(5) Without limiting other provisions in this Agreement, the dates in subsections 3.1(2), (3) and (4) are subject to Force Majeure.

(6) For the tax year 2012 and thereafter ending with the last tax year of the Term covered by this Agreement, JFS guarantees that the amount due to the Village on the Value of the Property shall be not less than the minimum Value guaranteed in Section 3.1 (4)(a) ~~and~~, (b) ~~and~~ (c) herein, multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year. For example, should the assessment ratio be 90% and the mill rate \$24/M for the tax year ~~2013~~2015, the amount required due under this Agreement for tax year ~~2013~~2015 is \$~~48,600~~35,100. JFS agrees that, in the event the property taxes due for any year covered by this Agreement shall be based on a value less than the Value guaranteed in Section 3.1 (4) above, Village may submit a bill to JFS for the differential (“Differential Payment”). For example, if the amount which would be due on a value of \$~~2,250,000~~1,625,000 is \$~~48,600~~35,100, and the amount of property taxes billed is on a value of \$~~2,000,000~~1,300,000, or \$~~43,200~~28,080, the billable Differential Payment is \$~~5,400~~7,020. Such a billing shall be submitted to JFS by the Village Treasurer by December 31 of the relevant tax year and shall be paid in full by JFS, without interest thereon, by March 31 of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1 of the following year shall accrue interest at a rate of 6% per annum until fully paid.

(7) JFS agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by Brown Deer. However, during the progress of the Project, JFS may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further JFS’s development objectives; provided, however, any such change shall comply with all applicable laws of Brown Deer and JFS may not make any change without the written consent of Brown Deer (not to be unreasonably withheld, conditioned or delayed). Brown Deer agrees to consider and approve or reject any proposed change within 30 days after submittal by JFS to Brown Deer or such approval is deemed given; provided, if Brown Deer’s approval is needed within a shorter period of time due to JFS’s construction schedule or its obligations under subsection 3.1(1), (2) or (3) above, Brown Deer shall provide such approval or rejection within 10 days of request, and Brown Deer will reasonably cooperate with JFS to facilitate and expedite such review process. Such requests for approval shall be submitted to the Village Manager, as representative of Brown Deer.

(8) JFS further agrees to the following:

(a) At JFS’s expense, JFS shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, as may be required by the Village community development planner or his designee.

(b) At JFS’s expense, a survey or plat of the Property will be prepared for approval by the Village community development planner, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

(c) Easements on the Property for municipally owned storm sewer and water mains shall be granted to the Village or its designee where necessary, by mutually agreed upon separate document or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the Village Engineer, or his designee.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Brown Deer's approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Brown Deer Zoning Ordinance.

Section 3.2 Brown Deer Obligations. Brown Deer undertakes the following obligation, in consideration of the obligations of JFS in Section 3.1, above, ~~in addition to mutual obligations contained in the Purchase Agreement.~~

Brown Deer shall timely complete all necessary or required zoning, development and use approvals for the Project, pursuant to applicable Village Ordinances.

Section 3.3 TIF Revenues. Brown Deer covenants that all incremental real property taxes, Differential Payments and personal property taxes generated by the Project shall be deemed TIF Revenues. If there are any TIF Revenues in any year in excess of the required payments, such excess TIF Revenues shall be held by Brown Deer in an interest-bearing, segregated revenue stabilization fund ( the "Fund") until such funds are needed to pay any shortage which occurs in any year. JFS acknowledges that Brown Deer's obligations under this section will terminate at the same time as the termination of JFS's obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, (a) if any TIF Revenues remain in the Fund any time a Differential Payment would otherwise be due under this Agreement, the amount of the Differential Payment due and owing shall be reduced by the withdrawal and application of the amount of such TIF Revenues remaining in the Fund, and (b) if JFS has made any Differential Payment under this Agreement for any tax year, and for any subsequent tax year (the "Subsequent Tax Year") there remains TIF Revenues in the Fund, Brown Deer shall reimburse JFS within 30 days after the end of the Subsequent Tax Year(s), in the amount of the Differential Payment made, but in no event more than the amount of TIF Revenues remaining in the Fund.

Section 3.4 Failure to Pay Purchase Balance. ~~JFS has agreed to pay Brown Deer an additional purchase balance of \$99,500 by June 1, 2013. In the event JFS does not pay the \$99,500 to Brown Deer by June 1, 2013, JFS will re-convey the Property to Brown Deer by June 30, 2013, as the sole remedy of Brown Deer, and thereafter this Agreement shall automatically be null and void.~~

~~Section 3.5~~Section 3.4 Failure to Commence Construction. JFS has agreed to commence construction by June 1, ~~2012~~2013. In the event JFS does not commence construction activity by ~~December~~June 1, ~~2012~~2013, JFS will re-convey the Property to Brown Deer ~~for \$1.00 during December 2012~~by June 30, 2013, as the sole remedy of Brown Deer, and thereafter this Agreement shall automatically be null and void.

**ARTICLE IV  
PROPERTY BASE VALUE**

Brown Deer represents and ~~agrees~~the parties agree that the base year value of the Property is \$384,500. All taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues.

**ARTICLE V  
COVENANTS RUNNING WITH THE LAND**

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

**ARTICLE VI  
REMEDIES**

Section 6.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may Brown Deer exercise or seek any rights of injunction or specific performance for JFS's failure to acquire the Property or, in the event JFS acquires the Property, for JFS's failure to commence the Project.

Section 6.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 6.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time

by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 6.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 6.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days either Party may apply to Resolute Systems, Inc., for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution, if ordered by the Court.

## **ARTICLE VII AMENDMENT**

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

Section 8.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 8.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 8.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 8.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be

waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 8.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 8.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 8.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of JFS is addressed to or delivered personally to:

JFS Housing, Inc.  
1300 N. Jackson Street  
Milwaukee, Wisconsin 53202  
Attn: President and CEO

- (b) with a copy to:

General Capital Management, Inc.  
6938 N. Santa Monica Boulevard  
Milwaukee, WI 53217  
Attn: Steven Schnoll / Michael Weiss

- (c) in the case of Brown Deer is addressed to or delivered personally to:

Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223-2496  
Attn: Village Manager

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the

elements, governmental action (except for governmental action by Brown Deer with respect to obligations of Brown Deer under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 8.10 Term. This Agreement shall continue from the Effective Date until December 31, 2022 (the “Term”).

Section 8.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither JFS nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of Brown Deer, and JFS shall execute and record deed restrictions effectuating this provision.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

JFS HOUSING, INC.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Sylvan Leabman  
Title: President / CEO

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE VILLAGE OF BROWN DEER

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Carl Krueger  
Title: Chairperson

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: ~~Russell Van Gompel~~ Jill Kenda-  
Lubetski  
Title: ~~Executive Director~~ Village Clerk  
\_\_\_\_\_

VILLAGE OF BROWN DEER, WISCONSIN

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Carl Krueger  
Title: President

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: ~~Russell Van Gompel~~ Jill Kenda-  
Lubetski  
Title: Village ~~Manager~~ Clerk  
\_\_\_\_\_



STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )        ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Sylvan Leabman, the President/CEO, of JFS Housing, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said company, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Carl Krueger, the Chairperson of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named ~~Russell Van Gompel~~Jill Kenda-Lubetski, the ~~Executive Director~~Village Clerk of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )        ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Carl Krueger, the Village President of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )        ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named ~~Russell Van Gompel~~ Jill Kenda-Lubetski, the Village ~~Manager~~ Clerk of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

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<b>Summary Report:</b>	
<b>Litera Change-Pro ML WIX 6.5.0.248 Document Comparison done on 11/28/2012 1:49:16 PM</b>	
<b>Style Name:</b> Default Style	
<b>Original Filename:</b>	
<b>Original DMS:</b> iw://imanager/MBF/8023908/5	
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<b>Changes:</b>	
<u>Add</u>	49
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<del>Move From</del>	0
<u>Move To</u>	0
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<del>Table Delete</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
<b>Total Changes:</b>	<b>101</b>

**Village of Brown Deer**  
**TIF #2 With \$2.25 Original Guaranteed Value**  
**Long Range Analysis**

	Actual 2010	Actual 2011	Estimated 2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>Beginning Fund Balance</b>	\$ 2,056,837	\$ 1,291,853	\$ 482,996	\$ 276,850	\$ 256,402	\$ 311,602	\$ 384,024	\$ 476,782	\$ 581,263	\$ 699,135	\$ 832,072	\$ 986,772	\$ 1,155,348
Tax Revenue Increment	\$ 580,264	\$ 316,794	\$ 593,793	\$ 672,664	\$ 739,786	\$ 754,582	\$ 769,673	\$ 785,067	\$ 800,768	\$ 816,784	\$ 833,119	\$ 849,782	\$ 866,777
Other Revenues	24,687	7,645	3,202	7,000	7,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>Total Revenues</b>	<b>604,951</b>	<b>324,439</b>	<b>596,995</b>	<b>679,664</b>	<b>746,786</b>	<b>759,582</b>	<b>774,673</b>	<b>790,067</b>	<b>805,768</b>	<b>821,784</b>	<b>838,119</b>	<b>854,782</b>	<b>871,777</b>
Principal Payments	380,000	300,000	316,984	335,000	350,000	365,000	380,000	405,000	430,000	455,000	475,000	505,000	535,000
Interest Payments	276,509	257,099	240,546	223,051	204,525	185,098	164,855	143,525	120,835	96,785	71,358	44,145	14,998
Project Costs	-	2,349	107,775	5,000	-	-	-	-	-	-	-	-	-
Other Expenditures	713,426	573,848	137,836	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061
<b>Total Expenditures</b>	<b>1,369,935</b>	<b>1,133,296</b>	<b>803,141</b>	<b>700,112</b>	<b>691,586</b>	<b>687,159</b>	<b>681,916</b>	<b>685,586</b>	<b>687,896</b>	<b>688,846</b>	<b>683,419</b>	<b>686,206</b>	<b>687,059</b>
Net change in "cash"	(764,984)	(808,857)	(206,146)	(20,448)	55,200	72,423	92,757	104,481	117,872	132,938	154,700	168,576	184,718
<b>Ending Fund Balance</b>	<b>\$ 1,291,853</b>	<b>\$ 482,996</b>	<b>\$ 276,850</b>	<b>\$ 256,402</b>	<b>\$ 311,602</b>	<b>\$ 384,024</b>	<b>\$ 476,782</b>	<b>\$ 581,263</b>	<b>\$ 699,135</b>	<b>\$ 832,072</b>	<b>\$ 986,772</b>	<b>\$ 1,155,348</b>	<b>\$ 1,340,066</b>

\* Assumes JFS East (\$2.25 mil) guaranteed value \$67,122 tax revenue in 2014

\* Assumes 2% increase in tax revenue increment each year starting 2015

\* Assumes 2011 amount for administrative charges throughout life of the TID

**Village of Brown Deer  
TIF #2 With \$1.625 Guaranteed Value  
Long Range Analysis**

	Actual 2010	Actual 2011	Estimated 2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>Beginning Fund Balance</b>	\$ 2,056,837	\$ 1,291,853	\$ 482,996	\$ 276,850	\$ 256,402	\$ 244,480	\$ 286,484	\$ 348,214	\$ 421,047	\$ 506,639	\$ 606,650	\$ 727,766	\$ 862,085
Tax Revenue Increment	\$ 580,264	\$ 316,794	\$ 593,793	\$ 672,664	\$ 672,664	\$ 724,163	\$ 738,646	\$ 753,419	\$ 768,488	\$ 783,857	\$ 799,534	\$ 815,525	\$ 831,836
Other Revenues	24,687	7,645	3,202	7,000	7,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>Total Revenues</b>	<b>604,951</b>	<b>324,439</b>	<b>596,995</b>	<b>679,664</b>	<b>679,664</b>	<b>729,163</b>	<b>743,646</b>	<b>758,419</b>	<b>773,488</b>	<b>788,857</b>	<b>804,534</b>	<b>820,525</b>	<b>836,836</b>
Principal Payments	380,000	300,000	316,984	335,000	350,000	365,000	380,000	405,000	430,000	455,000	475,000	505,000	535,000
Interest Payments	276,509	257,099	240,546	223,051	204,525	185,098	164,855	143,525	120,835	96,785	71,358	44,145	14,998
Project Costs	-	2,349	107,775	5,000	-	-	-	-	-	-	-	-	-
Other Expenditures	713,426	573,848	137,836	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061	137,061
<b>Total Expenditures</b>	<b>1,369,935</b>	<b>1,133,296</b>	<b>803,141</b>	<b>700,112</b>	<b>691,586</b>	<b>687,159</b>	<b>681,916</b>	<b>685,586</b>	<b>687,896</b>	<b>688,846</b>	<b>683,419</b>	<b>686,206</b>	<b>687,059</b>
Net change in "cash"	(764,984)	(808,857)	(206,146)	(20,448)	(11,922)	42,004	61,730	72,833	85,592	100,011	121,115	134,319	149,777
<b>Ending Fund Balance</b>	<b>\$ 1,291,853</b>	<b>\$ 482,996</b>	<b>\$ 276,850</b>	<b>\$ 256,402</b>	<b>\$ 244,480</b>	<b>\$ 286,484</b>	<b>\$ 348,214</b>	<b>\$ 421,047</b>	<b>\$ 506,639</b>	<b>\$ 606,650</b>	<b>\$ 727,766</b>	<b>\$ 862,085</b>	<b>\$ 1,011,861</b>

\* Assumes JFS East (\$1.625 mil) guaranteed value \$51,499 tax revenue in 2015

\* Assumes 2% increase in tax revenue increment each year starting 2016

\* Assumes 2011 amount for administrative charges throughout life of the TID



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION:</b> Village Board
<b>ITEM DESCRIPTION:</b> Review Updated Original Village Relocation Order Resolution #12-
<b>PREPARED BY:</b> Nathaniel Piotrowski, Community Development Director <i>Nate Piotrowski</i>
<b>REPORT DATE:</b> November 28, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b> <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.

## BACKGROUND INFORMATION:

As part of the Original Village streetscape project the Village undertook a platting of the roads in order to clarify the right of way situation for perpetuity. This right of way plat/relocation order (see attached) describes the preferred right of way scenario that the Village is currently arguing for in Milwaukee County Circuit Court.

A relocation order was previously approved via resolution by the Village Board in late 2010 but the document was never filed with the Milwaukee County Clerk. Also, since that previous approval the plat changed slightly to accommodate engineering modifications to the streetscape plan. Given the revisions and the desire to bring forward the most up-to-date plat to the County Clerk, Village Staff is asking for a new approval of the relocation order.

## RECOMMENDATION:

Staff recommends approval of the right of way plat/relocation order and associated resolution as presented.

Please contact Nate Piotrowski with any questions or comments at 371-3061.

**VILLAGE OF BROWN DEER**  
**RESOLUTION #12-\_\_\_\_\_**

**Relocation Order**

RELOCATION ORDER OF THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN, by its Village Board of Trustees and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with Wisconsin Statutes, Subsection 32.05(1), for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with Wisconsin Statutes, Subsection 32.07(2);
2. That the Village of Brown Deer hereby determines that it is necessary and a public purpose to improve the roadway and stormwater drainage in the area known as the Original Village;
3. That an area of land is required to carry out said improvements to the roadway and for said stormwater drainage, said area is located within the current Village limits and which consists of sixty-one parcels totaling approximately 42 square feet of new right of way and 7.0 acres of existing right of way as set forth in the right of way plat, dated January 17, 2012 which is attached to this Relocation Order and is incorporated herein by reference;
4. That the Village of Brown Deer will acquire a fee simple interest in the parcels shown on the right of way plat from the present owners.

Approved by the Board of Trustees of the Village of Brown Deer this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, that the within Relocation Order was adopted by a vote of \_\_\_ ayes and \_\_\_ nays by the Board of Trustees for the Village of Brown Deer, Wisconsin.

\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk

Attest:

\_\_\_\_\_

\_\_\_\_\_

R/W PROJECT NUMBER 100510	SHEET NUMBER 4.1	TOTAL SHEETS 5
FEDERAL PROJECT NUMBER N/A		
PLAT OF RIGHT-OF-WAY REQUIRED FOR <b>W. RIVER LANE, N. DEERWOOD DRIVE, N. 42ND STREET, N. 43RD STREET, AND RUTH PLACE</b> RELOCATION		
CONSTRUCTION PROJECT NUMBER		

**CONVENTIONAL ABBREVIATIONS**

ACCESS POINT	AP	RELEASE OF RIGHTS	ROR
ACCESS RIGHTS	AR	REMAINING	REM.
ACRES	AC.	RIGHT-OF-WAY	R/W
AND OTHERS	ET.AL.	SECTION	SEC.
CENTERLINE	C/L	STATION	STA.
CERTIFIED SURVEY MAP	CSM	TEMPORARY LIMITED EASEMENT	TLE
CORNER	COR.	VOLUME	V.
DOCUMENT	DOC.	<b>CURVE DATA</b>	
EASEMENT	EASE.	LONG CHORD	LCH
HIGHWAY EASEMENT	H.E.	LONG CHORD BEARING	LCB
LAND CONTRACT	LC	RADIUS	R
MONUMENT	MON.	DEGREE OF CURVE	D
PAGE	P.	CENTRAL ANGLE OR DELTA	DELTA
PERMANENT LIMITED EASEMENT	PLE	LENGTH OF CURVE	L
PROPERTY LINE	PL	TANGENT	TAN
RECORDED AS	(100')		
REFERENCE LINE	R/L		

**CONVENTIONAL SYMBOLS**

FOUND IRON PIPE/PIN	LP (IF UNLESS NOTED)	PROPOSED R/W LINE	—————
R/W MONUMENT	○ (SET)	EXISTING H.E. LINE	———
R/W STANDARD	△ (SET)	PROPERTY LINE	———
SIGN	ISIGN	LOT & TIE LINES	-----
SECTION CORNER MONUMENT	●	SLOPE INTERCEPTS	-----
SECTION CORNER SYMBOL	⊙	CORPORATE LIMITS	///////
FEE (HATCH VARIES)	⊙	NO ACCESS (BY PREVIOUS ACQUISITION/CONTROL)	●●●●●●
TEMPORARY LIMITED EASEMENT	⊘	NO ACCESS (BY ACQUISITION)	
PERMANENT LIMITED EASEMENT	⊘	NO ACCESS (BY STATUTORY AUTHORITY)	●●●●●●
R/W BOUNDARY POINT	⊙	SECTION LINE	-----
PARCEL NUMBER	RWB20	QUARTER LINE	-----
SIGN NUMBER (OFF PREMISE)	02	SIXTEENTH LINE	-----
BUILDING	21-1	EXISTING CENTERLINE	-----
		PROPOSED REFERENCE LINE	-----
		PARALLEL OFFSET	-----

**CONVENTIONAL UTILITY SYMBOLS**

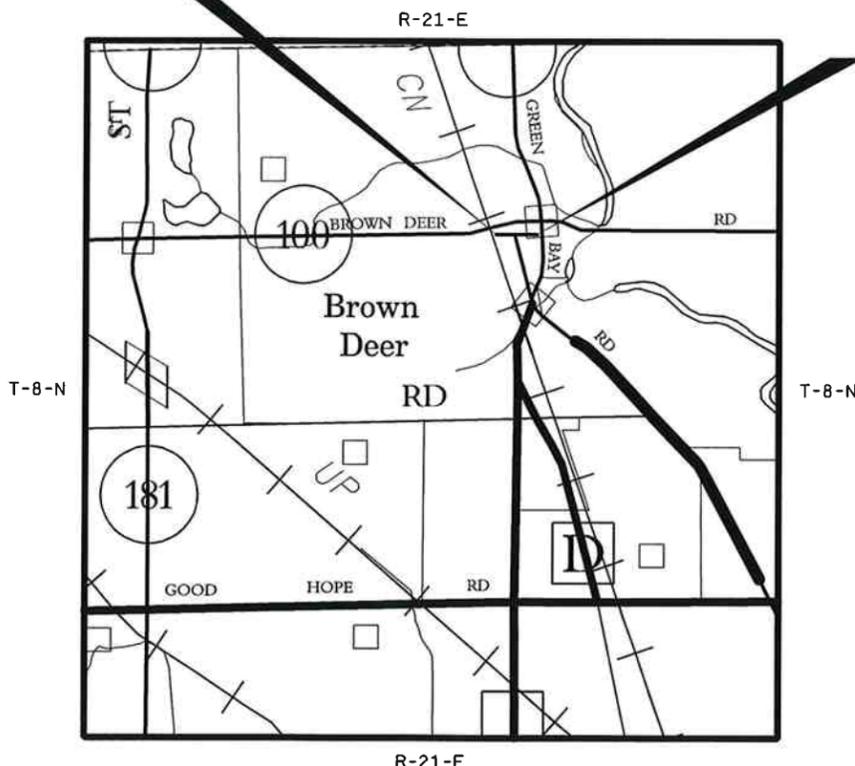
WATER	—W—	NON COMPENSABLE	⊕
GAS	—G—	COMPENSABLE	⊕
TELEPHONE	—T—		⊕
OVERHEAD	—OH—		⊕
TRANSMISSION LINES	—E—		⊕
ELECTRIC	—E—		⊕
CABLE TELEVISION	—TV—		⊕
FIBER OPTIC	—FO—		⊕
SANITARY SEWER	—SAN—		⊕
STORM SEWER	—SS—		⊕
POWER POLE	⊕		⊕
TELEPHONE POLE	⊕		⊕
TELEPHONE PEDESTAL	⊕		⊕
ELECTRIC TOWER	⊕		⊕

**BEGIN RELOCATION ORDER**

STA. 10+50.00  
 N = 350,269.87  
 E = 590,602.90  
 2.06' NORTH OF AND 703.81' WEST  
 OF THE NE CORNER OF SECTION 11,  
 T 8 N, R 21 E

**END RELOCATION ORDER**

STA. 22+96.49  
 N = 350,271.32  
 E = 591,849.39  
 3.51' NORTH OF AND 542.68' EAST  
 OF THE NE CORNER OF SECTION 11,  
 T 8 N, R 21 E



\*SEE DETAIL SHEETS FOR ADDITIONAL  
RELOCATION ORDER DATA

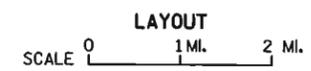
**NOTES**

COORDINATES SHOWN ON THIS PLAT ARE ORIENTED TO THE WISCONSIN COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83 (07). ALL PLAT DISTANCES ARE GROUND LENGTH AND MAY BE CONVERTED TO GRID LENGTH BY MULTIPLYING THE DISTANCE BY THE GRID FACTOR PROVIDED ON THE DETAIL SHEETS.

ALL I.P.'s ARE 1-INCH IRON PINS UNLESS OTHERWISE NOTED.

THE EXISTING HIGHWAY RIGHT OF WAY SHOWN HEREIN IS BASED ON

- THE PLAT OF RIGHT OF WAY FOR S.T.H. 57, PROJECT F02-2(6);
- THE PLAT OF RIGHT OF WAY FOR S.T.H. 100, PROJECT T034-1(13);
- THE PLAT OF RIGHT OF WAY FOR S.T.H. 100, PROJECT T034-1(2);
- EXISTING CERTIFIED SURVEY MAPS, DEEDS AND OTHER SURVEYS OF PUBLIC RECORD.



TOTAL NET LENGTH OF CENTERLINE = 1.135 MI. (URBAN)

APPROVED FOR  
VILLAGE OF BROWN DEER  
DEPARTMENT OF PUBLIC WORKS

(DATE) \_\_\_\_\_ VILLAGE PRESIDENT

(DATE) \_\_\_\_\_ VILLAGE CLERK

ORIGINAL PLAT PREPARED BY  
**AVRES ASSOCIATES** Engineers/Planners  
Environmental Scientists  
N17 W24222 Riverwood Drive, Suite 310  
Waukegan, WI 53188



SIGNATURE: *John C. Favorite*  
DATE: October 5, 2010

REVISION DATE

# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE  
PURPOSED ONLY AND ARE SUBJECT TO CHANGE  
PRIOR TO THE TRANSFER OF LAND INTERESTS  
TO THE DEPARTMENT.

AREAS SHOWN IN THE TOTAL AREA COLUMN MAY BE APPROXIMATE  
AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE  
SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE  
NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	SHEET NO.	OWNERS (S)	INTEREST REQUIRED	TOTAL ACRES OR S.F.	R/W ACRES OR S.F. REQUIRED		TOTAL	TOTAL ACRES OR S.F. REM.	T.L.E. ACRES OR S.F.
					NEW	EXISTING			
1	4.4	API SUPPLY COMPANY	FEE	1.1	0	0.1	0.1	1.0	0
2	4.4	WISCONSIN ELECTRIC POWER COMPANY	FEE	3.9	0	1503 S.F.	1503 S.F.	3.9	0
3	4.4	VILLAGE OF BROWN DEER	FEE	0.9	0	0.1	0.1	0.8	0
4	4.4	CRH, INC.	FEE	0.4	0	1982 S.F.	1982 S.F.	0.4	0
5	4.4	MILWAUKEE COUNTY	FEE	538 S.F.	0	56 S.F.	56 S.F.	482 S.F.	0
6	4.4	JAMES R. MARKS	FEE	1.5	0	0.3	0.3	1.2	0
7	4.4	MARIE BRICKNER	FEE	0.4	0	0.1	0.1	0.3	0
8	4.4	ROBERT SCHRAUFNAGEL	FEE	0.2	0	1486 S.F.	1486 S.F.	0.2	0
9	4.4	VILLAGE OF BROWN DEER	FEE	3.9	0	0.3	0.3	3.6	0
10	4.4	VILLAGE OF BROWN DEER	FEE	138 S.F.	0	138 S.F.	138 S.F.	0.0	0
11	4.4	VILLAGE OF BROWN DEER	FEE	0.7	0	0.1	0.1	0.6	0
12	4.4	KASSENS INVESTMENTS, LLC	FEE	0.4	0	0.2	0.2	0.2	0
13	4.4	VILLAGE OF BROWN DEER	FEE	0.3	0	0.1	0.1	0.2	0
14	4.4	STEVEN EHLERS	FEE	0.9	0	0.3	0.3	0.6	0
15	4.4	ANNE KEELY	FEE	0.3	0	0.1	0.1	0.2	0
16	4.4	PAUL G. RASMUSSEN	FEE	0.5	0	0.1	0.1	0.4	0
17	4.4	SHORELAND COMMUNITY CHURCH, INC.	FEE	3.9	0	0.4	0.4	3.5	0
18	4.4	CLL PROPERTIES, LLC	FEE	1.5	0	0.1	0.1	1.4	0
19	4.4	ANTHONY & JULIE RENO	FEE	0.3	0	0.1	0.1	0.2	0
20	4.4	ANTHONY, JULIE, CASEY, & JO ANN RENO	FEE	0.7	0	0.1	0.1	0.6	0
21	4.4	THE AUDIO EMPORIUM, INC.	FEE	0.8	0	0.3	0.3	0.5	0
22	4.4	WILLIAM B. SPRANSY	FEE	0.2	0	1453 S.F.	1453 S.F.	0.1	0
23	4.4	KAREN V. KROLIKOWSKI	FEE	0.5	0	0.1	0.1	0.4	0
24	4.4	DAVID H. EHLERS	FEE	0.5	0	2122 S.F.	2122 S.F.	0.4	0
26	4.4	LAURIE G. SWANSON	FEE	0.4	0	0.1	0.1	0.3	0
27	4.4	MARVIN E. KAISER	FEE	0.7	0	0.2	0.2	0.5	0
28	4.5	CRH, INC.	FEE	1.8	42 S.F.	0.5	0.5	1.3	0
29	4.5	URSULA SUSTAR	FEE	0.4	0	0.1	0.1	0.3	0
31	4.5	ENDTIME VOICE OF JESUS CHRIST MINISTRIES, INC.	FEE	0.5	0	0.1	0.1	0.4	0
32	4.5	MIKE BENSON	FEE	0.5	0	0.1	0.1	0.4	0
33	4.5	DEERWOOD OFFICES, INC.	FEE	1.4	0	0.3	0.3	1.1	0
34	4.5	ELROY A. MIEROW, SR.	FEE	0.5	0	0.1	0.1	0.4	0
36	4.5	VILIS CAKANS	FEE	0.3	0	0.1	0.1	0.2	0
37	4.5	GYULA BOGRE	FEE	0.3	0	1815 S.F.	1815 S.F.	0.2	0
38	4.5	JESSE KUESTER	FEE	0.4	0	0.2	0.2	0.2	0
39	4.5	NOAH A. MACEK	FEE	0.4	0	0.2	0.2	0.2	0
41	4.5	RUSSELL KOTLAREK	FEE	0.3	0	1909 S.F.	1909 S.F.	0.3	0
42	4.5	LELAND P. BALISTERRI	FEE	0.5	0	0.1	0.1	0.4	0
43	4.5	CRAIG A. EPSTEIN	FEE	0.5	0	0.1	0.1	0.4	0
44	4.5	TERRENCE L. BOSCHERT	FEE	0.3	0	0.2	0.2	0.1	0
46	4.5	JEFFREY D. BURG	FEE	0.2	0	0.1	0.1	0.1	0
47	4.5	DENISE L. WINKER	FEE	0.2	0	1746 S.F.	1746 S.F.	0.2	0
48	4.5	REBECCA A. NELSON	FEE	0.3	0	0.1	0.1	0.2	0
49	4.5	DEANNA J. SCHALLOCK	FEE	0.3	0	0.1	0.1	0.2	0
51	4.5	WILLIAM H. PARKS	FEE	0.2	0	1810 S.F.	1810 S.F.	0.2	0
52	4.5	JONATHAN VAN BECKUM	FEE	0.3	0	0.1	0.1	0.2	0
53	4.5	STEVEN O. KARTHAUSER	FEE	0.5	0	0.1	0.1	0.4	0
54	4.5	KIRK E. SCHNEEBERG	FEE	0.3	0	0.1	0.1	0.2	0
56	4.5	MARY M. O'HALLORAN	FEE	0.2	0	1667 S.F.	1667 S.F.	0.2	0
57	4.5	JAMES C. LAATSCH	FEE	0.2	0	1650 S.F.	1650 S.F.	0.2	0
58	4.5	RODNEY GEORGE MEYER	FEE	0.3	0	1650 S.F.	1650 S.F.	0.3	0
59	4.5	KURTIS J. KOZAK	FEE	0.2	0	1650 S.F.	1650 S.F.	0.2	0
61	4.5	CHARLENE M. HARMON	FEE	0.4	0	0.2	0.2	0.2	0
62	4.5	THOMAS J. DAUGHERTY	FEE	0.3	0	0.2	0.2	0.1	0
63	4.5	JOYCE CHMIELEWSKI	FEE	0.2	0	1701 S.F.	1701 S.F.	0.2	0
64	4.5	JOHN P. SCHOLZ	FEE	0.2	0	537 S.F.	537 S.F.	0.2	0
66	4.5	VILLAGE OF BROWN DEER	FEE	0.7	0	0.1	0.1	0.6	0
67	4.4	VILLAGE OF BROWN DEER*	RELEASE OF RIGHTS	0.0	0	1581 S.F.	1581 S.F.	0.0	0 *RELEASE OF RIGHT OF WAY

REVISION DATE  
NOVEMBER 5, 2010 JANUARY 17, 2012  
JUNE 24, 2011  
JULY 15, 2011

DATE OCTOBER 5, 2010

SCALE, FEET  
0 N/A N/A

HWY: W. RIVER LANE, N. DEERWOOD DR.,  
N. 43RD ST., N. 42ND ST., RUTH PLACE

R/W PROJECT NUMBER 100510

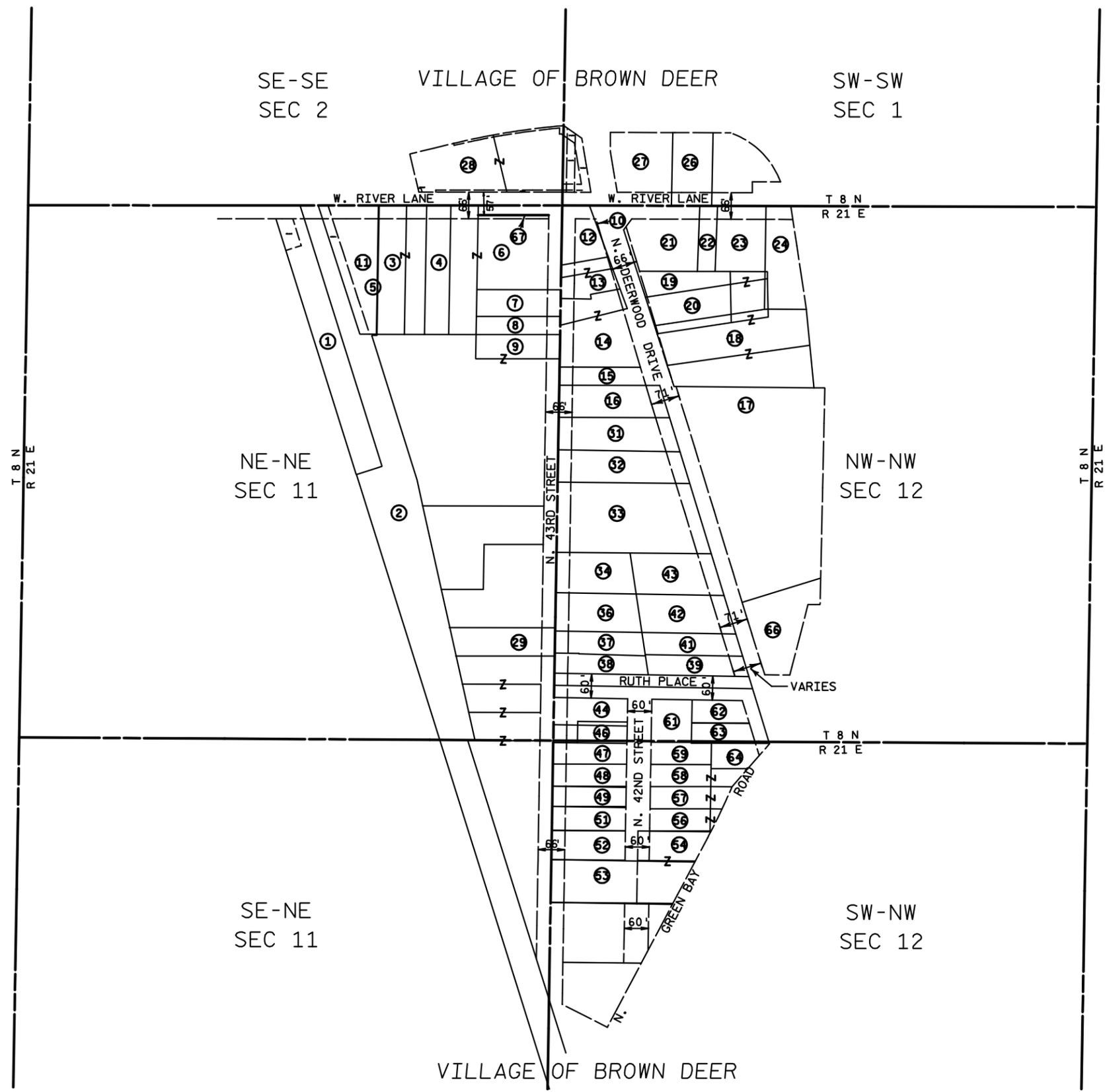
PLAT SHEET 4.2

COUNTY: MILWAUKEE

CONSTRUCTION PROJECT NUMBER

PS&E SHEET

E



4

4

REVISION DATE  
 NOVEMBER 5, 2010  
 JULY 15, 2011  
 JANUARY 17, 2012

DATE: OCTOBER 5, 2010  
 GRID FACTOR N/A

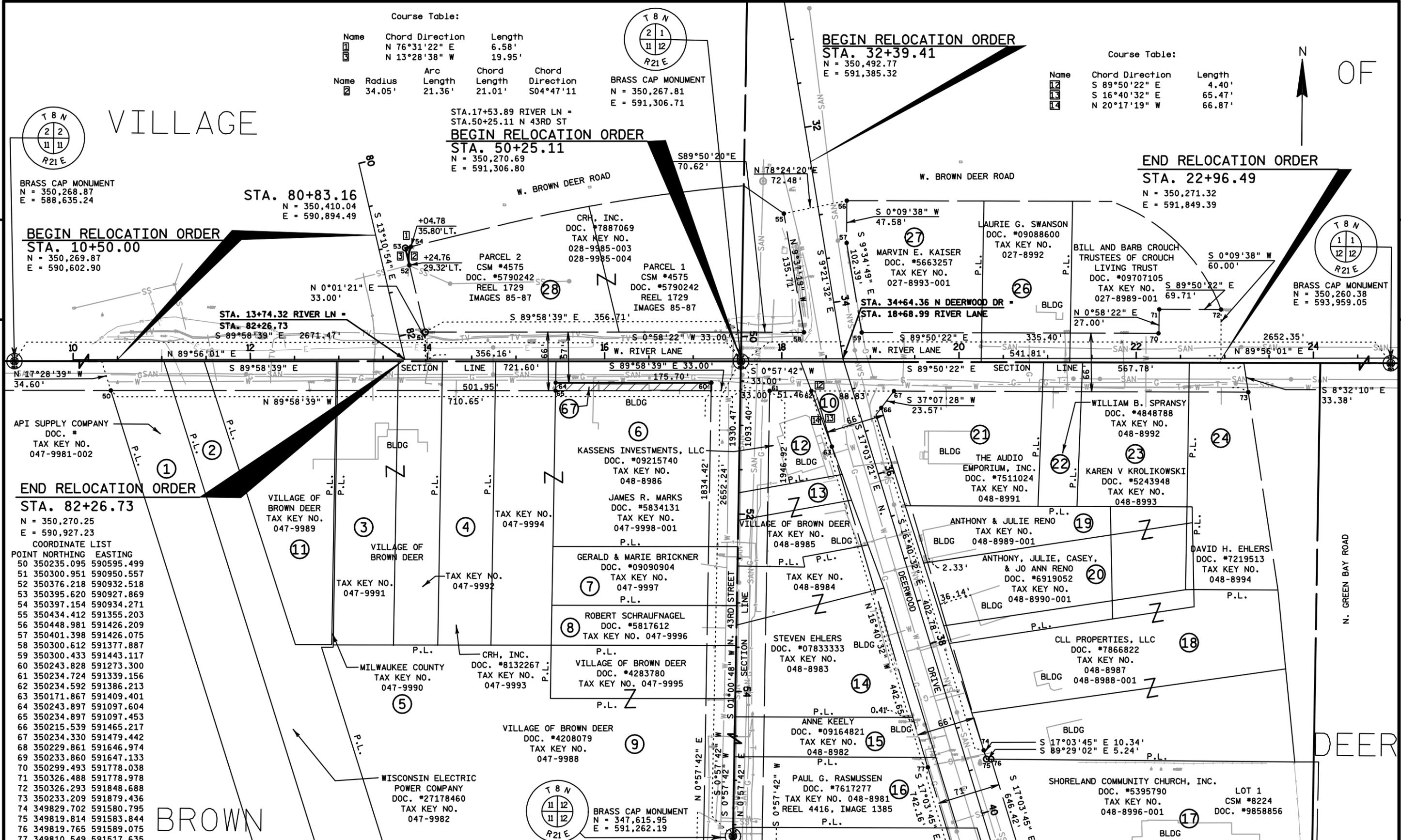
SCALE, FEET  
 0 150 300

HWY: W. RIVER LANE, N. DEERWOOD DR.,  
 N. 43RD ST., N. 42ND ST., RUTH PLACE  
 COUNTY: MILWAUKEE

R/W PROJECT NUMBER 100510  
 CONSTRUCTION PROJECT NUMBER

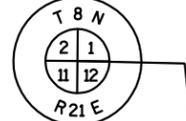
PLAT SHEET 4.3  
 PS&E SHEET

E



Course Table:

Name	Chord Direction	Length
1	N 76°31'22" E	6.58'
2	N 13°28'38" W	19.95'



BRASS CAP MONUMENT  
N = 350,267.81  
E = 591,306.71

Course Table:

Name	Chord Direction	Length
3	S 89°50'22" E	4.40'
4	S 16°40'32" E	65.47'
5	N 20°17'19" W	66.87'



OF

BRASS CAP MONUMENT  
N = 350,268.87  
E = 588,635.24

BEGIN RELOCATION ORDER  
STA. 10+50.00  
N = 350,269.87  
E = 590,602.90

STA. 80+83.16  
N = 350,410.04  
E = 590,894.49

STA.17+53.89 RIVER LN =  
STA.50+25.11 N 43RD ST  
BEGIN RELOCATION ORDER  
STA. 50+25.11  
N = 350,270.69  
E = 591,306.80

BEGIN RELOCATION ORDER  
STA. 32+39.41  
N = 350,492.77  
E = 591,385.32

END RELOCATION ORDER  
STA. 22+96.49  
N = 350,271.32  
E = 591,849.39



BRASS CAP MONUMENT  
N = 350,260.38  
E = 593,959.05

API SUPPLY COMPANY  
DOC. \*  
TAX KEY NO.  
047-9981-002

END RELOCATION ORDER  
STA. 82+26.73  
N = 350,270.25  
E = 590,927.23

COORDINATE LIST

POINT	NORTHING	EASTING
50	350235.095	590595.499
51	350300.951	590950.557
52	350376.218	590932.518
53	350395.620	590927.869
54	350397.154	590934.271
55	350434.412	591355.203
56	350448.981	591426.209
57	350401.398	591426.075
58	350300.612	591377.887
59	350300.433	591443.117
60	350243.828	591273.300
61	350234.724	591339.156
62	350234.592	591386.213
63	350171.867	591409.401
64	350243.897	591097.604
65	350234.897	591097.453
66	350215.539	591465.217
67	350234.330	591479.442
68	350229.861	591646.974
69	350233.860	591647.133
70	350299.493	591778.038
71	350326.488	591778.978
72	350326.293	591848.688
73	350233.209	591879.436
74	349829.702	591580.795
75	349819.814	591583.844
76	349819.765	591589.075
77	349810.549	591517.635

BROWN

DEER

REVISION DATE  
NOVEMBER 5, 2010 JULY 15, 2011  
NOVEMBER 10, 2010 JANUARY 17, 2012  
JUNE 24, 2011

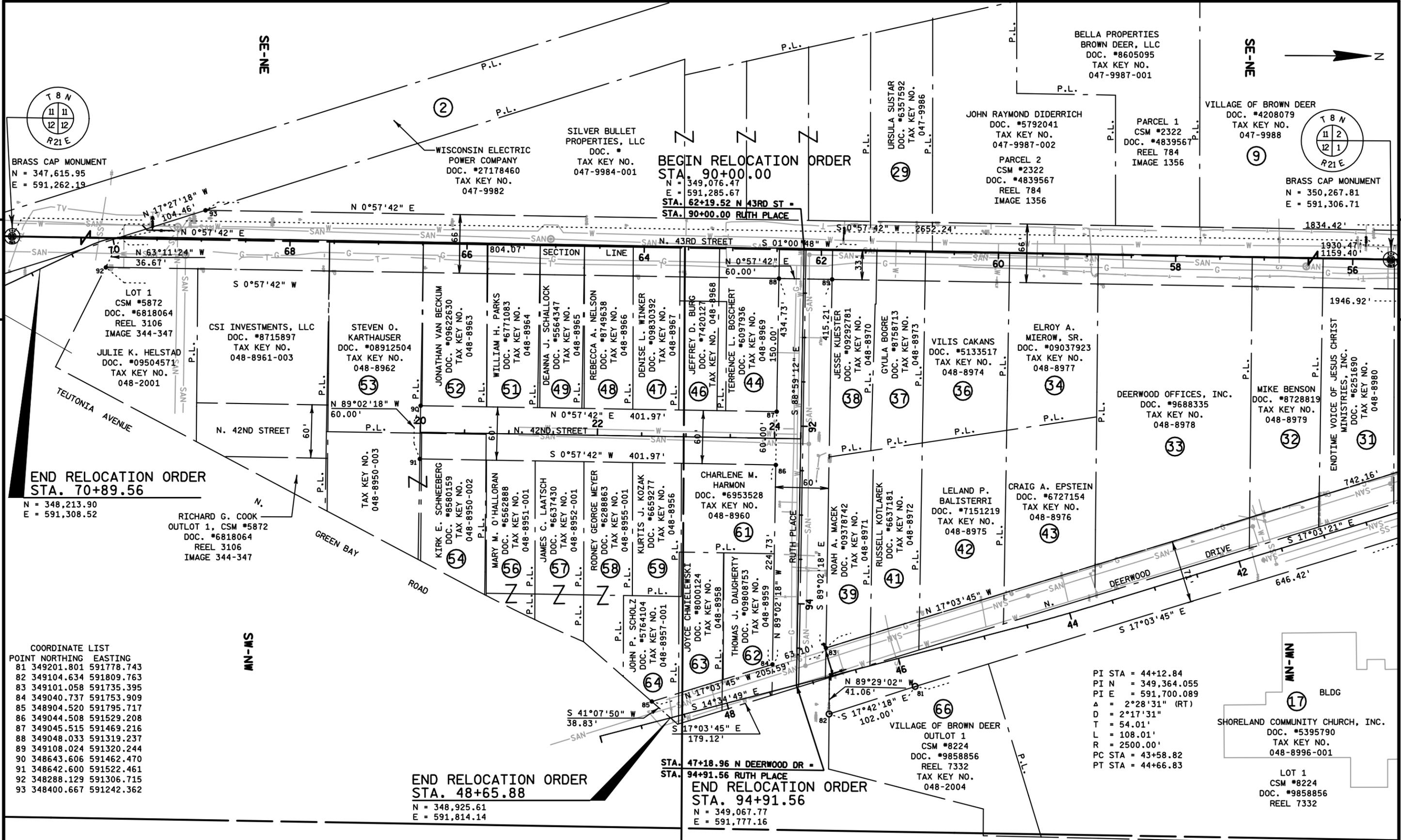
DATE: OCTOBER 5, 2010  
GRID FACTOR 1.0000000

SCALE, FEET  
0 50 100

HWY: W. RIVER LANE, N. DEERWOOD DR., N. 43RD ST.,  
N. 42ND ST., RUTH PLACE  
COUNTY: MILWAUKEE

R/W PROJECT NUMBER 100510  
CONST. PROJECT NUMBER

PLAT SHEET 4.4  
PS&E SHEET E



BRASS CAP MONUMENT  
 N = 347,615.95  
 E = 591,262.19

BRASS CAP MONUMENT  
 N = 350,267.81  
 E = 591,306.71

COORDINATE LIST

POINT	NORTHING	EASTING
81	349201.801	591778.743
82	349104.634	591809.763
83	349101.058	591735.395
84	349040.737	591753.909
85	348904.520	591795.717
86	349044.508	591529.208
87	349045.515	591469.216
88	349048.033	591319.237
89	349108.024	591320.244
90	348643.606	591462.470
91	348642.600	591522.461
92	348288.129	591306.715
93	348400.667	591242.362

PI STA = 44+12.84  
 PI N = 349,364.055  
 PI E = 591,700.089  
 Δ = 2°28'31" (RT)  
 D = 2°17'31"  
 T = 54.01'  
 L = 108.01'  
 R = 2500.00'  
 PC STA = 43+58.82  
 PT STA = 44+66.83

END RELOCATION ORDER  
 STA. 48+65.88  
 N = 348,925.61  
 E = 591,814.14

END RELOCATION ORDER  
 STA. 94+91.56  
 N = 349,067.77  
 E = 591,777.16

REVISION DATE NOVEMBER 5, 2010 NOVEMBER 10, 2010	DATE: OCTOBER 5, 2010	SCALE, FEET 0 50 100	HWY: W. RIVER LANE, N. DEERWOOD DR., N. 43RD ST., N. 42ND ST., RUTH PLACE	R/W PROJECT NUMBER 100510	PLAT SHEET 4.5
GRID FACTOR 1.0000000	COUNTY: MILWAUKEE	CONST. PROJECT NUMBER	PS&E SHEET	E	



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	2013 Urban Forestry Grant Resolution
<b>PREPARED BY:</b>	Larry Neitzel, Supt. of Public Works
<b>REPORT DATE:</b>	November 16, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<p><input checked="" type="checkbox"/> No additional comments to this report.</p> <p><input type="checkbox"/> See additional comments attached.</p> 
<b>RECOMMENDATION:</b>	Adopt the resolution authorizing the Superintendent of Public Works as the agent for the Village for an Urban Forestry Grant for 2013. <u>This is a requirement for the grant to be approved.</u>
<b>EXPLANATION:</b>	<p>The Village of Brown Deer submitted an application for an Urban Forestry Grant to cover 50% of the costs (total of \$50,000) of the investigative survey, chemical treatment or removal/replacement of infected ash trees and related public education. With the adoption of the 2013 Budget the Village Board included funds for its share of the project.</p> <p>WDNR requirements for the grant include the adoption of the attached resolution from each applicant for grant approval.</p> <p>NOTE: If the grant is not issued by WDNR, the project will be resubmitted for the 2014 grant period.</p>

Authorizing submittal of application for  
an Urban Forestry Grant for 2013

Resolution No. 12 -

---

WHEREAS, applicant Village of Brown Deer is interested in in conducting Emerald Ash Borer infestation surveys, ash tree treatments to control EAB infestation, ash tree removal and replacement, and public education activities as described in the Wisconsin Urban Forestry grant application; and

WHEREAS, financial aid is required to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, that applicant Village of Brown Deer shall budget a sum sufficient to complete the entire project, and

HEREBY AUTHORIZES the Village of Brown Deer Superintendent of Public Works to act on behalf of the Village of Brown Deer to submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available; sign documents; and take necessary actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, that applicant Village of Brown Deer will comply with state and federal rules for the programs; may perform force account work; will provide or be responsible for 100% of updating plans or ongoing operations and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any changes are made in the proposed project.

PASSED and ADOPTED by the Village Board of the Village of Brown Deer this 3<sup>rd</sup> day of December, 2012.

\_\_\_\_\_  
Carl Krueger, Village President

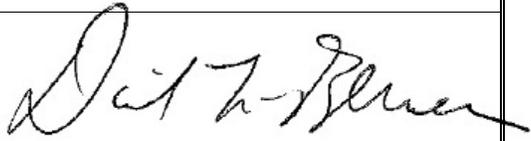
Countersigned:

\_\_\_\_\_  
Jill Kenda-Lubetski, Interim Village Clerk

TOTAL =		\$58,700.00	Contract Insp	Contract Treat	Labor Insp/Treat	Labor R/R	Labor PE	Equip R/R	Equip PE	Supplies R/R	Supplies PE
Inspection		\$16,460.00	\$15,000.00		\$1,460.00						
Treatment		\$15,000.00		\$15,000.00							
Removal/Replace		\$23,150.00				\$11,550.00		\$3,000.00		\$8,600.00	
Public Education		\$4,090.00					\$2,990.00		\$0.00		\$1,100.00
Labor	Force Account				\$700.00	\$8,250.00	\$1,050.00				
	Fringe 40%				\$280.00	\$3,300.00	\$420.00				
	Consultant		\$15,000.00	\$15,000.00			\$1,000.00				
	Vol. Laborer				\$320.00		\$40.00				
	Vol. Project				\$160.00		\$480.00				
Equipment	Purchased										
	Rented										
	Applicant							\$3,000.00			
	Donated										
Supplies	Purchased									\$8,200.00	\$800.00
	Applicant										\$200.00
	Donated									\$400.00	\$100.00



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	2013 Village Board Meeting Tentative Schedule
<b>PREPARED BY:</b>	Dave Berner, Interim Village Manager
<b>REPORT DATE:</b>	November 20, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<p>* No additional comments to this report.</p> <p><input type="checkbox"/> See additional comments attached.</p> 
<b>RECOMMENDATION:</b>	To approve the 2013 Village Board Meeting Schedule.
<b>EXPLANATION:</b>	<p>Attached is the tentative schedule for 2013 Village Board meetings. The month of September includes only one meeting date. It is my understanding that in the past, the Village Board has typically not met the first meeting in July. Currently, the Tentative Schedule has a meeting on the first week of July; however, this could be modified based on the Village Board's preference.</p> <p>As you know, the third Monday of January is always observed as Martin Luther King Jr. Day, and the third Monday of February is always observed as Presidents' Day.</p> <p>I would like the Board to review the proposed tentative dates and determine when they would like to meet in the months of January and February. If the remainder of the schedule is acceptable, I would recommend approval of the schedule.</p> <p>A schedule of Holidays for 2013 when the Village offices will be closed is also attached.</p>

# VILLAGE BOARD MEETINGS

## 2013 Tentative Date Schedule

January 7
January 21*
February 4
February 18
March 4
March 18
April 1
April 15
May 6
May 20
June 3
June 17
July 1
July 15
August 5
August 19
September 16
October 7
October 21
November 4
November 18
December 2
December 16

All meetings scheduled are on Monday and will meet in the Earl McGovern Board Room at 7:00 P.M.



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION:</b> Village Board
<b>ITEM DESCRIPTION:</b> Paperless Communications
<b>PREPARED BY:</b> Matt Janecke, Assistant Village Manager
<b>REPORT DATE:</b> November 27, 2012
<b>VILLAGE MANAGER'S REVIEW/COMMENTS:</b> <input checked="" type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.



### Explanation

The Village has always made a strong commitment to being environmentally conscious whenever possible as is evidenced by our movement towards paperless packets. To continue this commitment, as well as reducing costs, staff has investigated the use of electronic reading devices for Village Trustee and staff who receive all Village meeting packets. The possible elimination of printed materials furthers that commitment of being environmentally friendly whenever possible.

### Impact

Village Trustees and Staff receive agendas and supporting documentation for every Village meeting, with each of the following meeting on a regular basis (Average number of meetings per year):

- Village Board (21);
- Plan Commission (10);
- Finance & Public Works (10);
- Traffic & Public Safety (10);
- Building Board (16);
- Library Board (10);
- Park & Recreation Committee (10);
- 4th of July Committee (10);
- Other various committees that do not meet on a regular basis

The following cost expenditures were considered when determining the amount of savings realized by going "paperless."

- Cost of paper & printing
- Labor associated with producing each packet and delivering by desk officer to Board Members residents'

### Cost Analysis

On an annual basis, the Village uses approximately 29,100 sheets of paper for packets for Board members, and staff. Before making a consistent effort towards reducing the Village's paper consumption, packet preparation used approximately 50,000 sheets annually. The reduction to 29,100 sheets was realized when packets were printed using both sides of each piece of paper and sub-committee packets were not being duplicated for Village Board meetings.

Each packet takes approximately two hours to copy, assemble, and prepare for delivery each week. This equates to roughly 104 labor hours annually dedicated to packet assembly. Many of these documents are often reduplicated for multiple meetings. In addition, Police Officers are used to deliver each of the packets, which takes approximately three hours for weekly packet delivery. Packet production and distribution costs include:

### ***Hard Costs Associated***

The following outlines the actual monies expended to create the packets on an annual basis.

1. Paper	\$203.70
2. Three Hole Paper	\$100
3. Color Paper	\$80
4. Preparatory items such as envelopes, staples, paper clips, etc.	\$80

Thus, on average, it cost the Village approximately **\$463.70** to complete packet assembly from start to finish with hard materials for the regularly scheduled meetings on an annual basis.

### ***Soft Costs Associated***

The following outlines the indirect costs associated with packet assembly and delivery. While these costs will be incurred either way, they would be spent on areas other than packets.

1. 104 Labor hours for assembly (at minimum)	\$3,097.12
2. 108 Labor hours for packet delivery (Desk Officers)	\$4,119.12

A total of **\$7,216.24** of indirect costs are allocated annually to provide packet assembly and delivery. This does not take into account the soft costs associated with the multi-function device used for printing and copying. The life span of the multi-function device may increase due to less perceived wear and tear.

### ***Total Costs Associated***

Over a three year period the Village spends approximately **\$23,039.82** on packet assembly and delivery.

### **Technological Advances**

To help reduce our overall paper consumption, as well as reducing the costs associated, Village staff has examined several "paperless" options. After researching the options, staff has identified the Apple iPad 2 as the most effective technology for the following reasons:

1. The iPad 2 has advanced graphics presentation capabilities that replacing hard copy agendas and reports would require. It would have the ability to display reports, maps, pictures and other printed copies in color.
2. The iPad 2 has annotation software available that will enable Trustees and staff to make notes, highlight information, apply reminder tags, etc. in the same fashion they would mark up a printed copy at a meeting.
3. The iPad 2 is thin (about the size of a magazine), so it will not be a bulky, heavy device that will become burdensome to transport to and from meetings.
4. The iPad 2 is a functional computer, allowing Trustees and staff to utilize the device to receive email communications, access the internet for research and maintain calendar and contact information.

An iPad 2 costs approximately \$400 each. Additionally, the Village would pay \$20 per device for third party software to enable specific functionality. The cost to purchase an iPad 2 for all Board

Members and essential staff (department heads) is approximately \$7,780 and includes applications, Dropbox cloud storage for Village Board Members, and carrying cases with key board. The agendas and supporting documentation would be provided on the website for easy download capability, as well as sent to Trustees using a Village enabled email account. To completely rid the Village of weekly packet delivery, citizen committee members would be asked to pick-up their respective packets at the Police Department lobby during the normal operation hours of 8:00 a.m. to 8:00 p.m.

Once purchased, the iPads would require minimal ongoing support costs of \$100 per year minimum for Dropbox. The device would use Wi-Fi as a means to connect to the internet. The Village would not need to purchase a wireless router to enable connection in the Board room as this has already been established. We assume that all Trustees have high speed internet access in their homes or at their workplace, and most likely have Wi-Fi capabilities as well. For those that do not have a wireless router at home, a wireless modem costs approximately \$50. Given the easy access to Wi-Fi in our area, Trustees would not be limited to any one location to use the device.

Accessing the agendas would become easier for both staff and Trustees. After the agendas are completed, they would be posted on the Village website. Once the agendas are posted, participating members would be sent an email notification that the agendas are available for review. The iPad offers an application that would allow users to “mark-up” their document with comments, similar to that of a hard copy.

### **Cost Per Trustee**

The option to use electronic readers is cost effective for Village, specifically for Trustee and Department Head use. In other words, because Trustees and Department Heads receive copies of every meeting agenda that is produced, utilizing an electronic reader would provide for the greatest cost saving potential. Using the hard costs above, we can see that we spend nearly \$1,030.89 annually, per Trustee. Thus, during the standard three year term, the Village spends over \$3,092.67 on packet preparation for every Trustee. The purchase of an electronic reader would save approximately \$1,980.40 per Village Trustee, over a three year period. This figure includes the annual cost for Dropbox cloud storage plus a 15% contingency for unexpected added costs. (\$9,177 v. \$23,039.82)

### **Cost Sharing Option**

An option available to the Committee and Board is to implement a cost sharing program, which would help reduce the cost burden on the Village. As such, Trustees willing to participate in a cost sharing program would have the opportunity to buy back their device at the end of their term

### **Public Records Retention**

The use of an electronic reader would not differ from other forms of communication devices in terms of open records laws. Similar to the prohibited use of cellular phones, Trustees would be prohibited from sending text, emails or other communication messages during that open meeting.

### **Municipalities Currently Participating**

Many communities have examined the option to move to “paperless agendas”. Below are a few Wisconsin examples of those communities that have made the transition.

- City of Amery
- City of Baraboo
- Village of Bayside
- [City of Fitchburg](#)
- Town of Grand Chute
- Village of Greendale
- City of Mequon
- Milwaukee County

- Monroe County
- [City of Oshkosh](#)
- City of Sturgeon Bay
- City of Whitewater



## Electronic Media Device Policy

### I. Purpose

The purpose of this policy is to use technologies to save Village Funds, Staff Time, better communicate with the public and provide for a more sustainable way of providing government documents through the use of paperless devices. The Village of Brown Deer has committed itself to more efficient and innovative in its procedures through the use of technologies. A tablet is one tool to help the Village of Brown Deer accomplish these goals.

#### A. Background. The standards set forth herein for use of iPad provided by the Village of Brown Deer are based on the following premises:

1. Electronic resources have become an invaluable asset that must be protected.
2. iPad are provided to Village Board members and Department Heads to establish a secure, reliable, maintainable, and supportable method of communicating information to Village Leaders.
3. Unless specifically exempt, information stored in any automated format is considered to be a public record. The user of an iPad will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information so that the Village can make the information available when requested in accordance with the provisions of Wis. Stat. § 19.21 relating to Public Records and Property.
4. Incidental personal use by members of the Village Board and Staff in accordance with this Policy is permissible.
5. All Village Board Members and Staff issued devices will be required to read the Village's Electronic Media-Device Policy and sign an acknowledgment confirming their adherence to this policy.

#### B. Interpretation.

1. This Policy does not cover employee-owned iPads being used for work. Employee owned tablets used for Village Business will be provided access to the Village Wi-Fi service in Village owned buildings.
2. All other policies, procedures, ordinances, and rules adopted by the Village Board and work rules, as stated in the Personnel Handbook, governing employee conduct is applicable to the use of Village iPad resources.
3. This Policy shall not be construed in a manner that causes it to conflict with any other State or Federal law or any Village ordinance.
4. Authorized City Staff shall mean the Village Manager.

#### C. General Use

1. One iPad will be assigned to each Village Board member and Department Head. Each iPad shall be numbered to ensure that it is consistently provided to, and used by, the same user.
2. All iPad assigned to Village Board members for their term of office, remain the property of the Village of Brown Deer and shall be surrendered to the Village Manager upon termination of such member's office or upon request by the Village Board. Staff will return units when at termination of employment with the Village.

## Electronic Media-Device Use Policy

3. Information pertaining to one or more scheduled meetings (i.e. meeting “packets”) shall be regularly available in Cloud storage or via Email Transmission.
4. Upon receipt from the Village Manager’s office, Village Board members and Staff shall be individually responsible for viewing the meeting’s packet and to review their packet in advance of the scheduled meeting.
5. All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the Village, remain the property of the Village.
6. The Village retains the right to access, inspect, monitor, and/or disclose any data stored on any iPad owned by the Village, whether transmitted or received via electronic information systems (including information downloaded from the Internet or received or sent via e-mail), media of any kind, and/or any other means of data input.
7. Information stored, saved, or maintained on a Village iPad is considered public information and is therefore subject to public disclosure laws. Further, authorized Village Staff shall have access to the Village iPad at any time so as to be able to inspect and monitor the material contained thereon.
8. iPad may not be used for the transmission of data during any Village meeting.
9. iPad may be used for transmission while being used at home to view the meeting’s packet or for doing Village business.
10. Assigned iPad shall be used in an appropriate and professional manner at all times. The use of language inappropriate to the work place is prohibited.
11. Use of Village iPad for the creation of offensive messages or documents, including racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language is strictly prohibited.
12. Incidental Personal Use: Although occasional and limited personal use of iPad is tolerated, subject to the limitations, conditions, and regulations contained in this Policy, assigned iPad may not be used in any way that:
  - i. Directly or indirectly interferes with Village operations of computing facilities or e-mail services.
  - ii. Is contrary to or damages the Village’s interest.
  - iii. Results in any incremental costs to the Village.
  - iv. Interferes with any Village officer or employee’s work duties, performance, or other obligations to the Village.
    1. Any personal use shall be at the risk of the person engaging therein. The Village is not responsible or liable for the consequences. Such use shall be limited to individualized personal communications and not mass distribution of material. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn by the Village Board member at any time.

**D. Prohibitions and Restrictions on Use. The use of any Village iPad whether in-house or external, for any of the following purposes is strictly prohibited:**

1. To create or transmit material which is designed or likely to threaten, disturb, intimidate or otherwise annoy or offend another, including, but not limited to,

## Electronic Media-Device Use Policy

broadcasting unsolicited messages or sending unwanted mail after being advised it is unwanted.

2. To create or transmit defamatory material.
3. To gain unauthorized access to facilities or services accessible by the Village network and intended to be used for official Village business or to use such facilities or services in an unauthorized manner.
4. To conduct business or engage in any “for profit” communications or activities.
5. To access, view or obtain any “adult entertainment,” sexually explicit, pornographic or obscene material unless it is for work-related investigatory purposes and with the prior approval of the Village Board.
6. For political campaign purposes, including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
7. To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from City files.
8. To create or transmit material of an offensive nature, including racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language
9. To represent oneself directly or indirectly as conducting Village business when using such equipment for incidental personal purposes.
10. For any purpose that would be a violation of any Village work rules, Village ordinance or State or Federal law, regulation, or order.

### **E. iPad Applications**

1. All systems running on Village iPad must be properly licensed.
2. For purposes of this Policy, applications fall into one of the following three categories:
  - i. STANDARD APPLICATIONS: These are the applications loaded onto the iPad at the time the iPad is provided to a Village Board member.
  - ii. ACCEPTABLE APPLICATIONS: The applications available to iPad users should be uploaded with caution as to its content and purpose. Any personal use of applications is at the user’s own risk. An application that is purchased will be done so at the user’s expense without reimbursement from the Village, at any time, unless it is deemed appropriate and necessary for all Board members to have the application and it is approved by the Village Board. At the end of the Councilmember’s term, the iPad will be turned in to the Village Manager’s Office and all applications uploaded, installed and all information present, personal or work related, will be deleted.
  - iii. UNAUTHORIZED APPLICATIONS: These are applications that include racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language that would be offensive to the public.

### **F. Electronic Mail and Access to the World Wide Web and other Servers.**

1. Village iPads have been equipped with firewall and anti-virus software and are intended to be used to access to electronic mail (e-mail) and internet. Apple products have internal security and virus protection built into the product.

## Electronic Media-Device Use Policy

2. Transmission of any material in violation of U.S. or state laws or regulations is prohibited.
3. Use of wireless internet connections should be used with caution and should not be considered secure, unless there is definitive proof that it is a secure network. Extreme caution should be practiced when sending or receiving confidential or sensitive material.

### **G. Security.**

1. Village Board members will be expected to take reasonable precautions to protect any iPad assigned to them from damage, destruction, or theft.
2. Village Board and Staff members are encouraged to take appropriate steps to protect the security of networks and files by the use of passwords and by taking all necessary steps to maintain the integrity of passwords. While the Manager's Office shall have the right to know all passwords, passwords should not otherwise be shared, nor should they be posted.
3. Any suspected breach of security, damage, destruction, or theft of any iPad owned by the Village should be reported to the Manager's Office immediately.
4. Village Board and Staff members are encouraged to use a backup system as there is an inherent risk that any data may be lost in the event of malfunction, damage, or theft to their assigned iPad.

### **H. Paperless Meeting Packets-Public Distribution-Consultants-Vendor**

1. All Village Board members and Staff will be **required** to use the iPad to read and download information for meetings from a cloud storage system. At no time will paper copies be distributed after the devices have been assigned to the Board and Staff.
2. Meeting information will be available in cloud storage for Village Board members and Staff by 5:00 p.m. the Friday prior to the meeting or equivalent day. Special meetings packet will be available 48 hours ahead of time. Packets will be posted online for the public no later than 4:00 p.m. the Friday prior to the Village Board meeting.
3. The media will be asked to access information on the Village website as the public will.
4. All Consultants, Vendors and Public must submit reports, or requests in a PDF, TIFF or MS Word digital format or other format requested by the Village.
5. The Village of Brown Deer will accept limited copies of reports or studies from the various Consultants, Vendors and the Public.

## **II. GENERAL PROVISIONS**

- (A) **Severability of Provisions.** If any part of this ordinance is held to be invalid, such part will be deemed severable and its validity will have no effect upon the remaining provisions of this ordinance;
- (B) **Duration and Effective Date.** The provisions set forth in this ordinance become and will remain in full force and effect (until their repeal by ordinance) on the day of passage and adoption of this ordinance and upon publication in accordance with applicable law.

Electronic Media-Device Use Policy

Adopted this 3rd day of December, 2012

Village of Brown Deer

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Carl Krueger, Village President

ATTEST:

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Jill Kenda-Lubetski, Village Clerk

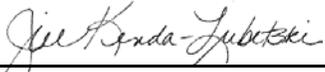
**BUILDING BOARD MEETING**  
**Monday, December 3, 2012**  
**Earl McGovern Board Room, 4:00 P.M.**



**PLEASE TAKE NOTICE** that a meeting of the Brown Deer Building Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I Roll Call
- II Persons Desiring to be Heard
- III Consideration of Minutes: November 5, 2012
- IV Old Business
- V Plans Submitted for Consideration
  - A) RE-SUBMITTAL - JFS Deerwood Crossing Phase Two Addition, 4195 W. Bradley Road
- VI Adjournment

Dated: November 28, 2012

  
\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**

**MINUTES OF THE MEETING OF THE  
BROWN DEER BUILDING BOARD  
HELD AT THE VILLAGE HALL –  
4800 WEST GREEN BROOK DRIVE  
ON MONDAY, NOVEMBER 5, 2012**



The meeting was called to order at 4:00 p.m.

**I ROLL CALL**

Present: Lavern Nall, Rory Palubiski, Tony Snow

Excused: Andrea Weddle-Henning, Tony Enea

Also Present: Nathaniel Piotrowski, Community Development Director; Shelley Gorman, Building Inspection Assistant; Douglas P. Brodjek, Stratford Village; Doug Stoffel, Stratford Village; Jeff Hutter, Stratford Village; Sig Strautmanis, General Capital Group

**II PERSONS DESIRING TO BE HEARD**

None.

**III CONSIDERATION OF MINUTES**

*It was moved by Mr. Snow and seconded by Mr. Palubiski to approve the October 15, 2012 minutes. The motion carried unanimously.*

**IV OLD BUSINESS**

None.

**V PLANS SUBMITTED FOR CONSIDERATION**

The following items were on the Agenda for review:

- A. Re-submittal of Stratford Village siding and roofing proposal, 8261-8335 N. Teutonia Avenue
- B. Re-submittal of JFS Deerwood Crossing Phase Two Addition, 4195 W. Bradley Road
- C. Bradley Crossing & VBD Community Center Signage, 4355-75 W. Bradley Road

**Stratford Village siding and roofing proposal, 8261-8335 N. Teutonia Avenue**

Stratford Village representatives presented a revised plan with new colors and materials. The revised submittal featured maple color siding, linen trim color, sandstone color cedar shake for the gables, and dark brown for the doors and window trims. Mr. Palubiski felt that the newly proposed cedar shake provided good visual distinction but also suggested adding some sort of vent in the middle of the large gables to add further architectural refinement to the building. Mr. Snow asked if the gutters were going to be the same linen color. Mr. Hutter from Stratford Village replied that they would be linen.

It was consensus of the board to approve the new design and coloring on condition that (8) decorative gable vents be included with material specifications and an updated rendering submitted to the inspection department.

**JFS Deerwood Crossing Phase Two Addition, 4195 W. Bradley Road**

Mr. Strautmanis of General Capital Group resubmitted a plan with changes as requested by the Board including the addition of cream color to the 3<sup>rd</sup> floor to match the existing building, and added brick near the ends of the new building.

Mr. Strautmanis also submitted a new rendering of the building viewed from Teutonia Avenue looking south. Chairman Nall stated that this rendering reinforced the Board's original concern that the reduced amount of brick on the addition still does not meet the Village ordinance, and the aesthetic standards of the Board. Mr. Snow added that the amount of brick should be raised to conform to standards of other nearby buildings and better match the amount of brick on the first phase of the development. A discussion ensued as to ways in which brick could be added to the project in order to effectuate the best design. Mr. Strautmanis offered that a "wainscot" of brick be added to the Teutonia side of the building but not to the parking lot side. Chairman Nall noted that the Board could not design the building for the developer and suggested that whatever is done be consistent with the quality of the existing building.

It was consensus of the Board to request that a resubmittal provided additional brick and appropriately complimented the existing building.

**Bradley Crossing & BD Community Center Signage Package, 4355-75 W. Bradley Road**

Mr. Strautmanis of General Capital Group submitted the renderings and specifications for (7) signs to be placed throughout the project. He described that the canopy signs would be 3D custom cast metallic aluminum with lettering attached by pins to give the illusion that they are floating. All of the canopy sign fonts are to be the same. He also said that the canopy and the color of the canopy would form the backdrop for the letters. Mr. Strautmanis said that only the ground mounted signs would be illuminated.

Board went through each sign application and reached the following consensus:

# 1 – Approved

# 2 – Approved with the lettering to be centered (error on the rendering)

# 3 – Approved

# 4 – Approved

# 5 – Approved - Directional Monument (double sided) with ground mounted lighting and directions to extra parking.

# 6 – Approved - Monument (single sided) with ground mounted lighting

# 7 – Approved - Awning signs are only on the Community Center Building tenant space and will have the VBD (Deer) Logo

**VII ADJOURNMENT**

The meeting was adjourned at 5:05 p.m. The next regularly scheduled meeting is November 19, 2012.



Nathaniel Piotrowski, Community Development Director  
Village of Brown Deer

**SPECIAL VILLAGE  
BOARD MEETING  
Tuesday, December 4, 2012  
Village Hall, Room 101, 5:45 P.M.**



**PLEASE TAKE NOTICE** that a joint meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Recess into Closed Session pursuant to §19.85 (1) (c) Wisconsin Statutes for the following reasons:
  - (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of interviewing candidates for the position of Village Manager.
- III. Reconvene into Open Session per §19.85 (2) for Possible Action on Closed Session Deliberations
  - A) Select Candidate(s) for final interviews for the position of Village Manager
- IV. Adjournment

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Jill Kenda-Lubetski, Village Clerk  
November 28, 2012

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**

**SPECIAL VILLAGE  
BOARD MEETING  
Wednesday, December 5, 2012  
Village Hall, Room 101, 5:45 P.M.**



**PLEASE TAKE NOTICE** that a joint meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Recess into Closed Session pursuant to §19.85 (1) (c) Wisconsin Statutes for the following reasons:
  - (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of interviewing candidates for the position of Village Manager.
- III. Reconvene into Open Session per §19.85 (2) for Possible Action on Closed Session Deliberations
  - A) Select Candidate(s) for final interviews for the position of Village Manager
- IV. Adjournment

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Jill Kenda-Lubetski, Village Clerk  
November 28, 2012

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**

**FINANCE AND PUBLIC WORKS  
COMMITTEE MEETING**  
Wednesday, December 5, 2012  
Earl McGovern Board Room, 6:30 P.M.



**PLEASE TAKE NOTICE** that the meeting scheduled for the Finance and Public Works Committee on Wednesday, December 5, 2012 at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, has been canceled.

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Jill Kenda-Lubetski, Village Clerk  
November 29, 2012

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**

**TRAFFIC & PUBLIC SAFETY  
COMMITTEE MEETING**  
Thursday, December 6, 2012  
Earl McGovern Board Room; **6:30 P.M.**



**PLEASE TAKE NOTICE** that the meeting of the Traffic and Public Safety Committee has been CANCELLED.

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Jill Kenda-Lubetski, Village Clerk  
November 29, 2012

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.**