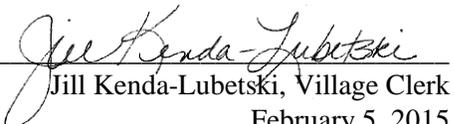


**PLAN COMMISSION MEETING**  
**Monday, June 8, 2015**  
**Earl McGovern Board Room, 6:30 P.M.**



**PLEASE TAKE NOTICE** that a meeting of the Brown Deer Plan Commission will be held in the Earl McGovern Board Room 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: April 27, 2015 – Special Meeting
- IV. Report of Staff/Commission Members
- V. Unfinished Business
- VI. Business Items
  - A) Review of determination and recommendation on conditional use permit reinstatement for an outdoor beer garden and recreational activities at Parkview Pub, 7651 N. Teutonia Avenue
  - B) Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road
- VII. Adjournment

  
\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk  
February 5, 2015

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

**BROWN DEER PLAN COMMISSION  
APRIL 27, 2015 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:30 P.M.

**I. ROLL CALL**

Present: President Carl Krueger; Trustees: Jeff Baker, Tim Schilz; Commissioners: Ryan Schmitz, Bill Hoffmann, Dan Bednar, Jeff Jaroczynski, Susan Bellehumeur

Also Present: Michael Hall, Village Manager; Erin Hirn, Assistant Village Manager; Nate Piotrowski, Community Development Director

Excused: Susan, Bellehumeur, Al Walters

**II. PERSONS DESIRING TO BE HEARD**

None

**III. CONSIDERATION OF MINUTES: February 10, 2015 – Regular Meeting**

Trustee Schilz noted that Item B under New Business was labeled incorrectly.

*It was moved by Commissioner Bednar and seconded by Commissioner Schmitz to approve the regular meeting minutes of February 10, 2015 with a correction to Item B. The motion carried unanimously.*

**IV. REPORT OF STAFF/COMMISSION MEMBERS**

Mr. Hall reported that Village Staff met with brokers representing the Bradley West shopping center to discuss possible opportunities for joint marketing with Village and School District owned land to the south. He also added that Staff is working with Bray Associates over the next 5 months to evaluate current Village facilities and determine long term building needs.

Ms. Hirn reported that the Farmers' Market will return to the former American TV lot for another year instead of relocating to W. Bradley Road due to construction.

**V. UNFINISHED BUSINESS**

None.

**VI. NEW BUSINESS**

**A) Review and Recommendation of a Certified Survey Map for a land division at 6700 W. Brown Deer Road**

Mr. Piotrowski reviewed the proposed map and detailed why the Village was undertaking the division.

President Krueger asked why the Village was keeping Lot 3. Mr. Piotrowski replied that this Lot would be kept for a regional stormwater and floodwater control area.

Mr. Hoffmann asked about the possible cost of the stormwater facility and Mr. Schilz inquired as to who would cover the costs. Mr. Piotrowski replied that a cost estimate of 200,000 to 250,000 was possible but added that design had not yet begun. He noted that the project would be funded through the existing Tax Incremental Financing district with the possibility of DNR and FEMA grants..

*It was moved by Commissioner Hoffmann and seconded by Commissioner Schmitz to recommend approval of the Certified Survey Map to the Village Board. The motion carried unanimously.*

**B) Comprehensive Plan Five Year Update**

Mr. Piotrowski reviewed the Village's progress to date on meeting goals and objectives from the plan. He noted that 60% of the plan's recommendations have been achieved or are in progress. He also pointed out that some of the recommendations remain unattained due to forces beyond the Village's control or due to the fact that they do not fit with market conditions.

Commissioner Bednar asked if Badger Meter River Park was a recommendation of the plan. Mr. Piotrowski stated that it was not a direct recommendation but rather stemmed from a series of comments and observations which noted that the Milwaukee River, a major asset to the Village, was completely inaccessible to the public. Therefore the idea of a public non-motorized boat launch seemed to fill that void.

President Krueger asked what recommendation #36 "easement along river" meant. Mr. Piotrowski replied that the plan contemplated securing an easement for public access along the Milwaukee River on land owned by the YMCA. Mr. Piotrowski added that this is probably unnecessary now given the new River Park.

Trustee Baker asked about recommendation #42 "housing aimed at women in the health care field" and #27 "multi-family housing on the south side of Brown Deer Road". Mr. Piotrowski noted that recommendation #42 stemmed from the momentum generated by the new YMCA/Wheaton healthy lifestyle village and the notion of a possible industry cluster around the location which in turn could generate demand for new housing. In response to #27 Mr. Piotrowski noted that there has been no additional demand or proposals for multi-family housing in this location due to the challenge of assembling many individual pieces of property.

Commissioner Jaroczynski asked if the Village should look to redo the plan. Mr. Piotrowski replied that while a few recommendations now seem off-base or unrealistic, the plan for the most part still remains relevant and a good guide for the Village. He added that it was designed with a 20 year life expectancy and noted that Staff will continue to monitor its applicability and relevance.

Commissioner Bednar asked if anything was being done with respect to the recommendation about working with Milwaukee County on the intersections of Bradley Road, Sherman Boulevard and Teutonia Avenue. Mr. Piotrowski replied that there is nothing new to report but that Staff would check with Milwaukee County as to their future reconstruction schedule.

*This item was for informational purposes only and no action was taken.*

**VII. ADJOURNMENT**

*It was moved by Commissioner Schmitz and seconded by Commissioner Jaroczynski to adjourn at 7:25 P.M. The motion carried unanimously.*



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Nate Piotrowski, Community Development Director



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION: Plan Commission</b>
<b>ITEM DESCRIPTION:</b> Review of determination and recommendation on conditional use permit reinstatement for an outdoor beer garden and recreational activities at Parkview Pub, 7651 N. Teutonia Avenue
<b>PREPARED BY:</b> Nathaniel Piotrowski, Community Development Director
<b>REPORT DATE:</b> June 4, 2015
<b>Applicant:</b> Jill McNutt, Sons of Bob, LLC.
<b>Existing Zoning:</b> B3-Commercial <b>Applicable Code:</b> Sec.121-63
<b>VILLAGE ATTORNEY REVIEW:</b> <input type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
<b>COMPREHENSIVE PLAN REVIEW:</b> <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

## BACKGROUND:

Parkview Pub was previously issued a conditional use permit for an outdoor beer garden and recreational activities in June of 2008 (see attached). This permit was then revoked in August 2012 due to security issues and neighbor complaints.

Ms. McNutt, the owner of the Pub, is again asking to reinstate the conditional use permit, after making a similar request in June of 2013 and June 2014. Further she is asking that the provision of an ID card reader and a landline be eliminated while extending the hours of operation until 10pm. Included in the packet is a letter from Ms. McNutt along with the original conditional use permit.

Since the permit was revoked neither the Community Services Department nor the Police Department have received any complaints about site conditions, crime or public nuisances. The Police Department has reviewed the request and feels that after another year without incident the permit could be reinstated. It is also the opinion of the Department that the modification to the permit removing the requirement of the ID card reader and land line is acceptable. The Police Department will be in attendance at the meeting to answer any other questions.

## RECOMMENDATION:

Staff suggests that the Plan Commission recommend approval of the reinstatement of the conditional use permit at this time to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

18 May, 2015

Mr. Nathaniel Piotrowski  
Community Development Director  
4800 W. Green Brook Drive  
Brown Deer, WI 53223

Dear Mr. Piotrowski,

Please accept this letter of request to reinstate the conditional use permit for the outdoor beer garden located at 7651 N Teutonia Avenue.

The outdoor beer garden will operate under provisions of the conditional use permit as written in 2008 with the following revisions: Under article seven, section e #9 and 14 will be removed. A high range cordless phone will be used as a landline. This will allow the telephone equipment to be removed at closing time.

The outdoor beer garden will cover the back yard area to include: horseshoe pits, volleyball court and picnic areas. The beer garden hours of operation will be from 10am until 10:00pm daily. The beer garden will not be open every day for these hours, instead it will be open for events and, horseshoe and volleyball leagues and tournaments.

Beverage accessibility from the back yard area will be limited to purchases made at the bar station in the contained back yard. Beverages will not be allowed to be carried in or out of the fenced area. Beverage purchase and consumption will be monitored by licensed park view bartending staff.

The back yard is furnished with outdoor safe stable furnishings. Lighting for the back yard is in place. At this time, food preparation in the backyard area in the form of grilling is not planned. Any food supplied by park view pub for patrons will be prepared in the kitchen area of the building structure already approved by the Northshore health department. Music played in the beer garden area will remain at levels acceptable to the neighborhood and will remain in compliance with the Village of Brown Deer noise ordinance, ending no later than 9:30p.m. nightly.

Please accept this letter as application for the re-instatement of the conditional use permit for the beer garden use. I am available to answer any questions or concerns you may have at (414) 460-6682.

Thank you for considering this request,

Sincerely,



Jill W. McNutt  
Agent/Owner  
Sons of Bob Llc  
Park View Pub

8



~~Agreement~~  
**Notice**

Document Number

Document Title

**DOC.# 10015751**

RECORDED 07/21/2011 01:07PM  
JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
FEE EXEMPT #:

**Recording Area**

Name and Return Address

**Planning and Zoning Specialist  
Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223**

**086-8983**

**Parcel Identification Number (PIN)**

**CONDITIONAL USE  
PERMIT**

**Outdoor Beer Garden and  
Recreational Activities**  
Document Title

Document Number

Before the Village Board of the Village of Brown Deer, in regard to Premises at **7651 N. Teutonia Ave.** located in the SE 1/4 of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, further described in attached **Exhibit "A"**.

**WHEREAS**, the Zoning Code and Zoning District Map of the Village of Brown Deer, pursuant to State Statutes, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

**WHEREAS**, a Petition has been made by Parkview Pub, and public hearing held thereon, and the Village Board of the Village of Brown Deer having determined that by reason of the particular nature, character, and circumstances of the proposed use, the proposed use with the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

**NOW, THEREFORE**, this Conditional Use Permit is granted authorizing that Exhibits A and B be used for the purpose of an **Outdoor Beer Garden and Recreational Activities** subject to compliance with the terms and conditions hereinafter stated in this Conditional Use Permit (hereinafter the "Permit").

Recording Area

Name and Return Address:

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

**086-8983**

**Parcel Identification Number (PIN)**

GRANTED, by action of the Village Board of the Village of Brown Deer this 19th day of May, 2008.

Russell V. Gompel  
Russell Van Gompel, Village Clerk

Carl Krueger  
Carl Krueger, Village President

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 2nd day of June, 2008, the above-named Carl Krueger, Village President and Russell Van Gompel, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Jill Kenda-Lubetski (Notary Signature) Jill Kenda-Lubetski (Print name of Notary)

Notary Public, State of WISCONSIN SEAL

My commission: 2-15-09

CONDITIONAL USE PERMIT ACCEPTANCE: This Conditional Use Permit is hereby accepted this 23 day of MAY, 2008.

Jill Wargolet (AGENT/OWNER) [Title] Brian Wargolet (MEMBER) [Title] Sons of Bob LLC

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

This Conditional Permitted Use Permit Acceptance was acknowledged before me this 23<sup>rd</sup> day of May, 2008, by

Jill Wargolet [name] as owner [title] of Sons of Bob LLC, and Brian Wargolet [name] as member [title] of Sons of Bob LLC respectively.

Elizabeth J. Bennett (Notary Signature) Elizabeth J. Bennett (Print name of Notary)

Notary Public, State of Wisconsin SEAL

My commission expires: 9-27-2009

Original filed in the Community Services Department of the Village of Brown Deer



**CONDITIONAL USE PERMIT**

**Outdoor Beer Garden and  
Recreational Activities**

**086-8983**

Document Number

Document Title

Parcel Identification Number (PIN)

**THE CONDITIONS** of this Permit are:

1. This Permit is granted to Sons of Bob, LLC, upon the representation that it is the owner of the Premises and shall become effective upon the execution of the acceptance hereof by Sons of Bob, LLC, as the owner of the Premises and upon recording shall constitute a covenant running with the land. The Permit may not be assigned until after it has become effective. No assignment of this Permit shall be effective until the assignee delivers written notice of the assignment to the Village Board, duly undertakes in writing to comply fully with the provisions of this Permit, satisfies any monetary security requirements of this Permit and cures any violations of this Permit. This Permit shall not be assignable to any person or entity that is not a tenant of the Premises.
2. The Permit shall be void unless, pursuant to the Building and Zoning Codes of the Village, the approved use commenced or the building permit is obtained within 12 months of the date of the Village Board approval noted above. Construction shall be completed within 12 months of the date the building permit is issued.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Brown Deer.
4. Operation of the use permitted shall be in strict conformity to the conditions set forth herein.
5. Conditions on the operation.
  - a. Type of operation permitted: **Outdoor Beer Garden and Recreational Activities**. The use of the Premises as an outdoor beer garden and recreational activities shall be in substantial compliance consistent with the plans set forth in the Site Plan and submitted to the Village of Brown Deer in support of the request for this Permit, which is attached as Exhibit B and made part of this Permit. No use of the areas of the premises not identified in the site plans for the proposed use may be used without approval by the Village pursuant to its Zoning Code.
  - b. Hours during which operation is permitted: **11:00 am to 9:30 pm Sunday- Thursday. 10:00 am to 9:30pm Friday and Saturday.**
  - c. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable Village Ordinances: **Per the Village Zoning Code.**
  - d. Prior to the commencement of the Outdoor Beer Garden and Recreational Activities and/or improvements, the Plat of Survey of the Premises shall be updated to show the location of the horseshoe pits, volleyball court, and fencing. The updated Plat of Survey shall be submitted to the Village of Brown Deer and made part of this Conditional Use Permit as Exhibit B.
  - e. Duration of Conditional Use: **For an initial period of one year. To be reviewed one year from the date of approval. If there are no documented complaints about the permitted use, or if documented complaints have been resolved to the satisfaction of the Village Board, the Permit, upon petition of the land owner and upon recommendation of the Plan Commission and approval of the Village Board, may be continuous pursuant to Chapter 10-10.08 of the Village of Brown Deer Zoning Code.**
6. Conditions of the Building other than in accordance with the approved building plans.
  - (1) **Any new signage shall be reviewed and approved by the Village of Brown Deer Building Board.**

**CONDITIONAL USE PERMIT**

**Outdoor Beer Garden and  
Recreational Activities**

**086-8983**

<b>Document Number</b>	<b>Document Title</b>	<b>Parcel Identification Number (PIN)</b>
------------------------	-----------------------	-------------------------------------------

7. Conditions on the Site other than in accordance with the approved site plan.
- a. Outside storage of Materials, Products or Refuse (location and screening thereof):
    - (1) There must be no exterior storage of supplies, building materials or equipment. All alcohol shall be kept inside the principal structure after beer garden operating hours.
    - (2) The property must be kept free and clear of litter and debris.
    - (3) The owner must provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department.
  - b. Finished topography and building grades, retaining walls, storm water run-off:
    - (1) None.
  - c. Sign location, size, design:
    - (1) Per Chapter 7 of the Zoning Code and as approved by the Village of Brown Deer Building Board.
  - d. Exterior lighting of the site, location, design and power:
    - (1) Adequate lighting for the outdoor beer garden must be provided. Said lighting must be down directed and shielded so as to prevent excessive light trespass onto adjacent property and must be approved by the Brown Deer Police Department. An electrical permit is required for the outdoor lighting.
  - e. Other:
    - (1) The number of patrons in the outdoor beer garden must not exceed one hundred (100). The owner shall have the ability to request, as part of a tavern entertainment permit, an expansion of permitted capacity up to one hundred and fifty (150) persons.
    - (2) Outdoor sales must be overseen by a licensed bartender.
    - (3) Furniture should be wood or wrought iron.
    - (4) Umbrellas, if utilized, must be made of a solid color cloth material and must not contain any advertising. All umbrellas must be secured in order to prevent them from dislodging during severe weather or other event which could cause damage or injury.
    - (5) The use of loud speakers and or amplified sound is prohibited unless utilized in conjunction with an event for which a special tavern entertainment permit is issued by the Village Manager per Volume 1 of the Brown Deer Village Code, Section 5-14.08. The use of portable radios, stereos or music players is permitted as long as the device is not connected to some type of separate sound amplifier. Noise emanating from the recreational uses and or beer garden shall be regulated per the Village Noise Ordinance, Article 35 of Chapter VI of Volume 1 of the Brown Deer Village Code.
    - (6) The Outdoor Beer Garden and Recreational Activities area of the Premises must be fully enclosed with fencing so as to prevent access to and from adjacent properties. The fencing may incorporate buildings, such as a garage to serve as a barrier to entry in place of continuous fencing. A fence permit from the Brown Deer Building Inspection Department is required.
      - a. Fencing along the west, north, and south property lines shall be a privacy style fence.
      - b. Fencing along the eastern portion of the outdoor beer garden shall allow for visual observation of the outdoor beer garden area by the Brown Deer Police Department.
      - c. Access gate shall only be permitted on the eastern-most portion of the fencing.
      - d. All fencing on the Premises shall be properly maintained.

- (7) The outdoor beer garden must be reviewed and approved by the North Shore Health Dept.
- (8) The horseshoe pits and all accessory structures including but not limited to lighting fixtures, trash cans and drink stands, must be fully contained on the owner's property within the fenced area.
- (9) An electronic identification card reader, which verifies the age, prints a receipt, tracks the clerk and prints a batch report, must be utilized at all locations where alcohol is served . This device must be approved by the Brown Deer Police Department.
- (10) Properly maintained outdoor toilet facilities with hand washing stations shall be provided on the Premises.
- (11) Customer parking for the Outdoor Beer Garden and Recreational Activities shall not interfere with the parking arrangements of other nearby businesses or residents.
- (12) Any hazardous conditions or deficiencies identified by the Village shall be corrected by the owner to the satisfaction of the Village within 30 days of written notification.
- (13) A sign, detailing that no alcoholic beverage can be carried outside the beer garden shall be posted at all exits.
- (14) A landline phone shall be installed in the beer garden area to facilitate emergency communication with the Brown Deer Police Department.
- (15) It is prohibited to carry or consume any alcoholic beverages outside of the fenced outdoor beer garden and it is prohibited to carry or consume any alcoholic beverages outside of the principal structure.

**Exhibit A**

That part of the Northwest  $\frac{1}{4}$  of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: commencing at the southwest corner of said  $\frac{1}{4}$  section; thence N  $89^{\circ}14'22''$  E along the south line of said  $\frac{1}{4}$  section 1340.00 feet to a point; thence N  $14^{\circ}30'44''$  W on a line 407.67 feet to the point of beginning of the land to be described; thence continuing N  $14^{\circ}30'44''$  W on a line 135.89 feet to a point; thence N  $89^{\circ}14'22''$  E on a line parallel to the south line of said  $\frac{1}{4}$  section 281.69 feet to a point in the west line of North Teutonia Avenue; thence S  $12^{\circ}06'05''$  E along the west line of said North Teutonia Avenue 134.62 feet to a point; thence S  $89^{\circ}14'22''$  W on a line parallel to the south line of said  $\frac{1}{4}$  section 275.86 feet to the point of beginning.

PLAT OF SURVEY

Exhibit B

LOCATION: 7651 North Teutonia Avenue, Brown Deer, Wisconsin

LEGAL DESCRIPTION:

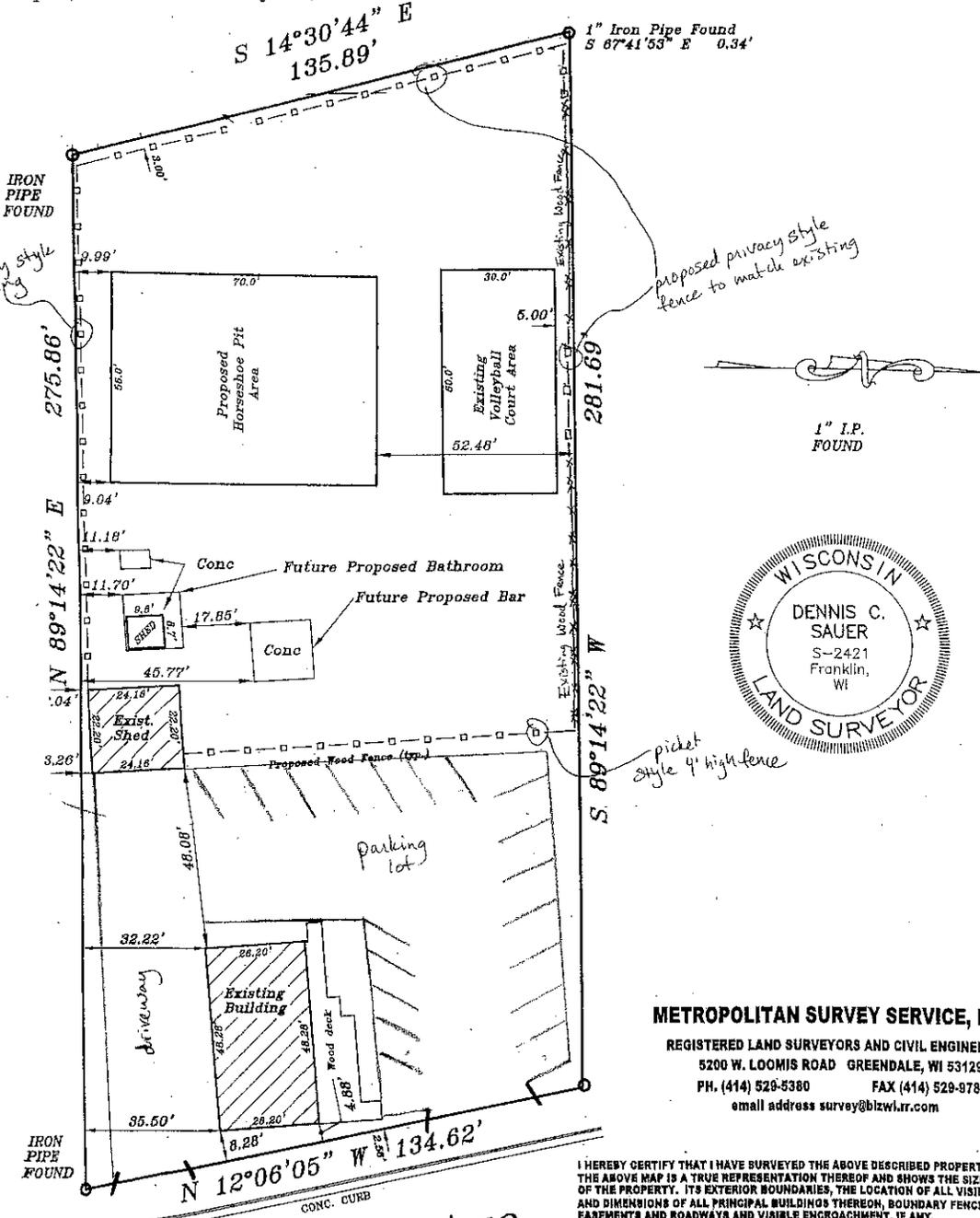
That part of the Northwest 1/4 of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 section; thence N 89°14'22" E along the South line of said 1/4 section 1340.00 feet to a point; thence N 14°30'44" W on a line 407.67 feet to the point of beginning of the land to be described; thence continuing N 14°30'44" on a line 135.89 feet to a point; thence N 89°14'22" E on a line parallel to the South line of said 1/4 section 281.69 feet to a point in the West line of North Teutonia Avenue; thence S 12°06'05" E along the West line of said North Teutonia Avenue 134.62 feet to a point; thence S 89°14'22" W on a line parallel to the South line of said 1/4 section 275.86 feet to the point of beginning.

September 12, 2006

Survey No. 99968

October 18, 2006 (Revised Drwg. per Villages Comments)

May 5, 2008 Concrete pads, deck, shed, volleyball and horseshoe areas added



METROPOLITAN SURVEY SERVICE, INC.

REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 5200 W. LOOMIS ROAD GREENDALE, WI 53129  
 PH. (414) 529-5380 FAX (414) 529-8787  
 email address survey@bizwlrr.com

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED

*Dennis C. Sauer*

Dennis C. Sauer

Registered Land Surveyor S-2421

N. Teutonia Ave.  
 (120' R.O.W.)



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION: Plan Commission</b>
<b>ITEM DESCRIPTION:</b> Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road
<b>PREPARED BY:</b> Nathaniel Piotrowski, Community Development Director
<b>REPORT DATE:</b> June 4, 2015
<b>Applicable Land Use Regulation:</b> Village Code Sec. 121-249, Business Planned Dev.
<b>VILLAGE ATTORNEY REVIEW:</b> <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
<b>COMPREHENSIVE PLAN REVIEW:</b> <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

## ANALYSIS:

Pak Technologies has agreed to purchase the former American TV building along with adjacent land and modify the site and building for their warehousing and distribution operation. By and large the building exterior will remain the same. Pak proposes to add three docks to the east side of the building and two docks to the southwest corner. Larger changes occur with the parking field where the current lot will be divided into outlot developments and PAK will create an employee parking and truck trailer parking area. The borders of the property to the south will be landscaped to screen the use and parking. The Village' stormwater/floodwater outlot will also be substantially landscaped to provide screening.

Included in your packet is a site plan, a plan showing truck turning radii and architectural drawings highlighting building modifications. In addition, because the site is now zoned Planned Development there is a development agreement that guides the use. Several highlights include a limitation on overnight truck parking to the southwestern edge of the site, the hours of operation will be from 6am until 11pm and the developer will help cost share in repairs to the roadway surface of Park Plaza Court.

The financial considerations of the development agreement have already been vetted and approved by the CDA and Village Board. Landscaping plans and building modifications still require further review by the Beautification Committee and Building Board.

## RECOMMENDATION:

Staff believes the remodel and full occupancy of the American building by PAK is positive and therefore we suggest that the development agreement be favorably recommended to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

## **Proposed development for Warehousing/Fulfillment Operations**

### **Reuse of Former American TV and Appliance Building 6700 Brown Deer Road , Brown Deer, WI.**

PAK Technologies is a custom contract processing /packaging company that began operations in 1980. With four distinct plants in Milwaukee and one on the East coast near Boston, MA., PAK services many industries to typically include Foods and Nutritionals, Specialty Chemicals and the Personal Care categories.

In the past 24 months, PAK Technologies, Inc. has made significant investments into plant and equipment and the necessary infrastructure to promote and expand the PAK Specialty Chemicals operation. PAK has also dedicated company resources to advance Quality certifications, add experienced management personnel to facilitate the planned growth and to maintain PAK's commitment of offering a wide variety of services with only the highest Quality in mind. Our progressive knowledge of the Chemical Industry since 1980 fuels our desire to grow and explore new business opportunities and to develop the unique processes that customer's demand.

The main Specialty Chemical production facility is located on the northwest side of Milwaukee, Wisconsin. It is centrally located and equidistant from Interstate 41/45 to the west and Interstate 43 from the east. The 160,000 sq. ft. plant is situated on a 14.0 acre parcel with ample room for secure truck access serving 3 incoming and 4 outgoing docks and 2 overhead doors. The plant also incorporates bulk loading / unloading of ingredients and finished products (dry or liquid) by pneumatic truck or railcar. The plant has two (2) interior tank truck loading bays and has the accommodations, on a private rail spur, for six (6) full size railcars.

On site there are approximately 3000 sf. of plant production offices and 2500 sf. of Technical Service areas to include a full QA/QC and formulation control laboratory. The Corporate administration offices are located one mile north in a 90,000 sf. building that also houses PAK's food grade processing / packaging operations.

A third PAK production facility in Milwaukee accommodates various Ice Control products with additional capacity for dry processing / packaging. The production facility and bulk holding areas are supported by an additional 150,000 sf. of attached warehousing capacity.

The newest production facility for PAK is located on the outskirts of Boston, MA. in the City of Ayer, MA. The 60,000 sf. facility has been designed and outfitted with systems to accommodate reactive blending of liquid polymers. The 5000 gallon blends are processed and pumped to bulk tank trucks for dedicated delivery to customers in the Northeast.

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#### **Corporate Offices**

7025 W. Marcia Road  
Milwaukee, Wisconsin 53223  
414.371.3100  
[www.paktech.com](http://www.paktech.com)

As part of the PAK Technologies continuous improvement process for operations and the desire to further service the needs of our customers, PAK is proposing to expand its warehousing operations for packaging materials and for finished cased products to be assembled, by order, for direct shipment.

The former American TV and Appliance building with the planned retrofits and improvements will be an optimal location for the warehouse expansion in the nearby Village of Brown Deer.

PAK is planning to occupy the facility after completed improvements by October 5, 2015.

PAK also anticipates that it will staff the facility in the early stages with 3-5 persons and grow the staffing to 10-15 persons within 12 months of operations. Most persons employed will be cross trained to operate the detailed computer software for a warehousing / fulfillment operation as well as operate forklifts for loading and unloading trucks. Hourly wages are typically in the \$14.00-\$18.00/ hr. range.

Truck traffic will be approximately 4-6 truckloads in and out per day. Additional UPS/FEDEX trailers will be staged at the indoor dock facilities for assembling freight loads for daily shipments. Hours of operations will normally be 5 days per week from 6:00am - 2:30pm. with extended hours to 11:00pm daily.

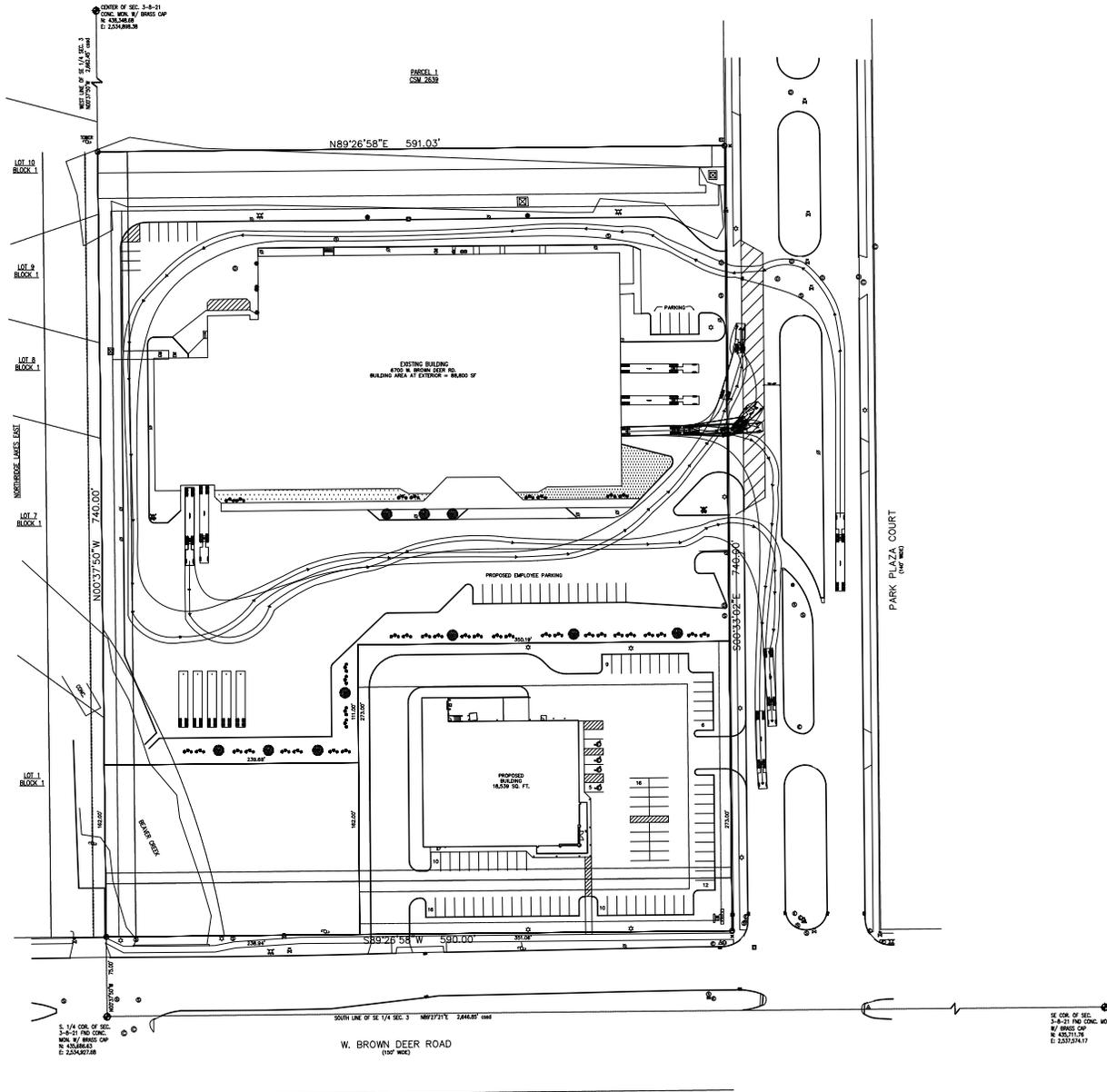
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**Corporate Offices**

7025 W. Marcia Road  
Milwaukee, Wisconsin 53223  
414.371.3100  
[www.paktech.com](http://www.paktech.com)







**BMR**  
**DESIGN GROUP, INC.**  
 Architects - Engineers  
 303 West Lincoln Avenue  
 Milwaukee, Wisconsin 53207  
 Phone - (414) 384-2996  
 Fax - (414) 384-2994

**PROJECT**  
 Proposed Building  
 Renovation  
 For:  
 Sixty Seven  
 Hundred BD LLC  
 At:  
 6700 W.  
 Brown Deer Rd  
 Brown Deer, WI

**PROJECT NO.** 2015-35

**DATE** 06/04/15

**REVISIONS**

NO.	DESCRIPTION

**CHECKED BY** L.B.

**DRAWN BY** R.A

**SCALE** as noted

**SHEET NO.** C-4

**SHEET TITLE**

TRAFFIC PATH  
 1" = 50'-0"



**PROJECT**  
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**PROJECT NO.** 2015-35

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**REVISIONS**

NO.	DESCRIPTION

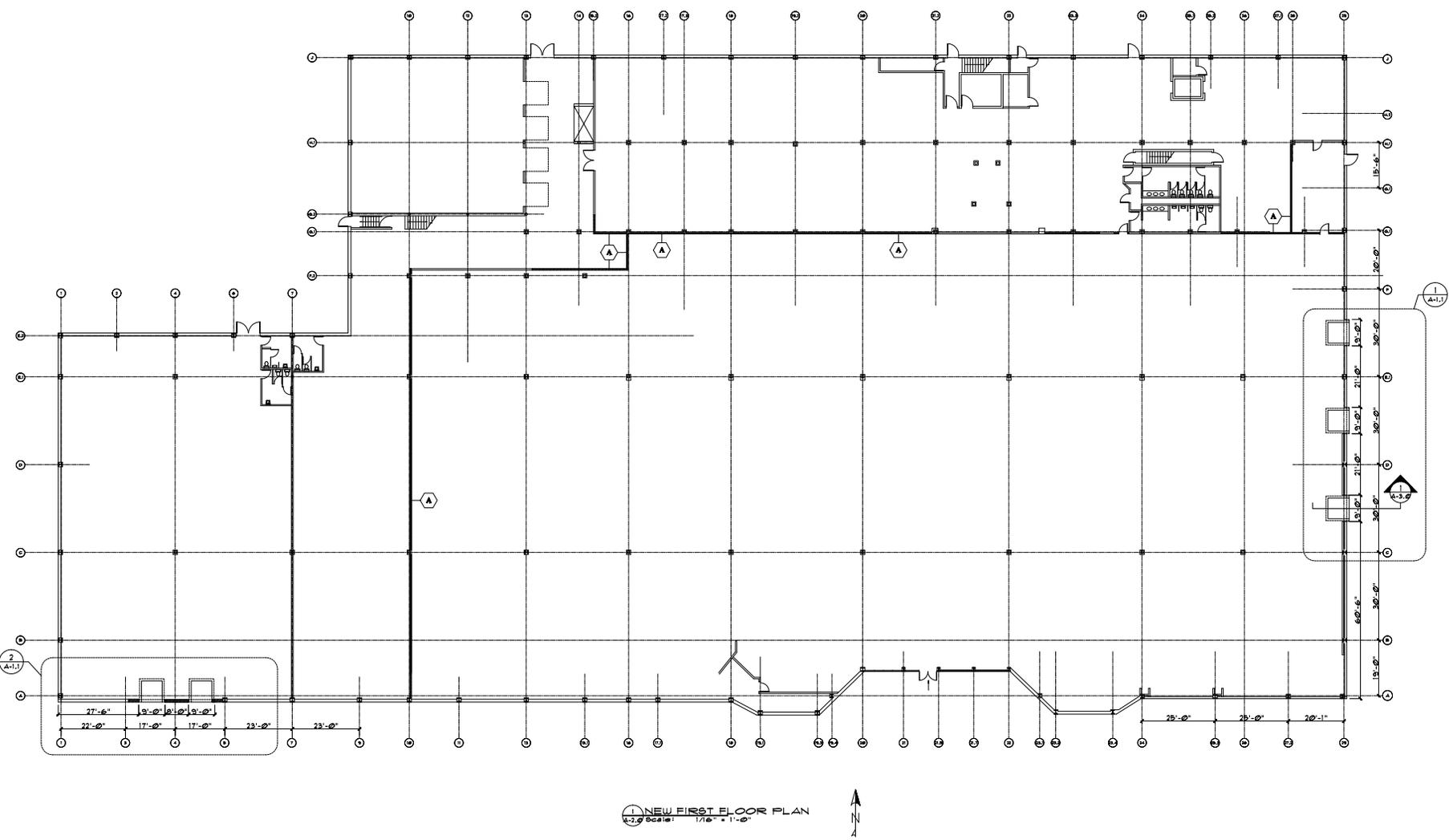
**CHECKED BY** L.B.

**DRAWN BY** R.A

**SCALE** as noted

**SHEET NO.** A-1.0

**SHEET TITLE**



**PROJECT**  
 Proposed Building  
 Renovation  
 For:  
 Sixty Seven  
 Hundred BD LLC  
 At:  
 6700 W.  
 Brown Deer Rd  
 Brown Deer, WI

**PROJECT NO.** 2015-35

**DATE** 06/04/15

**REVISIONS**

NO.	DESCRIPTION

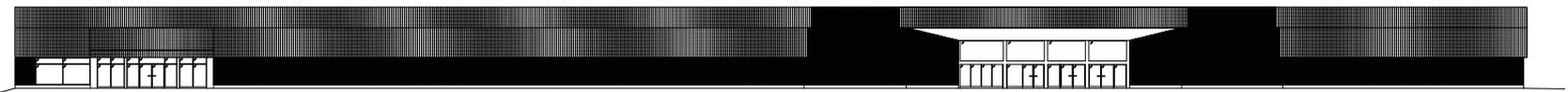
**CHECKED BY** L.B.

**DRAWN BY** R.A

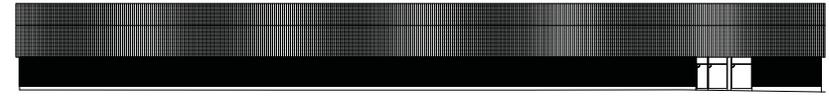
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**SHEET NO.** A-2.0

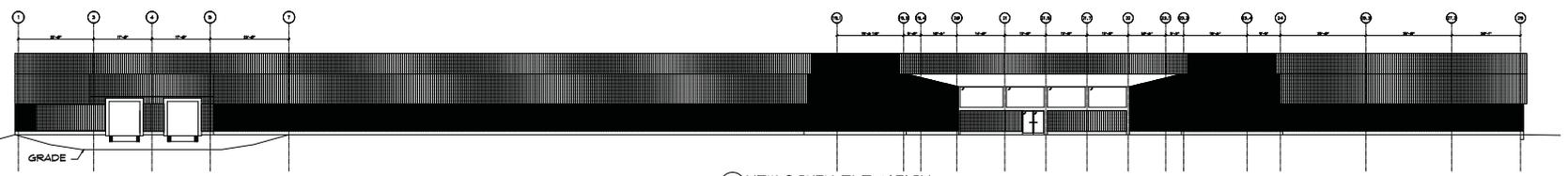
**SHEET TITLE**



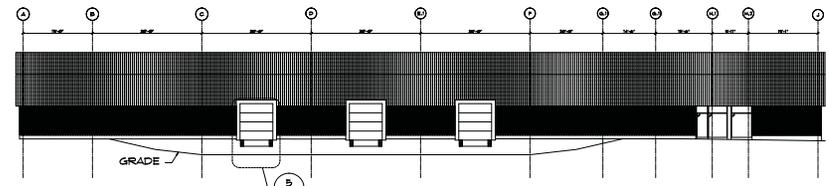
1 EXISTING SOUTH ELEVATION  
 1/2" Scale: 1/8" = 1'-0"



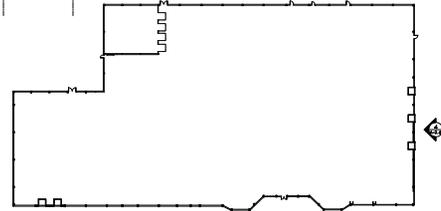
2 EXISTING EAST ELEVATION  
 1/2" Scale: 1/8" = 1'-0"



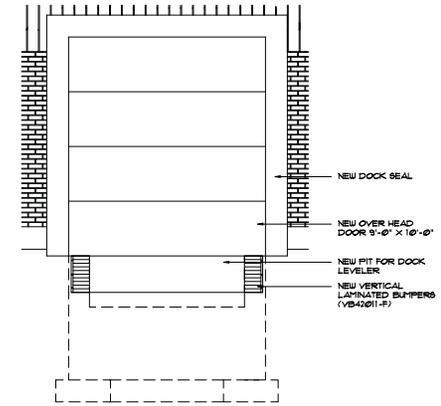
3 NEW SOUTH ELEVATION  
 1/2" Scale: 1/8" = 1'-0"



4 NEW EAST ELEVATION  
 1/2" Scale: 1/8" = 1'-0"



5 KEY PLAN  
 1/8" Scale: 1/8" = 1'-0"



6 NEW OVER HEAD DOOR ELEVATION  
 1/2" Scale: 3/8" = 1'-0"

- NEW DOCK SEAL
- NEW OVER HEAD DOOR 9'-0" X 10'-0"
- NEW PIT FOR DOCK LEVELER
- NEW VERTICAL LAMINATED BUMPERS (V84501-1)

**PLANNED DEVELOPMENT AGREEMENT WITH BROWN DEER 6700 LLC FOR A WAREHOUSE  
AND DISTRIBUTION FACILITY AT 6700 W. BROWN DEER ROAD**

This **DEVELOPMENT AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred to as the “Development Agreement” or in the alternative the “Agreement”), by and between **BROWN DEER 6700 LLC**, a Wisconsin limited liability company (hereinafter referred to as the “Developer”), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as “Brown Deer” or the “Village”).

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of Lot 2 of Certified Survey Map \_\_\_\_\_ (the “Property”); and

**WHEREAS**, the Developer intends to utilize the Property and all buildings and improvements on the Property for a warehousing and distribution facility as depicted on Exhibit 1 (hereinafter collectively referred to as the “Development”); and

**WHEREAS**, an application has been made to the Village by Developer for approval of this Agreement authorizing and governing the operation of the Development; and

**WHEREAS**, said Development is located in the PD Planned Development District and the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood in which the Development is located; and

**WHEREAS**, this Development Agreement shall be the Plan of Operations and shall be deemed to be in compliance with Section 121 of the Brown Deer Village Code if favorably recommended by the Plan Commission and approved by the Village Board; and

**NOW, THEREFORE**, the parties in consideration of the mutual covenants herein contained agree as follows:

1. Except as specifically permitted herein, no other buildings or additions to the existing building shall be constructed on the Development without prior written approval of the Board of the Village.
2. Developer is hereby authorized to construct the Development in strict conformity with plans submitted to and approved by the Village, said plans attached hereto, made a part hereof and marked as follows:

- Exhibit 1: Site Plan
- Exhibit 2: Building Elevations (Approved by the Brown Deer Building Board)
- Exhibit 3: Landscaping Plan (Approved by the Brown Deer Beautification Committee)
- Exhibit 4: Consent of Mortgagee
- Exhibit 5: TIF Bond Schedule – GTI Period

The Developer agrees that all plans shall require final approval of construction details by Village Staff, Village Board or appropriate Village reviewing authority, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances, or requests of required boards and committees consistent with applicable ordinances and the authority of such boards and committees. Such approval is not to be unreasonably withheld, conditioned or delayed.

3. The Developer agrees that all plans for public and private improvements to serve the Development shall be approved by the Village and/or Building Inspector as applicable before such plans can be implemented.
4. The Developer shall be responsible for all expenses that the Village may incur by virtue of inspections, plan review, legal, surveying, publication and engineering costs and studies pertaining to the Development.
5. The Development is currently being assessed at less than its base value at the time of formation of Tax Incremental District #3 (“TIF #3”). Therefore the Village of Brown Deer, or in the alternative the Community Development Authority of the Village of Brown Deer, will provide Developer redevelopment assistance as follows, the Village finding that but for such assistance redevelopment would not be economically feasible:
  - a. \$400,000.00 to be paid at Developer’s direction upon Developer’s occupancy, or closing of the sale of the Property, whichever is earlier.
  - b. \$110,000.00 in redevelopment funding payable in 2017 as soon as reasonably practicable after payment of the 2016 real estate taxes.
  - c. \$115,000.00 in redevelopment funding payable in 2018 as soon as reasonably practicable after payment of the 2017 real estate taxes.
  - d. \$125,000.00 in redevelopment funding payable in 2019 as soon as reasonably practicable after payment of the 2018 real estate taxes.
6. Guaranteed Tax Increment (“GTI”). Developer agrees that commencing not later than December 31, 2015, the Development shall have a fair market value of not less than \$3,500,000.00 (the “Minimum Value”).
  - a. If the Development does not have a fair market value equal to or greater than the Minimum Value as of December 31, 2015, and as of each December 31<sup>st</sup> thereafter during the GTI Period (as defined below), the Village shall have the option to assess the Development in the year of default, and each year thereafter during the GTI Period that Developer is in default under this provision, as if the Development (including then present land and building improvements) has a fair market value equal to the Minimum Value. In such event, the Developer shall pay to the Village an amount equal to the real estate property taxes owing that year based upon the Minimum Value and the then applicable mill rate. Such payment shall be deemed a contractual obligation of Developer to the Village, in lieu of real property taxes which would be due and owing to all applicable taxing jurisdictions, absent the default of this provision. From and after the expiration of the GTI Period, the Developer shall not be subject to this Section 6.
  - b. Restrictions of Sale, Transfer, Conveyance and Ownership. Prior to the payment in full of all TIF bonds as set forth on the attached Exhibit 5 (the “GTI Period”), and during the time that TIF#3 is in effect, Developer or any future owner shall not sell, transfer or convey ownership of the Property to any person or entity, in any manner which would render any part of the Property exempt from real or personal property taxation without the prior written consent of the CDA and/or Brown Deer, and shall execute and record deed restrictions effectuating this provision.
  - c. Notwithstanding the foregoing, the Developer shall not be in default of this Section 6 if the Development does not have a fair market value equal to or greater than the Minimum Value as a result of Force Majeure; provided, if the Force Majeure is a result of a casualty (fire or natural disaster), Developer’s obligation to maintain the Minimum Value shall resume as December 31<sup>st</sup> of the year following such event of Force Majeure. For purposes of this Agreement, the term “Force Majeure” shall mean weather conditions, natural disaster, fire, war, civil unrest, labor unrest or

similar circumstances beyond the Developer's reasonable control or breach of the Village's obligations under this Agreement.

7. The Developer shall promptly pay the costs of work undertaken by Developer and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Developer to any person, including any agent, contractor, employee or subcontractor employed by, or under, Developer.

8. Developer shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the rubbish removal system.

9. Developer shall also establish a recycling program in accordance with Wisconsin State Statute Chapter 287 and the Village's recycling ordinance. A collection system with adequate storage containers for recyclables must be provided for all recyclable material and this material must be collected and transported to a processing facility that separates and recycles appropriate items. All recyclable material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the recycling program.

10. Developer shall abide by applicable provisions of all of the Brown Deer ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control and storm water management ordinances.

11. Building permits for proposed new improvements associated with the Development shall be issued upon execution of this Agreement. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board in accordance with all applicable rules, regulations and ordinances. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:

- a) The complete construction/renovation of said buildings shall be under the immediate supervision and control of said architect or engineer.
- b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.
- c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.

- d) Prior to the issuance of a Certificate of Occupancy the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the State of Wisconsin.

12. No building authorized by this Agreement shall be occupied until a Certificate of Occupancy or temporary Certificate of Occupancy Permit has been issued by the Village Building Inspector. A Certificate of Occupancy shall be issued after all improvements, construction and landscaping for said building are completed as required by this Agreement and also as may be required by State law and Village ordinance.

13. The Developer shall landscape in accordance with the Landscaping Plan as approved by the Village Beautification Committee (Exhibit 3). All landscaping on the Development and ingress and egress drives shall be maintained by the Developer in a state of good maintenance and repair as reasonably determined by the Village Manager and in the event of default thereof, the Village may provide written notice to the Developer. If the Developer fails to correct the default within no less than 30 days after such notice is delivered to the Developer, subject to Force Majeure, the Village may do so and assess the cost against the Property, consistent with Wisconsin Statutes section 66.0627. Grass of a variety typical of sod and not to include that of a native prairie style or decorative grasses designed for greater lengths shall be kept cut to a height of not more than four (4) inches. Landscaping for this purpose shall mean bushes, shrubbery, trees, grass and other items or appurtenances necessary to maintain a pleasing and attractive appearance. Dead trees, bushes and shrubbery, shall be removed and immediately replaced at the direction of the Village Manager or his designee and in accordance with the Landscaping Plan (Exhibit 3).

- a) Vegetation shall be kept trimmed back from around lighting fixtures, fire hydrants and any other utilities that extend from the ground or buildings.
- b) A professionally prepared Landscaping Plan (Exhibit 3) shall be submitted for review and approval by the Village of Brown Deer Beautification Committee. This document does not grant approval of the landscape plan.

14. Signs on the premises shall, at all times, conform to Village sign regulations as found in Chapter 121 of the Brown Deer Village Code.

- a) All signs and subsequent changes shall be submitted for review and approval by the Village of Brown Deer Building Board. This document does not grant approval of signage.
- b) Window signage, both permanent and temporary, for the Development shall not exceed twenty percent (20%) of the total window area.

15. Storm water management measures for the Property shall be in accord with the Village Storm Water Management Ordinance. The Village intends to construct a storm water maintenance pond on Lot 3 of Certified Survey Map \_\_\_\_\_ (the "Storm Water Pond"). The Village, the Developer and the owner of Lot 1 of Certified Survey Map \_\_\_\_\_ ("Lot 1") shall work cooperatively to coordinate all storm water management measures among the parcels of Certified Survey Map \_\_\_\_\_. The Village shall require, as a condition of sale of Lot 1, that the owner of Lot 1 cooperate in such efforts. To the extent the Property requires use of the Storm Water Pond, the Village shall grant Developer an easement for use of the Storm Water Pond and the Developer shall agree to contribute to the on-going cost of maintenance of the Storm Water Pond on an equitable basis with other users thereof. As applicable, the Village, the Developer and the owner of Lot 1 shall enter into a Storm Water Easement and Pond Maintenance Agreement mutually acceptable to all parties prior to or simultaneously with the issuance of an occupancy certificate for the Property.

16. The Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke, dust, etc.
17. The Development shall be appropriately illuminated in order to protect public safety.
- a) An exterior lighting plan shall be reviewed and approved by the Brown Deer Police Department prior to installation of lighting fixtures.
  - b) Illumination of off-street parking and loading areas shall be arranged to shield the adjacent properties and streets from direct rays of light and glare. No Development lighting shall trespass more than 0.1 footcandles of horizontal illumination across adjoining or nearby residentially zoned property lines and no more than 0.5 footcandles of horizontal illumination across adjoining or nearby commercially zoned property lines as measured twelve (12) inches above grade.
  - c) All lighting, except security lighting, shall be extinguished no later than sixty (60) minutes after the close of business of the Development being served, except as may otherwise be authorized by the Board of the Village.
  - d) All lighting fixtures shall be maintained in working order.
18. The exterior storage, display or sale of inventory, supplies or merchandise is prohibited unless otherwise permitted in accord with a Conditional Use Permit for “Bulk Retail Storage”.
19. The use of an outdoor loudspeaker/paging system on the Development shall be prohibited. This does not preclude the use of a notification bell for donation drop offs.
20. Developer anticipates the regular hours of operation of the Development to be 6:00 a.m. to 11:00 p.m. daily (“Regular Hours of Operation”). To the extent any operations in connection with the Development occur outside of the Regular Hours of Operation, Developer shall use its commercially reasonable best efforts to minimize any exterior noise or activity from the operation of the Development.
21. No person, firm or corporation shall engage in delivery, loading or unloading in conjunction with the operation of the Development unless such operations are conducted in accord with the conditions of this Agreement.
- a) Deliveries of products and inventory to the Development may only occur during Regular Hours of Operation.
  - b) Delivery trucks shall be turned off/shut down while waiting to or completing a delivery at the Development. Exception shall be given to delivery trucks having refrigeration units that require the vehicle remain running. Said refrigerated trucks may remain running for no longer than one (1) hour.
22. The Developer shall provide parking spaces to serve the building in accordance with the requirements of Chapter 121 of the Village Code.
- a) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles, or other vehicles, unless said vehicles are accessory to the approved use of the Development.

- b) The parking of motor vehicles, with attached advertising graphics and/or logos, intended to act as additional signage for the Development is prohibited, unless said vehicles are accessory to the approved use of the Development.
- c) Exterior parking storage of recreation vehicles, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.
- d) The Developer shall prohibit the use of parking on the premises that is not accessory to the existing building use therein. Junk and/or abandoned vehicles shall be removed by the Developer within five (5) days upon receipt of written notification from the Village.
- e) Overnight parking of trucks and semi-trailers shall be limited to the angle parking located adjacent to the western lot line of the Property as shown on the Site Plan attached as Exhibit 1. There shall be no more than 6 trailers parked in this location overnight.
- g) Snow storage within the parking area shall not interfere with the orderly flow of traffic and shall not obstruct any vision triangles.

23. All applicable permits/licenses/approvals shall be obtained prior to commencing construction and/or operation of the Development.

24. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development or any building or site improvements on the Development, the Developer shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification, or if such deficiencies or violations cannot be cured within thirty (30) days, then a reasonable period of time provided the Developer promptly commences and diligently pursues such cure. This provision does not limit the Village from taking any other action not otherwise inconsistent with this Agreement to enforce any provisions of the Village ordinances or this Agreement.

25. The Developer agrees to safeguard the building from fire as follows:

- a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.
- b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.
- c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.
- d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.

e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.

f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

26. All occupants shall furnish the Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur at the building. This information shall be submitted to the Police Department five (5) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made five (5) days prior to the actual change in the person(s) to be contacted.

27. The Developer agrees to safeguard the building on the Property with respect to crime prevention as follows:

a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

b) Prior to occupancy of the building, the Developer shall provide the Village Police Department with a statement describing proposed procedures to be utilized with respect to proposed security system/hardware indicated above.

c) Prior to occupancy of the building, the Developer will meet with a representative of the Village Police Department to conduct a crime prevention evaluation and to make recommendations to the Developer on how to reduce criminal opportunity on the Property. Additionally, the Village Police Department, will advise the Developer how to increase building protection by use of security equipment, electronic surveillance and any other crime prevention techniques which may improve both occupancy and site protection. The Developer shall meet with the Police Department annually to review crime prevention measures. The meetings shall be held more frequently if deemed necessary by the Police Department.

28. The Developer shall:

a) To the extent necessary for the proposed improvements to the Development, provide the Village with a complete set of utility construction as-built drawings in AutoCAD format (\*.DWG). Plan and profile sheets shall indicate as-built data without removing original data from the drawings. These as-built drawings shall be labeled as "as-built" within the title block of each sheet.

- b) To the extent necessary for the proposed improvements to the Development, provide the Village with a master grading plan in AutoCAD format (\*.DWG). The master grading plan shall indicate the elevations of all lot corners, grade breaks, drainage swales and storm water detention areas without removing original data from the drawings. The proposed finished grade shall be shown for each proposed structure.

29. The Village acknowledges and agrees that the Development shall have two access points from Park Plaza Court to the Development for vehicular ingress and egress. At least one of these access points shall facilitate the loading and unloading of semi trailers with turning movements that impact the public right of way. To protect the travelling public and condition of the roadway the Developer agrees to:

- a) Help offset the cost of future repairs or reconstruction to Park Plaza Court due to additional truck traffic and loading that will occur with the development. The Developer will be special assessed, during the year of construction or for an agreed upon term thereafter, 20% of said repair or reconstruction costs for the southbound travel lane(s) of Park Plaza Court from the northern property boundary of Lot 2 of CSM \_\_\_\_\_ to the right of way of W. Brown Deer Road (STH 100).
- b) Cross stripe and maintain roadway markings limiting travel along southbound Park Plaza Court as depicted on Exhibit 1.

30. The Developer shall further grant or dedicate to the Village, without cost to the Village, such right of way or easements as reasonably determined necessary by the Village for any additional future public improvements, provided the same are located in areas which are acceptable to Developer, have not been improved with buildings and have not been reserved as building, loading or parking areas as shown on Exhibit 2 and further provided that said improvements, when installed, shall not unreasonably interfere with the use of the Development depicted in the exhibits attached hereto, or lower the value thereof. Without limiting the generality of the foregoing, in no event shall any such rights of way or easements adversely affect any parking areas or signs to be located on the Development. Whenever possible, such additional right of way or easements shall be located adjacent to the exterior lines of lots and parcels or adjacent to existing easements or rights of way. Developer shall execute and deliver any deeds or instruments reasonably deemed necessary by the Village to implement this Agreement. Developer hereby grants the right, power and authority to construct, install and maintain all easements, if any, depicted on the exhibits attached hereto for the purposes designated to the Village. The use of the easement areas inures to the public, and in the case of utility easements, to the public utilities.

31. Developer acknowledges it shall be in control of the Property during construction and will endeavor to work with the Village on construction, municipal involvement in site development, and utility work.

32. Each party shall be responsible for its own costs, including professional fees, in connection with the negotiation and drafting of this Agreement.

33. Except as provided otherwise in this Agreement, the covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Board of the Village may relieve the Developer from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same. At such time as Developer transfer or conveys any interest in the Development (after completion thereof and issuance of a Certificate of Occupancy), any transferee shall then be liable for all obligations hereunder that arise



IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

“DEVELOPER”

**BROWN DEER 6700 LLC, A WISCONSIN LIMITED LIABILITY CORPORATION;**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kevin J. Schuele, Manager

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D., the above-named \_\_\_\_\_, the Manager, of Brown Deer 6700 LLC 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, \_\_\_\_\_ County, \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

\* Print Name of Notary Public



**EXHIBIT 1**

**SITE PLAN**

**SEE ATTACHED**

**EXHIBIT 2**

**BUILDING ELEVATIONS**

SEE ATTACHED

**EXHIBIT 3**

**LANDSCAPING PLAN**



**EXHIBIT 5**

**BOND SCHEDULE – GTI PERIOD**