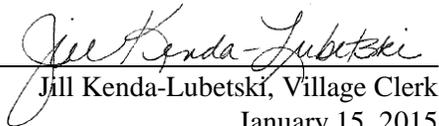


VILLAGE BOARD MEETING
Monday, January 19, 2015
Earl McGovern Board Room, 6:30 P.M.



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
 - A) Brown Deer Police Department Recognition – 4 (Chief Kass)
- IV. Consideration of Minutes: December 15, 2014 Regular Meeting
- V. Unfinished Business
- VI. New Business
 - A) Second Amendment to Substitute Redevelopment Agreement with Deerwood Offices, 8655 N. Deerwood Dr.
 - B) Goodwill – Sidewalk Easement
 - C) Resolution No. 15-, Resolution Declaring International Migratory Bird Day in the Village of Brown Deer” Bird City Re-Application Process
 - D) Code Enforcement Activities Report for 2014
 - E) Resolution No. 15-, “Partnership for Prosperity: An Agenda for a Competitive 21st Century Wisconsin”
 - F) Ordinance No. 15-, “An Ordinance Amending Section 34-203 of the Brown Deer Village Code Relating to Possession of Tobacco and Tobacco Products by Minors”
 - G) Update to Fee Chart (Resolution), Ordinance 109.91 – Fees
 - H) Ordinance No. 15-, “An Ordinance Amending Section 62-51 of the Village Code Relating to Parking Regulated”
 - I) Approval for No Parking Restriction on West Dean Road Amending Table 62-51C of the Village’s No Parking Ordinance
 - J) Conditional Use Permit to Eco-Site LLC, for a Cellular Communication Tower and Associated Equipment at 8200 North 60th Street
 - K) Conditional Use Permit for a Commercial Dan Studio at 9036 North 51st Street
 - L) Conditional Use Permit for a Medical Laboratory at 9055 North 51st Street, Unit E
 - M) Development Agreement for a Professional Office at 8759 North Deerwood Drive
 - N) Resolution No. 15-, “Fee Schedule for 2015”
 - O) Ordinance No. 15-, “An Ordinance Amending Section 2-427 of the Brown Deer Village Code Pertaining to Destruction of Public Records”
 - P) Resolution No. 15-, “Resolution Pertaining to Retention and Destruction of Municipal Records”
 - Q) Draw Candidate’s Names for Ballot Placement for Spring Election on April 7, 2015
- VII. Village President’s Report
- VIII. Village Manager’s Report
- IX. Adjournment


Jill Kenda-Lubetski, Village Clerk
January 15, 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 VILLAGE BOARD
DECEMBER 15, 2014 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: Village President Krueger; Trustees: Awe, Baker, Boschert, Oates, Schilz, Springman

Excused: Trustee Baker

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Mike Kass, Chief of Police; Susan Hudson, Treasurer/Comptroller; Nathan Piotrowski, Community Development Director; Matthew Maederer, Public Works Director; Brian Williams-Van Klooster

II. Pledge of Allegiance

III. Persons Desiring to be Heard

IV. Consideration of Minutes: December 1, 2014 – Regular Meeting

It was moved by Trustee Boschert and seconded by Trustee Oates to approve the minutes from the December 1, 2014 - Regular Meeting. The motion carried unanimously.

V. Unfinished Business

VI. New Business

A) Approve Village Board Meeting Schedule for 2015

Mr. Hall announced in the past, the months of January and September have included only one meeting date. Also, the Board has typically not met the first meeting in July. Currently, the tentative schedule includes two meetings in January, plus a meeting the first week of July, but the can be modified depending on preference. President Krueger commented that he would like to cancel the first meeting in July but the rest of the meetings remain per the schedule. Trustee Baker clarified that the ordinances state the Village Board will hold two meetings a month.

It was moved by President Krueger and seconded by Trustee Boschert to approve the 2015 Village Board Meeting Schedule as written and cancelling the first meeting in July and first meeting in September. The motion carried unanimously.

B) Third Amendment to Commercial Offer to Purchase at 6700 W. Brown Deer Rd.

Attorney Fuchs updated the Community Development Authorities decision to approve the Third Amendment to the Offer to Purchase and gave a brief history of the CDA/Village purchasing the property that began of January 2, 2015. However, this being the third amendment to the offer to purchase document, extends the purchase date to April 21, 2014. The amendment is made with the interest that American Property Acquisition (APA) continue with their current conceptual redevelopment plan and if a plan were to arise, the offer to purchase from the CDA/Village will be terminated. The previous offer to purchase went through November 30th. Attorney Fuchs continued, saying he and other Village Staff will continue to work with APA on different TIF fund allocation scenarios.

C) Intergovernmental Agreement between Milwaukee County and the Village of Brown Deer Permitting Access to Milwaukee County's Public Safety Radio System

Mr. Hall reported Milwaukee County is updating their radio towers to digital. In order to accomplish that an added cost will be passed on to Milwaukee County municipalities to help offset the cost to upgrade the tower, allowing the municipalities continued use of the tower. A cost step increase will take place over a number of years, with the charge being applied per radio including the Public Work's radios. Chief Kass commented how the directive was passed down from the federal government.

Trustee Schilz asked if the fee schedule is negotiable. Mr. Hall explained they are fairly set, and that after 2020 will be adjusted as Milwaukee County sees fit. If the Village does not agree, they will be without a radio system. Chief Kass said if the municipalities do not agree, the County Executive has the power to impose a fee schedule on the municipalities. President Krueger added there has been a lot of discussion at the Intergovernmental Cooperation Council meetings.

Trustee Springman asked how the fire department's radio fees will be distributed amongst the North Shore communities. Mr. Hall responded it will be distributed based on the funding formula that was recently adopted.

It was moved by President Krueger and seconded by Trustee Awe to approve the Intergovernmental Agreement between Milwaukee County and the Village Of Brown Deer Permitting Access to Milwaukee County's Public Safety Radio System. The motion carried unanimously.

D) Approve Library Equipment Upgrades and Replacements

Mr. Williams-Van Klooster reported he would like to spend part of the remaining bond proceeds money on public computer and network upgrades, previously approved by the Library Board and Finance and Public Works Committee. Vendors were selected from help of Brown Deer School IT personnel. The purchase will help to increase computer access for library patrons.

Trustee Schilz asked if laptops will leave the library. Mr. Williams-Van Klooster responded the laptops are for use within the library only for a maximum of three hours.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve the purchase for Library Equipment Upgrades and Replacements. The motion carried unanimously.

E) Approve Police Department squad car purchases for 2015

Chief Kass reported he would normally receive subcommittee approval before going in front of the Village Board for final approval, however he would like to order cars before an influx of orders come in to Ford. The routine replacement of squad cars in the police department's fleet involves the replacement of two police patrol vehicles and the trade-in of one patrol vehicle in 2015, thus increasing the police vehicle fleet from 11 to 12 vehicles. Recently, the department has identified the need for an additional marked vehicle in the fleet due to officers having to wait for a vehicle while another officer from a previous shift is finishing a call for service or a vehicle is down for repair and/or otherwise unavailable for use. In 2015, replacement of the department's full size SUV Command Post/Supervisor's vehicle is due. This full size SUV is used for towing the command post trailer, the speed enforcement trailer and is specially equipped to perform as a command post for use in critical incidents.

It was moved by Trustee Oates and seconded by President Krueger to approve the purchase of vehicles and equipment including trade in value not to exceed \$52,087. The motion carried unanimously.

F) ArcGIS Server Development Agreement Phase II with Reukert/Mielke

Mr. Maederer reviewed his memo and commented phase I of the GIS conversion was approved at the

August 6th, 2014 Finance & Public Works Committee meeting and the subsequent Village Board meeting on Monday, August, 18th. Phase I of the conversion is now substantially complete and currently under staff review before public launch. He is now requesting phase II of the project be approved as previously identified as a capital purchase. A conversation ensued regarding staff training and how the public will be able to use the software from the Village's website.

It was moved by Trustee Boschert and seconded by President Krueger to approve the purchase for an ArcGIS Server Development Agreement Phase II with Ruckert/Mielke not to exceed \$49,675. The motion carried unanimously.

G) Consideration and approval of TIF No. 2 Street Re-Lighting Project

Mr. Maederer reviewed his memo and commented the original street lighting project for TIF No. 2 was completed in 2003. The project included the green painted steel decorative poles, bases, arms, and fixtures. The original project included 26-twin light poles and 48-single light poles. Over the 11-year period the lights have been installed significant rusting has occurred due to the poor quality of the materials. Replacement parts have also become a burden and proved to be costly. Rather than spend large amounts of money replacing and re-painting the poles, etc. staff is recommending full replacement which would include LED lights versus the existing pulse-start metal halide lamps. For lighting replacement staff retained the services of Greg Sadowski, PE, an electrical engineer and president of Powrtek Engineering in Waukesha. Powrtek prepared four options for the street lighting replacement which are attached along with a summary of costs.

Trustee Schilz asked about having a one-sided street light because of the intensity of lighting in that area is no longer needed. Mr. Piotrowski commented it would be challenging to accomplish that because of wiring capabilities, and a way to reduce lighting could be by reducing the number of poles. Further discussion ensued regarding the illumination from the lights in that area.

It was moved by President Krueger and seconded by Trustee Schilz to table the Approval of Option No. 4 for TIF No. 2 Street Re-Lighting Project for further consideration by Staff for less lighting in that area and to see a picture of the proposed light poles. The motion carried unanimously.

H) October 2014 Financial Reports

I) Consideration of November 2014 Vouchers

It was moved by President Krueger and seconded by Trustee Boschert to approve the December vouchers from December 3, 2014 thru December 15, 2014. The motion carried unanimously.

J) Direct Village Staff and Plan Commission to Prepare and Review a Draft Tax Incremental Financing (TIF) Project Plan and Preliminary Boundaries for an Area Generally near West Bradley Road between North 47th Street and North 50th Street

Mr. Piotrowski commented he simply needs Village Board approval to start preparing a draft plan.

It was moved by Trustee Boschert and seconded by Trustee Oates to Direct Village Staff and Plan Commission to Prepare and Review a Draft Tax Incremental Financing (TIF) Project Plan and Preliminary Boundaries for an Area Generally near West Bradley Road between North 47th Street and North 50th Street. The motion carried unanimously.

VII. Village President's Report

Village President Krueger reported on the following:

NSFD meeting

ICC Meeting

VIII. Village Manager's Report

Village Manager reported on the following:
Board Room Remodel Project

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.

It was moved by Trustee Springman and seconded by President Krueger to recess into Closed Session at 7:52 p.m. The motion carried unanimously.

It was moved by President Krueger and seconded by Trustee Springman to reconvene into Open Session at 8:24 p.m. The motion carried unanimously.

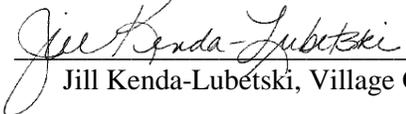
X. Reconvene into Open Session for Possible Action on Closed Session Deliberations

- 1. WPPA Agreement

It was moved by Trustee Springman and seconded by Trustee Schilz to approve the WPPA Agreement. The motion carried unanimously.

XI. Adjournment

It was moved by Trustee Springman and seconded by Trustee Awe to adjourn at 8:25 p.m. The motion carried unanimously.


Jill Kenda-Lubetski, Village Clerk

MEMORANDUM

TO: Village of Brown Deer CDA and Village Board
FROM: Alan Marcuvitz and Andrea Roschke
DATE: January 5, 2015
RE: Deerwood Offices /Amendment to Development Agreement

The Village entered into a Development Agreement with the Developer in 2007. In 2013 and 2014, after the death of one of the principals and refinancing, the Agreement was revised, in part, to show certain guaranteed values. The 2014 guaranteed value was agreed to be \$1,779,700.¹ Utilizing the 2014 assessment ratio of 97.44, the assessed value should have been \$1,734,100. In fact, for 2014 the assessor left the assessment at the much higher number, \$3,904,800. The Village Treasurer has estimated that the higher assessment results in the payment of more than \$60,000 of taxes in excess of what was contemplated in the revised Development Agreement.

The Development Agreement already contains a mechanism to address the situation of the assessment in a given year being lower than that contemplated by the Development Agreement. In such a situation, the property owner makes a differential payment to the Village. The Development Agreement, however, does not contain a provision covering a situation where the assessment is far above that contemplated by the guaranteed value. This proposed addition to the Development Agreement is designed to cover this new situation. The proposal calls for the Village to credit or refund taxes paid in excess of those which would have been paid utilizing the

¹ The 2013 guaranteed value was originally agreed to be \$2,850,000. The 2013 assessment, however, was \$3,904,800. To overcome the 2013 error, the 2014 guaranteed value was lowered to \$1,779,700 to balance the two years.

agreed guaranteed value. Alan Marcuvitz has discussed this approach with Claude Lois at the Department of Revenue who has approved it.

SECOND AMENDMENT TO SUBSTITUTE REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO SUBSTITUTE REDEVELOPMENT AGREEMENT ("Second Amendment") is made as of the _____ day of _____, 2015, 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 Deerwood Offices, Inc. ("Developer"), and Scott McBride, Jeannie Kraker, Susan Gallion and Wade Weissmann, jointly and severally, ("Guarantors") (individually, each of the foregoing is a "Party" and collectively, the "Parties"), as the Second Amendment to the Substitute TID Redevelopment Agreement between the Parties made as of October 7, 2013 ("Agreement").

RECITALS

WHEREAS, the Parties entered into the Agreement; and

WHEREAS, the Parties entered into an Amended Substitute Redevelopment Agreement, made as of January 13, 2014 ("First Amendment"); and

WHEREAS, pursuant to the Agreement and the First Amendment, the Parties agreed to a Guaranteed Value Schedule as set forth in Exhibit C to the First Amendment ("Exhibit C"), a true and correct copy of which is also attached hereto; and

WHEREAS, the Parties have agreed that, in the event taxes are billed which are based on values higher than Guaranteed Values stated in Exhibit C, thus generating unanticipated tax revenue, the amount of such unanticipated tax revenue need not be paid by Developer, and, if paid, shall be promptly refunded.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the Agreement is amended, as follows. Except as amended herein and in the First Amendment, all provisions of the Agreement continue in full force and effect.

Paragraph 3.2 is amended to add paragraph 3.2(3) to read as follows:

"For the tax year 2014 and thereafter, ending with the last tax year of the Term covered by this Agreement, there shall be credited to Developer, the amount of the positive difference, if any, between the amount of taxes to be paid in accordance with the Guaranteed Value in Exhibit C and the amount of taxes to be paid in accordance with the tax bill in the relevant year ("Unanticipated Tax Revenue"). In the event such Unanticipated Tax Revenue is paid to Village by Developer, such Unanticipated Tax Revenue shall be promptly repaid to Developer by Village. The rights and obligations of the Parties under this paragraph are contractual and

are in no way governed by, and are separate and distinct from, the Parties' rights and obligations under Chapter 70 of Wisconsin Statutes."

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the date first above stated.

DEERWOOD OFFICES, INC.

Dated: _____

By: _____

Name: _____

Title: President

COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF BROWN DEER

Dated: _____

By: _____

Name: Carl Krueger

Title: Chairperson

VILLAGE OF BROWN DEER, WISCONSIN

Dated: _____

By: _____

Name: Carl Krueger

Title: President

Dated: _____

By: _____

Name: Michael Hall

Title: Village Manager

GUARANTORS:

Dated: _____

Scott McBride

Dated: _____

Jeannie Kraker

Dated: _____

Susan Gallion

Dated: _____

Wade Weissmann

**DEERWOOD OFFICES
EXHIBIT C**

Base Value 130,000
Mill rate 31.07

TIF 4

| Deerwood Offices | Guaranteed Value | Guaranteed Value Revenue | Base Revenue | Net Increment Revenue | Original Debt | | 300,000 Debt 3% Interest | | Total Debt Payments | Surplus Account w/out Bridge Payments | Bridge Payments | Surplus Acct. w/ Bridge Payments |
|------------------------------|------------------|--------------------------|--------------|-----------------------|---------------|------------|--------------------------|------------|---------------------|---------------------------------------|-----------------|----------------------------------|
| | | | | | Principal | Interest | Principal | Interest | | | | |
| 048-8978 | | | | | | | | | | | | |
| 2006 | | 2,942 | 3,541 | -599 | | | | | | -599 | | -599 |
| 2007 | | 3,141 | 3,770 | -629 | | | | | | -1,229 | | -1,229 |
| 2008 | | 14,624 | 3,176 | 11,448 | | | | | | 10,219 | | 10,219 |
| 2009 | 3,800,000 | 97,149 | 3,323 | 93,826 | | | | | | 104,046 | | 104,046 |
| 2010 | 3,800,000 | 106,296 | 3,639 | 102,657 | 26,529 | 68,963 | | | 95,482 | 111,221 | | 111,221 |
| 2011 | 3,866,500 | 108,528 | 3,715 | 104,813 | 36,441 | 59,041 | | | 95,482 | 120,551 | | 120,551 |
| 2012 | 3,934,164 | 122,158 | 3,715 | 118,443 | 38,289 | 57,193 | | | 95,482 | 143,512 | | 143,512 |
| 2013 | 3,970,300 | 123,357 | 3,715 | 119,642 | 37,557 | 24,823 | | | 62,380 | 200,774 | | 200,774 |
| 2014 | 1,779,700 | 55,295 | 3,715 | 51,580 | 31,118 | 29,021 | 16,081 | 8,780 | 85,000 | 167,353 | | 167,353 |
| 2015 | 3,000,750 | 93,233 | 3,715 | 89,518 | 31,118 | 28,710 | 16,570 | 8,291 | 84,689 | 172,182 | | 172,182 |
| 2016 | 3,103,263 | 96,418 | 3,715 | 92,703 | 33,265 | 28,338 | 17,074 | 7,787 | 86,464 | 178,421 | | 178,421 |
| 2017 | 3,207,570 | 99,659 | 3,715 | 95,944 | 106,232 | 27,334 | 17,593 | 7,268 | 158,427 | 115,938 | | 115,938 |
| 2018 | 3,313,703 | 102,957 | 3,715 | 99,241 | 106,232 | 25,581 | 18,128 | 6,733 | 156,674 | 58,505 | | 58,505 |
| 2019 | 3,421,693 | 106,312 | 3,715 | 102,597 | 109,451 | 23,476 | 18,680 | 6,181 | 157,788 | 3,314 | | 3,314 |
| 2020 | 3,531,572 | 109,726 | 3,715 | 106,011 | 111,597 | 21,043 | 19,248 | 5,613 | 157,501 | -48,177 | (48,177) | 0 |
| 2021 | 3,643,375 | 113,200 | 3,715 | 109,484 | 114,817 | 18,181 | 19,833 | 5,028 | 157,858 | -96,551 | (48,374) | 0 |
| 2022 | 3,757,134 | 116,734 | 3,715 | 113,019 | 120,182 | 14,830 | 20,437 | 4,424 | 159,872 | -143,405 | (46,854) | 0 |
| 2023 | 3,872,884 | 120,330 | 3,715 | 116,615 | 81,552 | 11,772 | 21,058 | 3,803 | 118,185 | -144,975 | (1,570) | 0 |
| 2024 | 3,990,659 | 123,990 | 3,715 | 120,274 | 82,625 | 9,104 | 21,699 | 3,162 | 116,590 | -141,290 | | 3,684 |
| 2025 | 4,110,496 | 127,713 | 3,715 | 123,998 | 86,917 | 6,177 | 22,359 | 2,502 | 117,955 | -135,248 | | 9,727 |
| 2026 | 4,232,429 | 131,502 | 3,715 | 127,786 | 89,063 | 2,987 | 23,039 | 1,822 | 116,911 | -124,373 | | 20,602 |
| 2027 | 4,356,497 | 135,356 | 3,715 | 131,641 | 17,169 | 1,009 | 23,740 | 1,121 | 43,038 | -35,771 | | 109,204 |
| 2028 | 4,482,735 | 139,279 | 3,715 | 135,563 | 17,169 | 339 | 24,462 | 399 | 42,369 | 57,424 | 57,424 | 57,424 |
| Total Bridge Payments | | | | | | | | | | (144,975) | | |

EXHIBIT A

That part of the Northwest $\frac{1}{4}$ of Section 12, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin, bounded and described as follows: commencing at a point on the West line 685.5 feet South of the Northwest corner of said $\frac{1}{4}$ section; thence South along the West line of said $\frac{1}{4}$ section 173.90 feet to a point; thence North $89^{\circ}37'$ East on a line which is parallel to the South line of said $\frac{1}{4}$ section 383.55 feet to the center of Deerwood Drive, formerly known as Cedarburg Road, thence North $18^{\circ}30'$ West along the center line of said Deerwood Drive 182.96 feet to a point; thence South $89^{\circ}37'$ West on a line which is parallel to the South line of said $\frac{1}{4}$ section 325.50 feet to the place of beginning.

**EASEMENT AGREEMENT
FOR SIDEWALK**

THIS EASEMENT AGREEMENT FOR PUBLIC SIDEWALK (this "Easement") is made and entered into as of this _____ day of _____ 2014, by and between ARK, LLC, a Wisconsin Limited Liability Corporation ("Grantor"), and the VILLAGE OF BROWN DEER, Wisconsin, a municipal corporation ("Grantee").

WHEREAS, Grantor owns certain land located in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, as more particularly described in **Exhibit A** attached hereto.

WHEREAS, Grantor desires to grant to Grantee certain easements for a sidewalk, subject to and in accordance with the provisions of this Easement.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1) Sidewalk Easement

(a) Grantor does hereby grant to Grantee a non-exclusive, perpetual easement to repair and maintain a public sidewalk over and across that certain real property owned by Grantor and located in Brown Deer, Wisconsin, as shown on the drawing attached hereto as **Exhibit B** and incorporated herein (the "Sidewalk Property").

(b) Grantor or its agent shall perform and complete the work of constructing the sidewalk on the Sidewalk Property in a good and workmanlike manner. After the initial construction, Grantee or its agents shall perform and complete the work of maintaining, repairing and replacing as needed the sidewalk on the Sidewalk Property in a good and workmanlike manner. Grantee shall give Grantor reasonable notice (except in the case of emergency situations) prior to performing any work on the Sidewalk Property and shall cooperate with Grantor to minimize the disruption to Grantor upon the property owned by Grantor and located adjacent to the Sidewalk Property.

(c) Grantee hereby agrees to indemnify and hold Grantor harmless for any and all claims, liabilities, losses, damages or injuries, including costs and expenses incident thereto (including reasonable attorneys' fees), caused to any person or to the property of any person, including Grantor and its agents, representatives and employees, arising from the maintenance and repair of the sidewalk, or by its presence or use of the property of Grantor, including without limitation claims of any contractor, laborer, mechanic or materialmen, for services performed or rendered, or for materials supplied or furnished, in connection with the Sidewalk Property. Notwithstanding the foregoing the Village shall not be liable to indemnify or hold Grantor harmless for any claims, liabilities, losses, damages or injuries, including costs and expenses incident thereto (including reasonable attorneys' fees) attributable to the negligence or fault of Grantor. The parties acknowledge that the Grantee is a Wisconsin Municipality entitled to governmental

immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall inure to the benefit of any third parties or waive the rights and defenses to which Grantee may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes or any amendments thereof.

2) Whenever a transfer of ownership of the Sidewalk Property occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Sidewalk Property, or a portion thereof, being transferred.

3) This Easement shall run with the land and be binding upon the grantees, lessees, successors and assigns of the parties hereto.

4) This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the date first above written.

"GRANTOR"

ARK, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss

COUNTY OF Milwaukee)

Personally came before me this ____ day of _____ the above named _____
_____ to me known to be the person who executed the foregoing instrument and
acknowledge the same on behalf of ARK, LLC, a Wisconsin Limited Liability Corporation.

Exhibit A- Owner's Land

Outlot 1 of the Opus North subdivision in the NE $\frac{1}{4}$ of Sec. 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County Wisconsin. Also known as tax key #010-0152

Exhibit B – Legal Description and Drawing of Easement

That part of Outlot 1 in Opus North, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Outlot 1, also being on the West line of North Green Bay Road (S.T.H. 57); Thence North 2°04'07" West, 4.20 feet along said West line to the Point of Beginning, being the beginning of a 87.47 foot radius non-tangent curve to the right, whose chord bears South 54°29'58" West, 7.30 feet; Thence Southwesterly, 7.30 feet along the arc of said curve to the Northerly line of West Schroeder Drive and the beginning of a 150.00 foot radius non-tangent curve to the right, whose chord bears North 85°37'22" West, 18.82 feet; Thence Northwesterly, 18.83 feet along the arc of said curve to the beginning of a 77.47 foot radius non-tangent curve to the left, whose chord bears North 57°17'09" East, 28.81 feet to the West line of North Green Bay Road (S.T.H. 57); Thence South 2°04'07" East, 12.78 feet along said West line to the Point of Beginning.

LEGAL DESCRIPTION SIDEWALK EASEMENT

That part of Outlot 1 in Opus North, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Outlot 1, also being on the West line of North Green Bay Road (S.T.H. 57); Thence North $2^{\circ}04'07''$ West, 4.20 feet along said West line to the Point of Beginning, being the beginning of a 87.47 foot radius non-tangent curve to the right, whose chord bears South $54^{\circ}29'58''$ West, 7.30 feet; Thence Southwesterly, 7.30 feet along the arc of said curve to the Northerly line of West Schroeder Drive and the beginning of a 150.00 foot radius non-tangent curve to the right, whose chord bears North $85^{\circ}37'22''$ West, 18.82 feet; Thence Northwesterly, 18.83 feet along the arc of said curve to the beginning of a 77.47 foot radius non-tangent curve to the left, whose chord bears North $57^{\circ}17'09''$ East, 28.81 feet to the West line of North Green Bay Road (S.T.H. 57); Thence South $2^{\circ}04'07''$ East, 12.78 feet along said West line to the Point of Beginning.

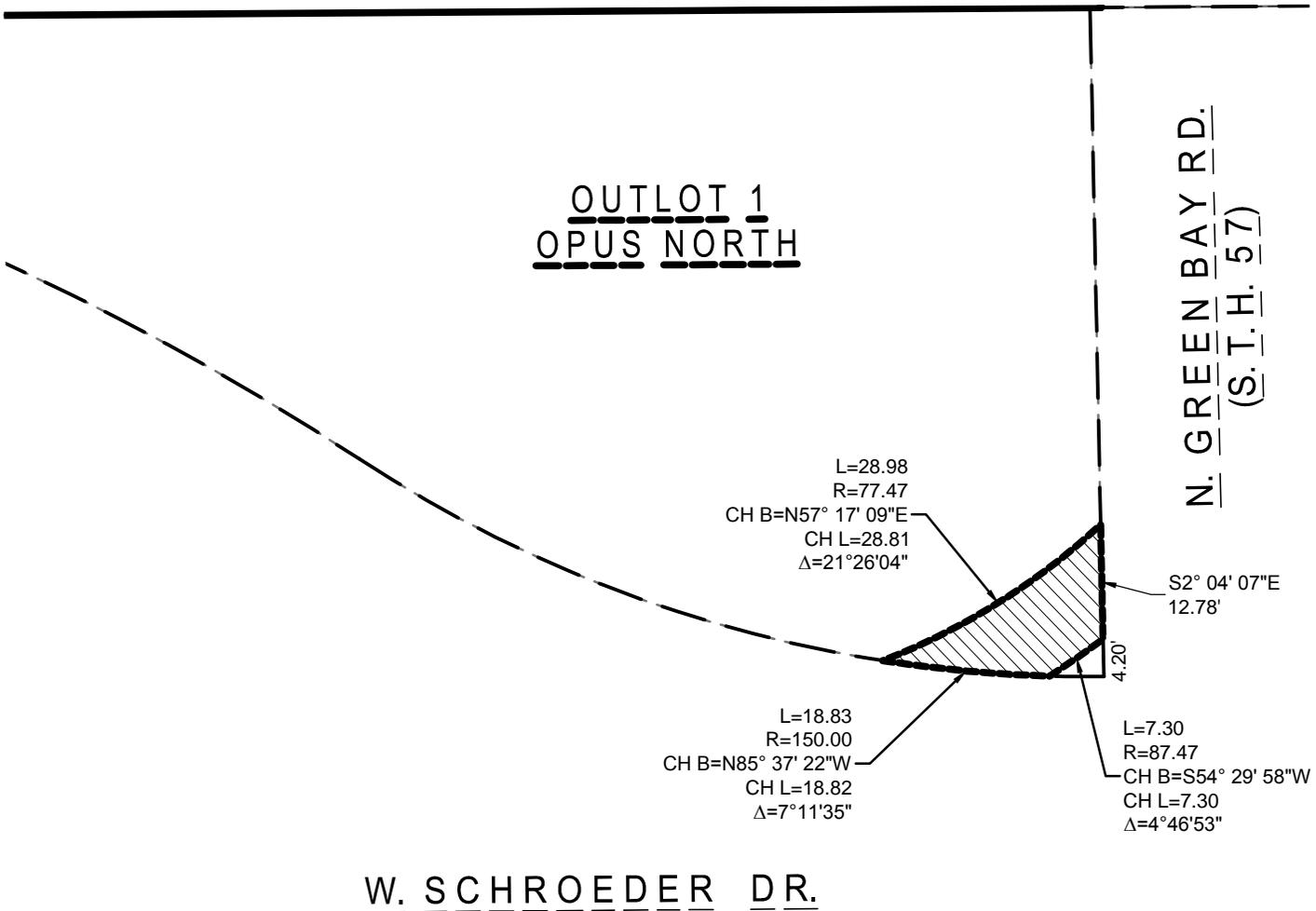


Exhibit - Sidewalk Easement



REQUEST FOR CONSIDERATION

| |
|---|
| COMMITTEE CONSIDERATION: Village Board |
| ITEM DESCRIPTION: Recommendation of Approval of a Resolution Declaring International Migratory Bird Day in the Village of Brown Deer |
| PREPARED BY: Fernando Moreno, Zoning & Planning Specialist |
| REPORT DATE: January 19, 2015 |

BACKGROUND INFORMATION:

The Bird City USA program provides direction, technical assistance, public attention, and national recognition for municipalities striving to invest in the health of local bird species. Patterned after the nationally recognized Tree City USA program, the Bird City designation is a public demonstration of a community's commitment to environmental, economic, and aesthetic sustainability. Bird City Wisconsin has developed a series of criteria to assess the degree to which communities invest in the health and wellbeing of bird species. These criteria form the bulk of an admissions process that honor municipalities that work to protect the environment. Communities that meet the criteria of admission to this select group of environmentally pro-active municipalities will earn an array of awards: two highway signs, a flag, and a commemorative plaque to be displayed in the Village Hall.

Brown Deer was awarded official status as a Bird City last year. In order to maintain Bird City designation, a community must meet at least 7 of the 21 criteria outlined in Bird City Wisconsin's 5-category "Basic Application". Three of the criteria must come from Category 1 ("Creation and Protection of Habitat"), and at least 1 criterion must be met in each of the remaining four categories. The Village of Brown Deer already meets enough criteria to satisfy the first four requirements. The final category, "Community celebration of International Migratory Bird Day" (IMBD), requires that a community submit an official resolution recognizing this event, and a description of plans for a local IMBD celebration.

RECOMMENDATION:

Staff believes the approval of Resolution 15- declaring International Migratory Bird Day in the Village of Brown Deer is consistent with goals and objectives laid out in the Village's Comprehensive Plan to improve the integrity of the local environment.

Please contact Fernando Moreno with any questions or comments at 371-3032.

**Resolution Declaring International Migratory
Bird Day in the Village of Brown Deer****Resolution 15-**

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife in our communities; and,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and,

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations; and,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, and nature centers to learn about birds, take action to conserve them, and simply to have fun; and,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, and,

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW THEREFORE BE IT RESOLVED, that the Village of Brown Deer does hereby proclaim the second Saturday in May as **International Migratory Bird Day** in the Village of Brown Deer, Milwaukee County, State of Wisconsin and urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 19th day of January, 2015.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

League of Wisconsin Municipalities
Resolution
Partnership for Prosperity Resolution:
An Agenda for a Competitive 21st Century Wisconsin

Whereas, the state Legislature and the Governor understand that job creation and economic growth is a top priority; and

Whereas, municipalities are the foundation of Wisconsin's economy and local leaders share the same goal of job creation and economic vitality;

Whereas, the state should focus its support and limited resources for local government on incorporated communities, which are the economic engines of the state as evidenced by the following:

- Wisconsin's metropolitan regions already account for 75% of the state's Gross Domestic Product.
- Wisconsin's cities and villages are home to 70 percent of the state's population, 87 percent of all manufacturing property, and 89 percent of all commercial property.
- Most of the small businesses created in Wisconsin get their start in cities and villages.
- Cities and villages are where nearly all technology based entrepreneurship is occurring in Wisconsin.
- Startups and other knowledge-based economic activity occur almost exclusively within cities and villages.

Whereas, to compete globally, Wisconsin needs to develop and maintain quality communities that can attract and retain talent and enterprise and spur job creation;

Whereas, for the state's economy to flourish, state and local leaders must work collaboratively;

Whereas, the League's *Partnership for Prosperity* legislative agenda recognizes that thriving municipalities are critical to a successful state economy and calls for a new state-local partnership to drive the state's economy forward and spur job creation by:

- 1) Helping communities continue to provide quality local services while holding the line on property taxes.
- 2) Investing in local transportation infrastructure.
- 3) Enhancing and promoting economic development best practices, like the expansion of the historic tax credit that was accomplished in the 2013-2014 legislative session.

Now, Therefore, Be It Resolved, that the Village of Brown Deer urges the Governor and the Legislature to work collaboratively with municipal leaders to accomplish the critical goals of job creation and economic growth.

Be it Further Resolved, that the Village of Brown Deer urges the Legislature and the Governor to enact the League's *Partnership for Prosperity* agenda (copy attached).

Upon adoption, please send a copy to your Legislative Delegation - addresses here: <http://legis.wisconsin.gov/> to Governor Walker at 115 East Capitol, Madison, WI 53702 and to the League at 131 W. Wilson, Suite 505, Madison, WI 53703, Fax to 608-267-0645 or email to league@lwm-info.org

Questions? Contact Gail Sumi at the League at 608-267-4477 (direct) or gsumi@lwm-info.org



REQUEST FOR CONSIDERATION

| | |
|-----------------------------------|---|
| COMMITTEE: | Traffic and Public Safety |
| ITEM DESCRIPTION: | Update to Ordinance 32-203, Possession of Tobacco and Tobacco Products by Minors |
| PREPARED BY: | Lieutenant Lisa Kumbier |
| REPORT DATE: | December 10, 2014 |
| MANAGER'S REVIEW/COMMENTS: | |
| RECOMMENDATION: | Adoption of Ordinance Change |
| EXPLANATION: | We are requesting an addition to this ordinance due to the increased possession of E-cigarettes and other similar devices by minors on school property. |

ORDINANCE NO: _____

An Ordinance Amending Section 34-203 of the Brown Deer Village Code Relating to Possession of Tobacco and Tobacco Products by Minors

The Village President and the Board of the Village of Brown Deer, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Section 34-203 of the Brown Deer Village Code Relating to Possession of Tobacco and Tobacco Products by Minors is hereby amended as follows:

- (1) Any minor who shall intentionally misrepresent his age for the purpose of securing any cigarettes, cigars, other forms of tobacco, or any cigarette paper, cigarette wrappers, or substitute therefore, or for the purpose of filling such cigarette paper, cigarette wrapper, or substitute therefor with tobacco for smoking, upon conviction thereof, shall be guilty of an offense; provided, however, the juvenile division of the county court is hereby authorized to impose in lieu of a forfeiture, such other penalty or sanction as is authorized for juvenile delinquency by the statute in such cases as made and provided, and as the same may be amended from time to time.
- (2) A minor on school property or premises is prohibited from possessing the following: Any form of cigarette, cigar or tobacco; and/or tobacco paraphernalia of any kind, including, but not limited to cigarette paper, cigarette wrappers, electronic cigarettes, e-liquid, e-cartridges or batteries, or look-alike cigarette paraphernalia, and hookahs

or similar paraphernalia, whether electronic or otherwise. Possession of any of the above shall constitute a violation of this ordinance.

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided for by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicated the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2015.

Countersigned:

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

Lisa Kumbier

From: Rebecca D Boyle <boyle@fdblaw.com>
Sent: Tuesday, December 09, 2014 4:35 PM
To: 'Melissa Fus'
Cc: lkumbier@bdpolice.org
Subject: RE: Tobacco Paraphernalia Ordinance

The proposed ordinance, as written, applies only to school premises/property. I believe that it is best to leave it this way. The state statute generally prohibiting possession by minors prohibits only tobacco or nicotine products. By case law interpretation, we may only adopt an ordinance that is in STRICT CONFORMITY with the provisions of the state statute.

By limiting the offense to school property, I am relying on a different statute relating to school properties, and thus, avoiding the potential issues that could arise if the restriction applied to minors both off and on school premises.

Rebecca D. Boyle
Fuchs & Boyle, S.C.
1233 North Mayfair Road
Suite 210
Milwaukee, WI 53226
414-257-1800
414-257-1510 (fax)
fdb@fdblaw.com (firm email)

From: Melissa Fus [<mailto:mfus@bdpolice.org>]
Sent: Tuesday, December 09, 2014 3:25 PM
To: 'Rebecca D Boyle'
Cc: lkumbier@bdpolice.org
Subject: RE: Tobacco Paraphernalia Ordinance

Good Afternoon,

Will this modification apply to juveniles whether or not they are at school or on school premises (i.e. traffic stop, or walking)?

Thanks,

Melissa A. Fus

Investigative Bureau/School Liaison Officer
Village of Brown Deer Police Department
4800 West Green Brook Drive
Brown Deer, WI 53223
Main: 414-371-2900
Desk: 414-371-2923



REQUEST FOR CONSIDERATION

| | |
|-----------------------------------|--|
| COMMITTEE: | Traffic and Public Safety |
| ITEM DESCRIPTION: | Update to Fee Chart (Resolution), Ordinance 109.91 - Fees |
| PREPARED BY: | Lieutenant Lisa Kumbier |
| REPORT DATE: | December 18, 2014 |
| MANAGER'S REVIEW/COMMENTS: | |
| RECOMMENDATION: | Approval of Recommendations |
| EXPLANATION: | We have reviewed the fees charged by the PD and are making the following recommendations. The Village will be updating the ordinance/resolution in the near future, which will include these changes, if approved. |

**BROWN DEER POLICE DEPARTMENT
SERVICE FEE CHARGES**

| | |
|---|--|
| \$5.00 FREE | Bicycle License |
| \$25.00 | Service Charge for taking payment of other law enforcement agencies warrants – Involving bail between \$1.00 and \$499.00 of any amount. |
| \$40.00 | Service Charge for taking payment of other law enforcement agencies warrants – Involving bail between \$500.00 and \$999.00 |
| \$60.00 | Service Charge for taking payment of other law enforcement agencies warrants – Involving bail in excess of \$1,000.00 |
| \$0.25/page | Photocopies |
| \$35.00/day | Animal impound fee |
| \$35.00 | Vehicle storage fee |
| \$25.00 for first set & \$10.00 for each additional set | Fingerprint Cards |
| \$7.50 | 8x8 or 8x10 photographs |
| \$5.00 | 5x5 or 5x7 photographs |
| \$2.50 | 4x4 or 4x5 photographs |
| \$1.00/page | Color photos |
| \$50.00 \$35.00 | Per CD or DVD |
| \$20.00 | Limited Background Check Eliminate – done for potential Village employees. |
| \$50.00 | Extensive Background Check Eliminate – done for potential Village employees (includes financial background). |
| None | Notary fee per document |

**BROWN DEER POLICE DEPARTMENT
SERVICE FEE CHARGES**

| | |
|---|---|
| Free | Bicycle License |
| \$25.00 | Service Charge for taking payment of other law enforcement agencies warrants – Any Amount |
| \$0.25/page | Photocopies |
| \$35.00/day | Animal impound fee |
| \$35.00/day | Vehicle storage fee |
| \$25.00 for first set & \$10.00 for each additional set | Fingerprint Cards |
| \$1.00/page | Color Photos |
| \$35.00 | Per CD or DVD |
| None | Notary fee per document |



REQUEST FOR CONSIDERATION

| | |
|-----------------------------------|--|
| COMMITTEE: | Traffic and Public Safety |
| ITEM DESCRIPTION: | Update to Ordinance 62-51, Parking Regulated |
| PREPARED BY: | Lieutenant Lisa Kumbier |
| REPORT DATE: | December 2, 2014 |
| MANAGER'S REVIEW/COMMENTS: | |
| RECOMMENDATION: | Adoption of Ordinance Change |
| EXPLANATION: | We are requesting the overnight parking ordinance be changed to make it consistent with other communities in the North Shore. Currently no other jurisdiction has the one hour limit. This change would make it easier for the community to understand and follow. |

ORDINANCE NO. _____

An Ordinance Amending Section 62-51 of the Village Code relating to Parking Regulated

The Village President and the Village Board of the Village of Brown Deer, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Section 62-51 of the Brown Deer Village Code is hereby created to provide as follows:

Sec. 62-51. - Parking regulated.

- (a) No person, firm or corporation shall park or cause to be parked any automobile, truck trailer or motor vehicle on any state, county or village road or highway, or on the shoulder thereof, between the hours of 2:00 a.m. and 6:00 a.m. ~~for more than one hour~~ **without permission. Permission is granted by the police department for up to five nights per calendar month.**

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2014.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk

ORDINANCE NO. _____

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SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2015.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

| | |
|-----------------------------------|--|
| COMMITTEE: | Traffic & Public Safety |
| ITEM DESCRIPTION: | No Parking Table 62-51c Revisions – W. Dean Road |
| PREPARED BY: | Matthew S. Maederer, PE, Director of Public Works/Village Engineer |
| REPORT DATE: | December 18, 2014 |
| MANAGER'S REVIEW/COMMENTS: | <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached. |
| RECOMMENDATION: | Approval for No Parking Restriction on W. Dean Road Amending Table 62-51c of the Village's No Parking Ordinance. |
| <u>EXPLANATION:</u> | <p>DPW is requesting a revision to the Village's "No Parking" Table 62-51c on the south and west side of W. Dean Road adjacent to the Brooklane Apartments between N. Teutonia Avenue/CTH D and 20-ft west of the curve tangent with N. Meadowside Court (see the attached table).</p> <p>In the existing condition parking is restricted as follows:</p> <ul style="list-style-type: none">• NO PARKING ALL TIMES on the west side of W. Dean Road between N. Teutonia Avenue and the driveway entrance at 4463.• NO PARKING ALL TIMES 20-ft south of the driveway entrance at 4463 on the west side of W. Dean Road.• WINTER RESTRICTION (December 1st thru March 31st) 20-ft west of the curve tangent w/ Meadowside Court on the south side of W. Dean Road to 20-ft south of the south curve tangent w/ Meadowside Court on the west side of W. Dean Road. <p>In the proposed condition no parking is revised as follows:</p> <ul style="list-style-type: none">• NO PARKING ALL TIMES on the south & west side of W. Dean Road between 20-ft west of the curve tangent w/ Meadowside Court & N. Teutonia Avenue/CTH D. <p>In the existing condition DPW has noticed conflicts with the vehicles parking adjacent to the Brooklane apartments interfering with thru traffic using the travel-way and also interfering with snow/salting operations during the winter months. Safety hazards due to adjacent parked vehicles occur because of the limited site distance and horizontal curve prior to the N. Teutonia Avenue/CTH D intersection. Lastly, the roadway width at this location is not accommodating for parallel parked vehicles and thru traffic (total width is between 18-ft & 19-ft which creates an 8-ft parking lane and thus substandard 10-ft travel lane).</p> |

The proposed condition as part of the W. Dean Road reconstruction calls for a marked on-street 4-ft wide bike lane located on the west and south side of W. Dean Road in lieu of the on-street parking allowance. The bike lane will dual as a shoulder area and allow increased room for pedestrian travel along with increased safety conditions (i.e. less conflict points) during winter operations.

DPW recommends restricting parking on the west & south side of W. Dean Road as described in the revised Table 62-51c.

ATTACHMENTS:

- Table 62-51c "Red-Lined Copy"
- Table 62-51c "Clean Copy"
- Exhibit – Existing Condition
- Exhibit – Proposed Condition
- W. Dean Road reconstruction plan-sheets
 - Typical Section
 - Plan/Profile

Table 62-51(c)

| | Street/Location | Side | Start Point | End Point | Restriction |
|-----------------------------------|---------------------------------|----------------------------------|---|---|--|
| Village Jurisdiction Roads | | | | | |
| | N. Arbon Drive | East Side | W. Green Brook Dr. | W. Brown Deer Rd. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Arbon Drive | West Side | W. Green Brook Dr. | W. Brown Deer Rd. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Arbon Drive | East Side | W. Brown Deer Rd. | 50 ft. north | No Parking Anytime |
| | N. Arbon Drive | West Side | 250 ft. north of W. Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| | W. Bradley Road | North Side | N. 55 th Street | N. 60 th Street | No Parking Anytime |
| | W. Bradley Road | North Side | N. Cedarburg Rd. | N. Sherman Blvd. | No Parking Anytime |
| | W. Bradley Road | South Side | N. Sherman Blvd. | N. Cedarburg Rd. | No Parking Anytime |
| | W. Bradley Road | North Side | N. 60 th Street | N. 64 th Street | No Parking Anytime |
| | W. Bradley Road | South Side | N. Sherman Blvd. | 220 ft. west | No Parking Anytime |
| | W. Brown Deer Rd. Service Drive | North Side | N. 60 th Street | West to Beaver Creek | No Parking Anytime 7AM to 5PM, Monday through Friday |
| | W. Brown Deer Rd. Service Drive | South Side | Beaver Creek | East to N. 60 th Street | No Parking Anytime 7AM to 5PM, Monday through Friday |
| | W. Calumet Road | North Side | N. Teutonia Ave. | 262 ft. west | No Parking Anytime |
| | W. Dean Road | North Side | N. 62 nd Street | N. 60 th Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 62 nd Street | 15-ft east of N. 62 nd Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 60 th Street | 15-ft west of N. 60 th Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 60 th Street | N. 55 th Street | No Parking Anytime |
| | W. Dean Road | North Side | N. 60 th Street | N. 57 th Street | No Parking Anytime |
| | W. Dean Road | East Side | N. Teutonia Ave. | N. Meadowside Ct. | No Parking Anytime |
| | W. Dean Road | South Side | N. 46 th Street | N. Teutonia Ave. | No Parking Anytime 20 ft. from any drive entrance or carriage walk |
| | W. Dean Road | South Side | Drive entrance 4363 Dean Rd. | N. Teutonia Ave. | No Parking Anytime |
| | W. Dean Road | South & West Side | 20 ft. west of curve tangent at intersection with Meadowside Ct. | 20 ft. south of south curve tangent of same curve. | No Parking Anytime Nov. 1 through Mar. 31 (winter season) |
| | W. Dean Road | West Side | North of drive to 4463 Dean | 20 ft. north of drive | No Parking Anytime |
| | W. Dean Road | South & West Side | 20-ft west of curve tangent at intersection w/ N. Meadowside Ct. | N. Teutonia Avenue | No Parking Anytime |
| | N. Deerbrook Trail | North & West Side | West drive of 9071-9099 | Drive of 9001-9017 | No Parking Anytime |
| | N. Deerbrook Trail | South & East Side | South drive 9052-9082 | West drive 9052-9082 | No Parking Anytime |
| | N. Deerbrook Trail | West Side | W. Brown Deer Rd. | 150 ft. north | No Parking Anytime |

| | Street/Location | Side | Start Point | End Point | Restriction |
|--|-------------------------------------|-------------------|--|---|---|
| | N. Deerbrook Trail | East & South Side | W. Brown Deer Rd. | N. Deerwood Dr. | No Parking Anytime within 30 ft. of any entrance drive |
| | N. Deerbrook Trail | West & North Side | W. Brown Deer Rd. | N. Deerwood Dr. | No Parking Anytime within 30 ft. of any entrance drive |
| | N. Deerwood Drive | East Side | W. Brown Deer Rd. | 500 ft. north | No Parking Anytime |
| | N. Deerwood Drive | West Side | W. Brown Deer Rd. | 500 ft. north | No Parking Anytime |
| | N. Deerwood Drive | North Side | N. Green Bay Rd. | N. Deerbrook Trail | No Parking Anytime |
| | N. Deerwood Drive | South Side | South line of N. Deerbrook Trail extended | N. Green Bay Rd. | No Parking Anytime |
| | W. Fountain Ave. | North Side | N. Teutonia Ave. | 300 ft. west | No Parking Anytime |
| | N. Green Bay Rd. Service Drive East | East & West Side | Southern most terminus | Northern most terminus | No Parking Anytime except for the frontage of 9488-9512 |
| | W. Green Brook Dr. | North Side | N. 51 st Street | N. Arbon Dr. | No Parking Anytime within 30 ft. of any drive entrance |
| | W. Green Brook Dr. | South Side | N. 51 st Street | N. Arbon Dr. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Kildeer Court | East Side | W. Brown Deer Rd. | North to end Kildeer Ct. ROW | No Parking Anytime |
| | W. Nokomis Str. | North Side | 35 ft. east of N. 55 th Street | N. 55 th Street | No Parking Anytime |
| | W. Nokomis Str. | North Side | East ROW line of N. 54 th Str. extended | 35 ft. east of N. 55 th Street | No Parking Anytime on School Days |
| | W. Nokomis Str. | South Side | N. 55 th Street | 35 ft. east | No Parking Anytime |
| | N. Park Plaza Place | West Side | 365 ft. north of Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| | W. River Lane | South Side | 27-ft east of 8766 N. Deerwood Drive driveway | Mid-point of W. River Lane cul-de-sac | No Parking Anytime |
| | W. River Lane | North Side | 25-ft west of 4100 W. River Lane driveway | Mid-point of W. River Lane cul-de-sac | No Parking Anytime |
| | W. Ruth Place | South Side | N. 43 rd Street | W. Deerwood Dr. | No Parking Anytime |
| | W. Schroeder Drive | South Side | N. Green Bay Rd. | East to end Schroeder ROW | No Parking Anytime |
| | W. Schroeder Drive | North Side | 260 ft. east of Green Bay Rd. | N. Green Bay Rd. | No Parking Anytime |
| | W. Wahner Ave. | North Side | 5650 and 5700 W. Wahner | | No Parking Anytime 20 ft. from any drive entrance |
| | W. Wahner Ave. | North Side | 5650 W. Wahner | 30 ft. east & west of drive entrance | Disability Parking Zone No Parking Anytime except vehicles with valid disabled parking identification |
| | N. 43 rd Street | West Side | 8717 N. 43 rd St. | Frontage of address | No Parking Anytime |
| | N. 46 th Street | East Side | W. Churchill Lane | W. Dean Road | No Parking Anytime 20 ft. from any drive |

| | Street/Location | Side | Start Point | End Point | Restriction |
|--|---|------------------|---|---|---|
| | | | | | entrance or carriage walk |
| | N. 46 th Street | West Side | W. Dean Road | W. Churchill Lane | No Parking Anytime |
| | N. 47 th Street | West Side | W. Bradley Rd. | 18 ft. south of W. Woodale extended | No Parking Anytime |
| | N. 51 st Street | West Side | Beaver Creek Parkway | W. Brown Deer Rd. | No Parking Anytime |
| | N. 51 st Street | East Side | 128 ft. south of W. Green Brook Dr. | 53 ft. north of W. Green Brook Dr. | No Parking Anytime |
| | N. 51 st Street | East Side | W. Brown Deer Rd. | 300 ft. north | No Parking Anytime |
| | N. 55 th Street | West Side | W. Dean Rd. | W. Bradley Rd. | No Parking Anytime |
| | N. 55 th Street | East Side | 45 ft. south of W. Nokomis | 35 ft north W. Nokomis | No Parking Anytime |
| | N. 55 th Street | East Side | W. Brown Deer Rd. | 292 ft. north of Brown Deer Rd. ROW | No Parking Anytime 3PM to 6PM |
| | N. 55 th Street | East & West Side | W. Brown Deer Rd. | W. Beaver Creek Pkwy. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. 55 th Street | East Side | 8900 N. 55 th | North drive entrance general lot to 30 ft. south of receiving dock entrance | No Parking Anytime |
| | N. 60 th Street | East Side | W. Bradley Rd. | W. Dean Rd. | No Parking Anytime |
| | N. 60 th Street | West Side | W. Dean Rd. | W. Bradley Rd. | No Parking Anytime |
| | N. 60 th Street | East Side | W. Brown Deer Rd. | 300 ft. north | No Parking Anytime |
| | N. 60 th Street | West Side | 300 ft. north of Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| County Jurisdiction Roads and Lands | | | | | |
| | N. Sherman Blvd. | East Side | 75 ft. south of W. Bradley Rd. | N. Teutonia Ave. | No Parking Anytime |
| | N. Teutonia Avenue | West Side | 75 ft. north of drive entrance 8325 N. Teutonia | Drive entrance 8325 N. Teutonia | No Parking Anytime |
| State Jurisdiction Roads and Lands | | | | | |
| | W. Brown Deer Rd. | North Side | East Village Limits | West Village Limits | No Parking Anytime |
| | W. Brown Deer Rd. | South Side | West Village Limits | East Village Limits | No Parking Anytime |
| | N. Green Bay Road | East Side | South Village Limits | North Village Limits | No Parking Anytime |
| | N. Green Bay Road | West Side | North Village Limits | South Village Limits | No Parking Anytime |
| Milwaukee County Transit Stops | | | | | |
| | Within areas designated as bus loading zones, authorized by the Milwaukee County Transport Services, and approved by the Village Board, such areas to be 80 ft. in length and posted for reception and discharge of passengers. | | | | |
| Governmental Owned Lands | | | | | |
| | No parking anytime on lands owned by the Village of Brown Deer and the Brown Deer School District except on roads, driveways, parking areas or other paved areas in accordance with the posted signs. | | | | |
| | Village Hall Parking Lots | | Identified areas for Police Vehicle Parking | | No Parking Anytime |
| | | | Identified areas for Municipal Staff Parking | | No Parking Anytime |
| | | | Identified areas for Park Shelter Loading | | No Parking Loading Zone May 1 to Oct 31 |
| | | | Identified area in front of Village Hall | | No Parking Anytime |
| | Village Pond Parking Lot | | Along the north side of the parking lot | | No Parking Anytime |

| | Street/Location | Side | Start Point | End Point | Restriction |
|---|---|------|--|-----------|---|
| | Village Library Parking Lot | | Circular drive off Bradley Rd. | | No Parking Anytime |
| | High School/Middle School | | Identified areas for Faculty/Staff Parking | | No Parking Anytime |
| | | | Identified areas for Permit Parking | | No Parking Anytime |
| | | | Identified areas for Student Drop Off | | No Parking Anytime |
| | | | Circular drive off N. 60 th - Fire Lane (Both sides) | | No Parking Anytime |
| | | | Art Plaza area around entire building (both sides) through the Service Area to W. Bradley Rd. Does not include Bus Drop-off or Staff Parking (10). | | Fire Lane |
| | Administrative Services Bldg. | | Driveway off N. 60 th - Fire Lane | | No Parking Anytime |
| | | | Permit Parking along north side of bldg. | | No Parking Anytime |
| | Brown Deer Elementary School | | South parking lot and drive as posted | | No Parking Anytime |
| | | | Circular drive off Dean Rd. | | No Parking School Days 7:45AM-8:15AM, 2:45PM-3:15PM |
| | | | North and South side of building. North side – Dean Rd to staff parking lot. South side – staff parking to play area. (Both sides) | | Fire Lane |
| | | | | | |
| | | | | | |
| | | | | | |
| Public and Private Driveways and Lands | | | | | |
| | No parking anytime in such a way as to block the access or free passage to a public or private driveway or garage without the consent of the owner/lessor of such driveway or garage. | | | | |
| | No parking anytime on privately owned lands except on roads, driveways, parking areas or other paved areas in accordance with the posted signs. | | | | |
| | Royal Gardens Complex | | Circular drive off Brown Deer Rd. | | No Parking Anytime |
| <p>Notes: Unless noted the measurement is from the pavement/curb line of the beginning street extended. For driveways and carriage walks the measurement is from the end of the paved surface of the driveway or carriage walk at the road edge or curb. Recommended clearance from driveways on business streets is 30 ft., residential streets 20 ft. Recommended clearance from carriage walks is 20 ft.</p> <p>Where two restrictions overlay each other, the more restrictive shall govern.</p> <p>Where two restrictions end within twenty feet or less of each other, they shall be extended to connect. Such a condition may occur between driveways where a single or less parking space would be created between the restrictions.</p> <p>Restrictions do not apply to emergency vehicles in the performance of duties. Emergency vehicle includes Police, Fire, Paramedic, Ambulatory Conveyor, Public Works and Utility units.</p> | | | | | |

Table 62-51(c)

| | Street/Location | Side | Start Point | End Point | Restriction |
|-----------------------------------|---------------------------------|-------------------|--|--|--|
| Village Jurisdiction Roads | | | | | |
| | N. Arbon Drive | East Side | W. Green Brook Dr. | W. Brown Deer Rd. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Arbon Drive | West Side | W. Green Brook Dr. | W. Brown Deer Rd. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Arbon Drive | East Side | W. Brown Deer Rd. | 50 ft. north | No Parking Anytime |
| | N. Arbon Drive | West Side | 250 ft. north of W. Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| | W. Bradley Road | North Side | N. 55 th Street | N. 60 th Street | No Parking Anytime |
| | W. Bradley Road | North Side | N. Cedarburg Rd. | N. Sherman Blvd. | No Parking Anytime |
| | W. Bradley Road | South Side | N. Sherman Blvd. | N. Cedarburg Rd. | No Parking Anytime |
| | W. Bradley Road | North Side | N. 60 th Street | N. 64 th Street | No Parking Anytime |
| | W. Bradley Road | South Side | N. Sherman Blvd. | 220 ft. west | No Parking Anytime |
| | W. Brown Deer Rd. Service Drive | North Side | N. 60 th Street | West to Beaver Creek | No Parking Anytime 7AM to 5PM, Monday through Friday |
| | W. Brown Deer Rd. Service Drive | South Side | Beaver Creek | East to N. 60 th Street | No Parking Anytime 7AM to 5PM, Monday through Friday |
| | W. Calumet Road | North Side | N. Teutonia Ave. | 262 ft. west | No Parking Anytime |
| | W. Dean Road | North Side | N. 62 nd Street | N. 60 th Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 62 nd Street | 15-ft east of N. 62 nd Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 60 th Street | 15-ft west of N. 60 th Street | No Parking Anytime |
| | W. Dean Road | South Side | N. 60 th Street | N. 55 th Street | No Parking Anytime |
| | W. Dean Road | North Side | N. 60 th Street | N. 57 th Street | No Parking Anytime |
| | W. Dean Road | East Side | N. Teutonia Ave. | N. Meadowside Ct. | No Parking Anytime |
| | W. Dean Road | South Side | N. 46 th Street | N. Teutonia Ave. | No Parking Anytime 20 ft. from any drive entrance or carriage walk |
| | W. Dean Road | South & West Side | 20-ft west of curve tangent at intersection w/ N. Meadowside Ct. | N. Teutonia Avenue | No Parking Anytime |
| | N. Deerbrook Trail | North & West Side | West drive of 9071-9099 | Drive of 9001-9017 | No Parking Anytime |
| | N. Deerbrook Trail | South & East Side | South drive 9052-9082 | West drive 9052-9082 | No Parking Anytime |
| | N. Deerbrook Trail | West Side | W. Brown Deer Rd. | 150 ft. north | No Parking Anytime |
| | N. Deerbrook Trail | East & South Side | W. Brown Deer Rd. | N. Deerwood Dr. | No Parking Anytime within 30 ft. of any entrance drive |
| | N. Deerbrook Trail | West & North Side | W. Brown Deer Rd. | N. Deerwood Dr. | No Parking Anytime within 30 ft. of any entrance drive |
| | N. Deerwood Drive | East Side | W. Brown Deer Rd. | 500 ft. north | No Parking Anytime |
| | N. Deerwood Drive | West Side | W. Brown Deer Rd. | 500 ft. north | No Parking Anytime |
| | N. Deerwood Drive | North Side | N. Green Bay Rd. | N. Deerbrook Trail | No Parking Anytime |

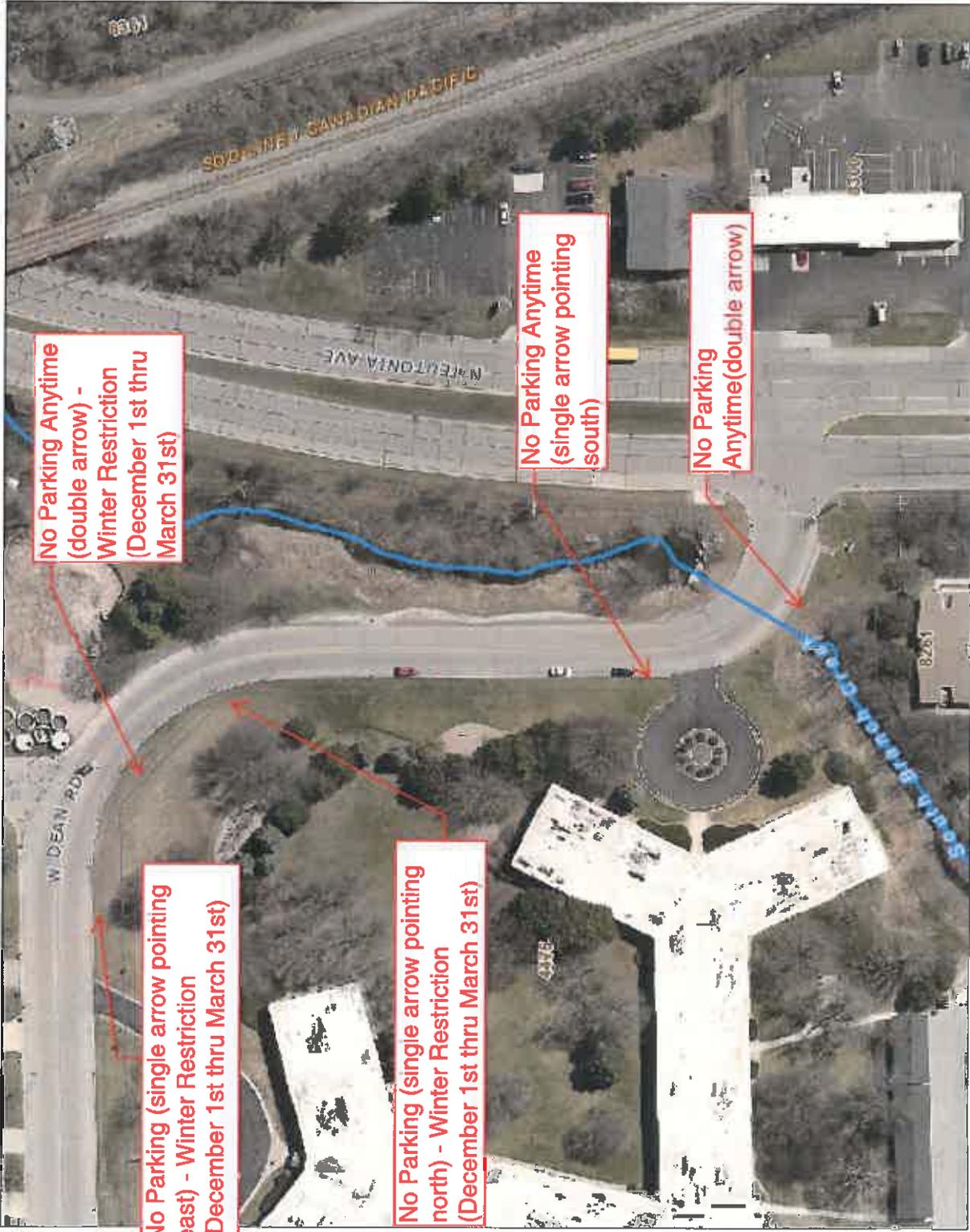
| | Street/Location | Side | Start Point | End Point | Restriction |
|--|-------------------------------------|------------------|--|---|---|
| | N. Deerwood Drive | South Side | South line of N. Deerbrook Trail extended | N. Green Bay Rd. | No Parking Anytime |
| | W. Fountain Ave. | North Side | N. Teutonia Ave. | 300 ft. west | No Parking Anytime |
| | N. Green Bay Rd. Service Drive East | East & West Side | Southern most terminus | Northern most terminus | No Parking Anytime except for the frontage of 9488-9512 |
| | W. Green Brook Dr. | North Side | N. 51 st Street | N. Arbon Dr. | No Parking Anytime within 30 ft. of any drive entrance |
| | W. Green Brook Dr. | South Side | N. 51 st Street | N. Arbon Dr. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. Kildeer Court | East Side | W. Brown Deer Rd. | North to end Kildeer Ct. ROW | No Parking Anytime |
| | W. Nokomis Str. | North Side | 35 ft. east of N. 55 th Street | N. 55 th Street | No Parking Anytime |
| | W. Nokomis Str. | North Side | East ROW line of N. 54 th Str. extended | 35 ft. east of N. 55 th Street | No Parking Anytime on School Days |
| | W. Nokomis Str. | South Side | N. 55 th Street | 35 ft. east | No Parking Anytime |
| | N. Park Plaza Place | West Side | 365 ft. north of Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| | W. River Lane | South Side | 27-ft east of 8766 N. Deerwood Drive driveway | Mid-point of W. River Lane cul-de-sac | No Parking Anytime |
| | W. River Lane | North Side | 25-ft west of 4100 W. River Lane driveway | Mid-point of W. River Lane cul-de-sac | No Parking Anytime |
| | W. Ruth Place | South Side | N. 43 rd Street | W. Deerwood Dr. | No Parking Anytime |
| | W. Schroeder Drive | South Side | N. Green Bay Rd. | East to end Schroeder ROW | No Parking Anytime |
| | W. Schroeder Drive | North Side | 260 ft. east of Green Bay Rd. | N. Green Bay Rd. | No Parking Anytime |
| | W. Wahner Ave. | North Side | 5650 and 5700 W. Wahner | | No Parking Anytime 20 ft. from any drive entrance |
| | W. Wahner Ave. | North Side | 5650 W. Wahner | 30 ft. east & west of drive entrance | Disability Parking Zone No Parking Anytime except vehicles with valid disabled parking identification |
| | N. 43 rd Street | West Side | 8717 N. 43 rd St. | Frontage of address | No Parking Anytime |
| | N. 46 th Street | East Side | W. Churchill Lane | W. Dean Road | No Parking Anytime 20 ft. from any drive entrance or carriage walk |
| | N. 46 th Street | West Side | W. Dean Road | W. Churchill Lane | No Parking Anytime |
| | N. 47 th Street | West Side | W. Bradley Rd. | 18 ft. south of W. Woodale extended | No Parking Anytime |
| | N. 51 st Street | West Side | Beaver Creek Parkway | W. Brown Deer Rd. | No Parking Anytime |
| | N. 51 st Street | East Side | 128 ft. south of W. Green Brook Dr. | 53 ft. north of W. Green Brook Dr. | No Parking Anytime |

| | Street/Location | Side | Start Point | End Point | Restriction |
|--|---|---|---|---|---|
| | N. 51 st Street | East Side | W. Brown Deer Rd. | 300 ft. north | No Parking Anytime |
| | N. 55 th Street | West Side | W. Dean Rd. | W. Bradley Rd. | No Parking Anytime |
| | N. 55 th Street | East Side | 45 ft. south of W. Nokomis | 35 ft north W. Nokomis | No Parking Anytime |
| | N. 55 th Street | East Side | W. Brown Deer Rd. | 292 ft. north of Brown Deer Rd. ROW | No Parking Anytime 3PM to 6PM |
| | N. 55 th Street | East & West Side | W. Brown Deer Rd. | W. Beaver Creek Pkwy. | No Parking Anytime within 30 ft. of any drive entrance |
| | N. 55 th Street | East Side | 8900 N. 55 th | North drive entrance general lot to 30 ft. south of receiving dock entrance | No Parking Anytime |
| | N. 60 th Street | East Side | W. Bradley Rd. | W. Dean Rd. | No Parking Anytime |
| | N. 60 th Street | West Side | W. Dean Rd. | W. Bradley Rd. | No Parking Anytime |
| | N. 60 th Street | East Side | W. Brown Deer Rd. | 300 ft. north | No Parking Anytime |
| | N. 60 th Street | West Side | 300 ft. north of Brown Deer Rd. | W. Brown Deer Rd. | No Parking Anytime |
| County Jurisdiction Roads and Lands | | | | | |
| | N. Sherman Blvd. | East Side | 75 ft. south of W. Bradley Rd. | N. Teutonia Ave. | No Parking Anytime |
| | N. Teutonia Avenue | West Side | 75 ft. north of drive entrance 8325 N. Teutonia | Drive entrance 8325 N. Teutonia | No Parking Anytime |
| State Jurisdiction Roads and Lands | | | | | |
| | W. Brown Deer Rd. | North Side | East Village Limits | West Village Limits | No Parking Anytime |
| | W. Brown Deer Rd. | South Side | West Village Limits | East Village Limits | No Parking Anytime |
| | N. Green Bay Road | East Side | South Village Limits | North Village Limits | No Parking Anytime |
| | N. Green Bay Road | West Side | North Village Limits | South Village Limits | No Parking Anytime |
| Milwaukee County Transit Stops | | | | | |
| | Within areas designated as bus loading zones, authorized by the Milwaukee County Transport Services, and approved by the Village Board, such areas to be 80 ft. in length and posted for reception and discharge of passengers. | | | | |
| Governmental Owned Lands | | | | | |
| | No parking anytime on lands owned by the Village of Brown Deer and the Brown Deer School District except on roads, driveways, parking areas or other paved areas in accordance with the posted signs. | | | | |
| | Village Hall Parking Lots | Identified areas for Police Vehicle Parking | | No Parking Anytime | |
| | | Identified areas for Municipal Staff Parking | | No Parking Anytime | |
| | | Identified areas for Park Shelter Loading | | No Parking Loading Zone May 1 to Oct 31 | |
| | | Identified area in front of Village Hall | | No Parking Anytime | |
| | Village Pond Parking Lot | Along the north side of the parking lot | | No Parking Anytime | |
| | Village Library Parking Lot | Circular drive off Bradley Rd. | | No Parking Anytime | |
| | High School/Middle School | Identified areas for Faculty/Staff Parking | | No Parking Anytime | |
| | | Identified areas for Permit Parking | | No Parking Anytime | |
| | | Identified areas for Student Drop Off | | No Parking Anytime | |
| | | Circular drive off N. 60 th - Fire Lane (Both sides) | | No Parking Anytime | |
| | | Art Plaza area around entire building (both sides) through the Service Area to W. | | Fire Lane | |

| | Street/Location | Side | Start Point | End Point | Restriction |
|---|---|------|--|-----------|---|
| | | | Bradley Rd. Does not include Bus Drop-off or Staff Parking (10). | | |
| | Administrative Services Bldg. | | Driveway off N. 60 th - Fire Lane | | No Parking Anytime |
| | | | Permit Parking along north side of bldg. | | No Parking Anytime |
| | Brown Deer Elementary School | | South parking lot and drive as posted | | No Parking Anytime |
| | | | Circular drive off Dean Rd. | | No Parking School Days 7:45AM-8:15AM, 2:45PM-3:15PM |
| | | | North and South side of building. North side – Dean Rd to staff parking lot. South side – staff parking to play area. (Both sides) | | Fire Lane |
| | | | | | |
| | | | | | |
| | | | | | |
| Public and Private Driveways and Lands | | | | | |
| | No parking anytime in such a way as to block the access or free passage to a public or private driveway or garage without the consent of the owner/lessor of such driveway or garage. | | | | |
| | No parking anytime on privately owned lands except on roads, driveways, parking areas or other paved areas in accordance with the posted signs. | | | | |
| | Royal Gardens Complex | | Circular drive off Brown Deer Rd. | | No Parking Anytime |
| <p>Notes: Unless noted the measurement is from the pavement/curb line of the beginning street extended. For driveways and carriage walks the measurement is from the end of the paved surface of the driveway or carriage walk at the road edge or curb. Recommended clearance from driveways on business streets is 30 ft., residential streets 20 ft. Recommended clearance from carriage walks is 20 ft.</p> <p>Where two restrictions overlay each other, the more restrictive shall govern.</p> <p>Where two restrictions end within twenty feet or less of each other, they shall be extended to connect. Such a condition may occur between driveways where a single or less parking space would be created between the restrictions.</p> <p>Restrictions do not apply to emergency vehicles in the performance of duties. Emergency vehicle includes Police, Fire, Paramedic, Ambulatory Conveyor, Public Works and Utility units.</p> | | | | | |



W. Dean Road - No Parking Amendment



No Parking Anytime (double arrow) - Winter Restriction (December 1st thru March 31st)

No Parking (single arrow pointing east) - Winter Restriction (December 1st thru March 31st)

No Parking (single arrow pointing north) - Winter Restriction (December 1st thru March 31st)

No Parking Anytime (single arrow pointing south)

No Parking Anytime (double arrow)

EXISTING CONDITION

Legend

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k
- Tax Parcels
- AERIAL PHOTO 2013 HIGH R
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:1,200



Notes
BrookMans Apts.

200 100 0 200 Feet
THIS MAP IS NOT TO BE USED FOR NAVIGATION
© MCAMILLIS
DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

W. Dean Road - No Parking Amendment



Legend

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k
- Tax Parcels
- AERIAL PHOTO 2013 HIGH R
- Red: Band_1
- Green: Band_2
- Blue: Band_3

PROPOSED CONDITION

1:1,200



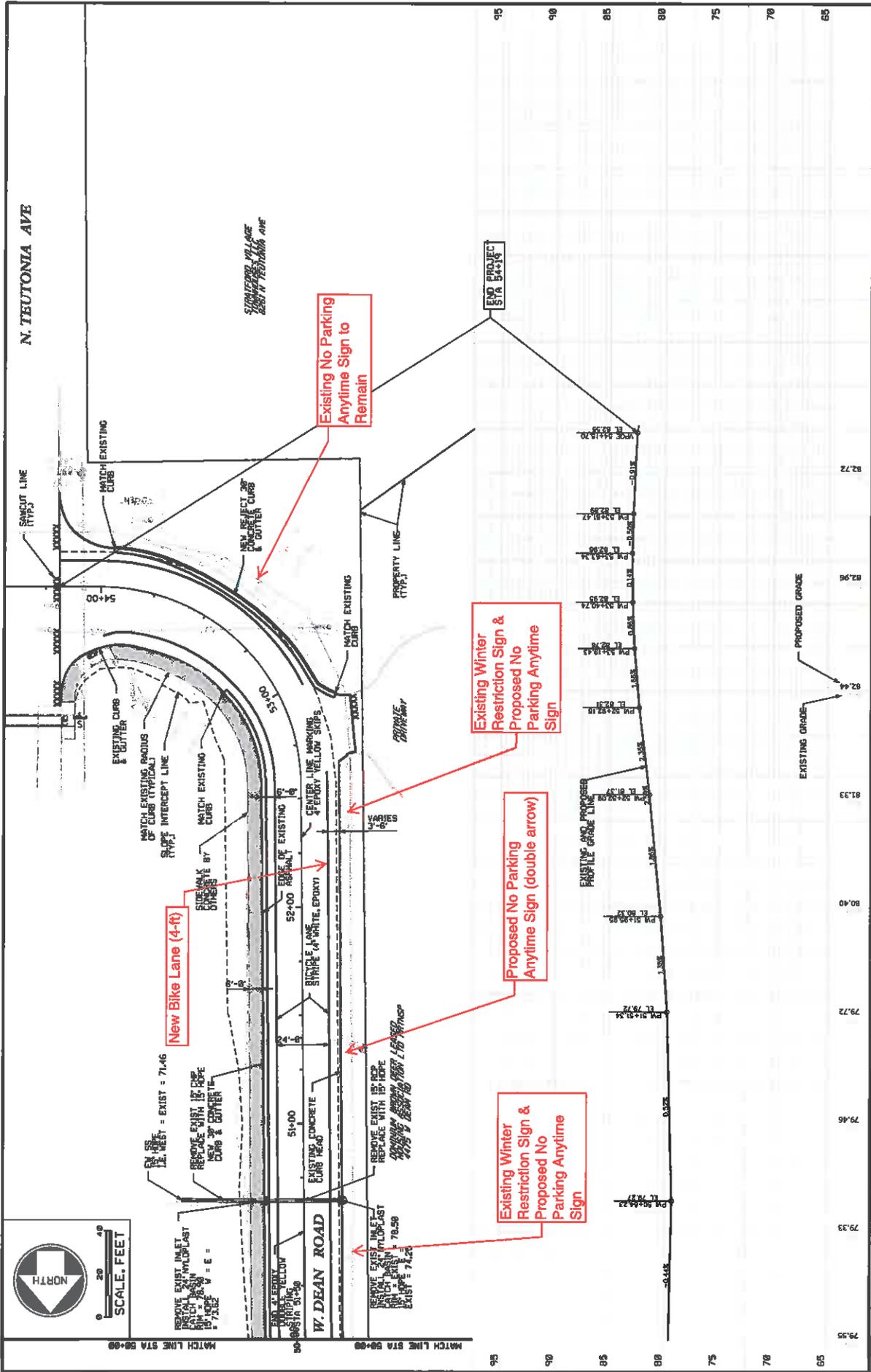
Notes

Brooklane Apts.

DISCLAIMER: This map is a user generated static output from the Miravalle County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Miravalle County or its employees.

200 Feet
0 100 200 Feet
THIS MAP IS NOT TO BE USED FOR NAVIGATION

N. TEUTONIA AVE



New Bike Lane (4-ft)

Existing No Parking Anytime Sign to Remain

Existing Winter Restriction Sign & Proposed No Parking Anytime Sign

Proposed No Parking Anytime Sign (double arrow)

Existing Winter Restriction Sign & Proposed No Parking Anytime Sign

| | | | | | | | | | | | |
|----------------|--|---|--|---|--|--------------------------|--|-------------------------|--|--------------------------|--|
| DATE: 08/14/14 | | SCALE: 1" = 40' | | JOB NO.: 14-0117-00 | | DRAWN BY: J. B. BROWN | | CHECKED BY: J. B. BROWN | | APPROVED BY: J. B. BROWN | |
| SHEET NO.: PP8 | | DRAWING NO.: WEST DEAN ROAD RECONSTRUCTION PLAN & PROFILE | | PROJECT NO.: 4800 WEST GREEN BROOK DRIVE BROWN DEER, WI 53223 | | CLIENT: AVRES ASSOCIATES | | DATE: 08/14/14 | | SCALE: 1" = 40' | |



REQUEST FOR CONSIDERATION

| |
|--|
| COMMITTEE CONSIDERATION: Plan Commission |
| ITEM DESCRIPTION: Public hearing, review and recommendation of a conditional use permit to Eco-Site LLC, for a cellular communication tower and associated equipment at 8200 N. 60 th Street. |
| PREPARED BY: Nathaniel Piotrowski, Community Development Director |
| REPORT DATE: January 7, 2015 |
| Applicant: Jim Kaysing, SAC Wireless agent for Eco-Site |
| Existing Zoning: R3 Applicable Code: Sec.121-158 |
| VILLAGE ATTORNEY REVIEW: <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. |
| COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan. |

BACKGROUND:

Eco-Site is proposing to erect and operate a cellular antenna tower adjacent to the main baseball and softball diamonds at the Brown Deer School District under a lease agreement with the District. The School District has not yet finalized the lease agreement but has authorized Eco-Site to pursue land use approval. A cellular antenna tower is a conditional use and requires Plan Commission review and approval of a permit by the Village Board.

Attached are plans that show the location of the proposed tower and equipment shelter. The tower would replace an existing 75 foot tall wooden light pole with a 105 steel pole. The new pole would retain lighting for the ball fields and antenna arrays would be aligned at the top. The tower will start with one array of antennas at the top. There will be opportunity to add two additional arrays. Staff has worked with the applicant and has requested a wooden privacy style fence and enhanced landscaping in lieu of the chain link fencing currently proposed.

School District Staff has also reviewed the proposal and did not have major site layout concerns however they also requested improved screening. Also attached is the draft conditional use permit.

RECOMMENDATION:

The site plan is acceptable to Village and School District Staff. Therefore Staff suggests that the Plan Commission favorably recommend the conditional use permit to the Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

CLIENT: **Eco-Site**
Urban Renewal Wireless
 1414 RALEIGH ROAD
 SUITE 445
 CHAPEL HILL, NC 27617
 ECO-SITE.COM

CLIENT: **T-Mobile**

ARE: **SAC**
WIRELESS
 ENGINEERING GROUP
 405 PLAINES, LK 0018
 WWW.SACGROUP.COM
 919.474.1400

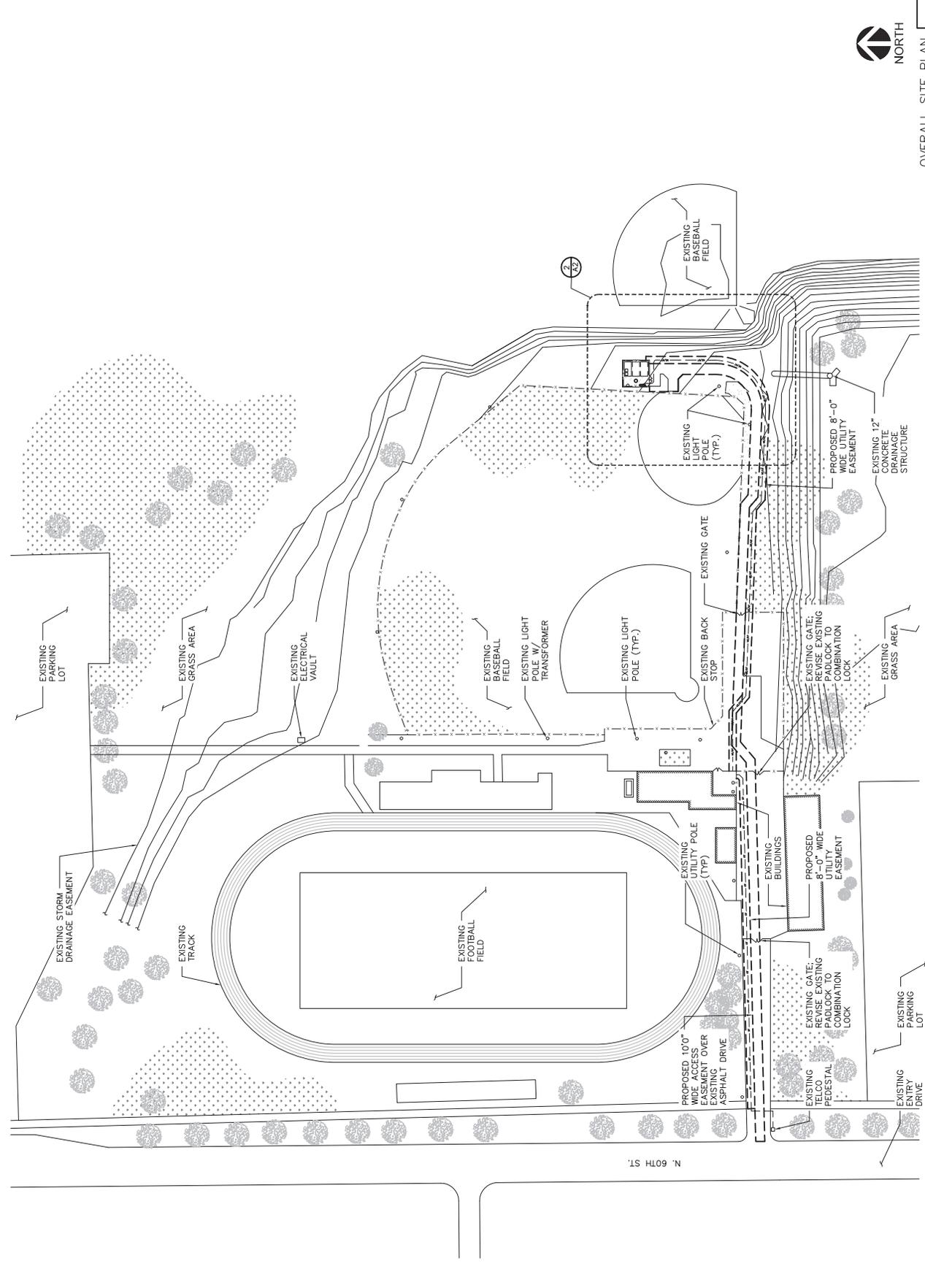
NOT FOR CONSTRUCTION

DATE: 11/18/14
 FOR REVIEW: DS
 LEASE EXHIBIT: DS
 11/20/14
 LEASE EXHIBIT: GP
 12/11/14
 LEASE EXHIBIT: GP

BROWN DEER HS
 T-MOBILE #: ML91303A
 ECO SITE #: WH-0002
 8060 N. 60TH ST.
 BROWN DEER, WI 53223

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1



OVERALL SITE PLAN
 SCALE: 1" = 10'-0"

CLIENT:
Eco-Site
Urban Renewable Wireless
 1414 RALEIGH ROAD
 SUITE 445
 CHAPEL HILL, NC 27617
 ECO-SITE.COM

CLIENT:
T-Mobile

A/E:

**WIRELESS
 ENGINEERING GROUP**
 1000 W. HARRIS BLVD.
 DES PLAINES, IL 60018
 WWW.S&S-ENG.COM
 (708) 344-1000

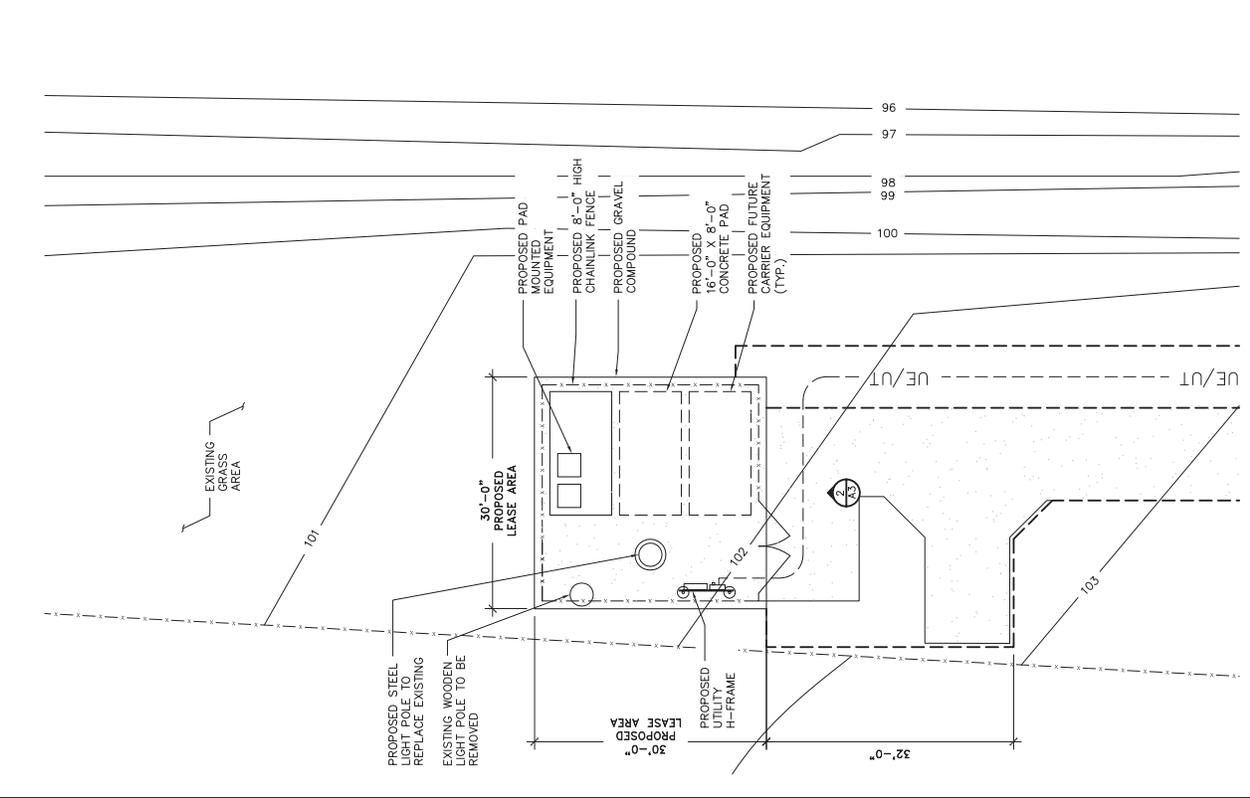
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| # | DATE | DESCRIPTION | BY |
|---|----------|---------------|----|
| A | 10/27/14 | FOR REVIEW | DS |
| 0 | 11/18/14 | LEASE EXHIBIT | DS |
| 1 | 11/20/14 | LEASE EXHIBIT | GP |
| 2 | 12/11/14 | LEASE EXHIBIT | GP |

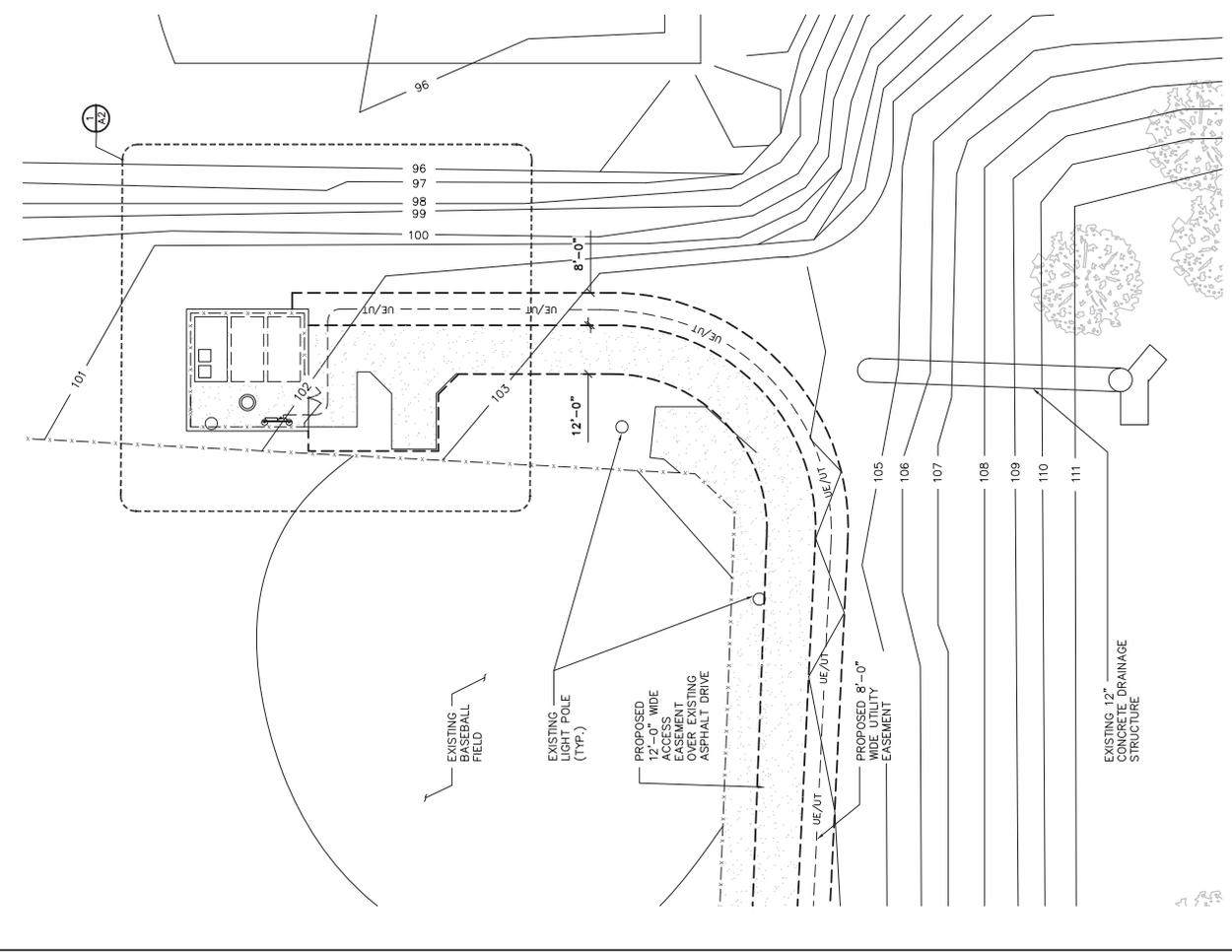
BROWN DEER HS
 T-MOBILE #; ML91303A
 ECO SITE #; WI-0002
 8060 N. 60TH ST.
 BROWN DEER, WI 53223

SHEET TITLE
**ENLARGED
 SITE PLAN &
 COMPOUND PLAN**

SHEET NUMBER
A2



COMPOUND PLAN
 SCALE: 1/16"=1'-0"
 1



ENLARGED SITE PLAN
 SCALE: 1"=30'
 2

CLIENT:



1414 RALEIGH ROAD
SUITE 445
CHAPEL HILL, NC 27517
ECO-SITE.COM

CLIENT:



A/E:



WIRELESS
ENGINEERING GROUP
DES PLANNERS, LLC
www.sandsgroup.com
817.374.1000

NOT FOR CONSTRUCTION

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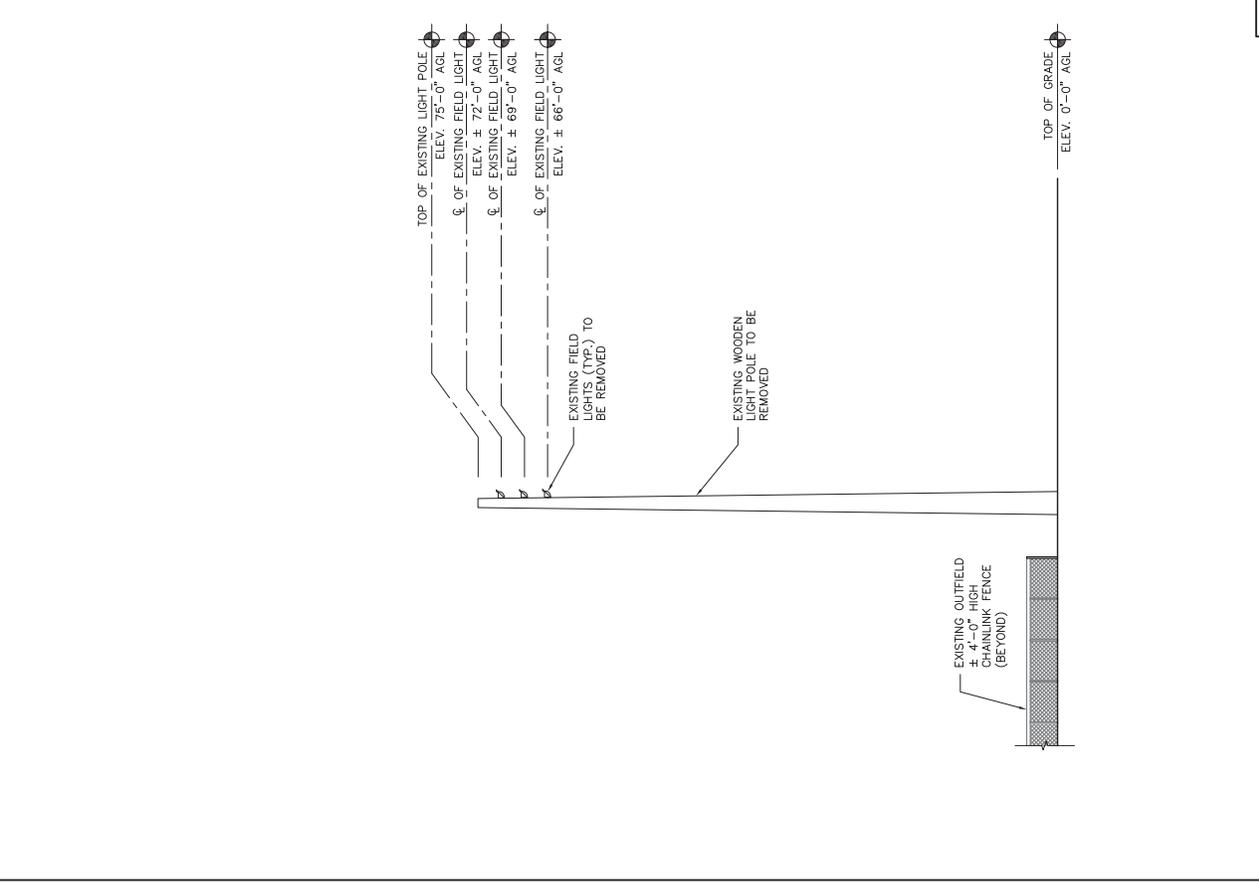
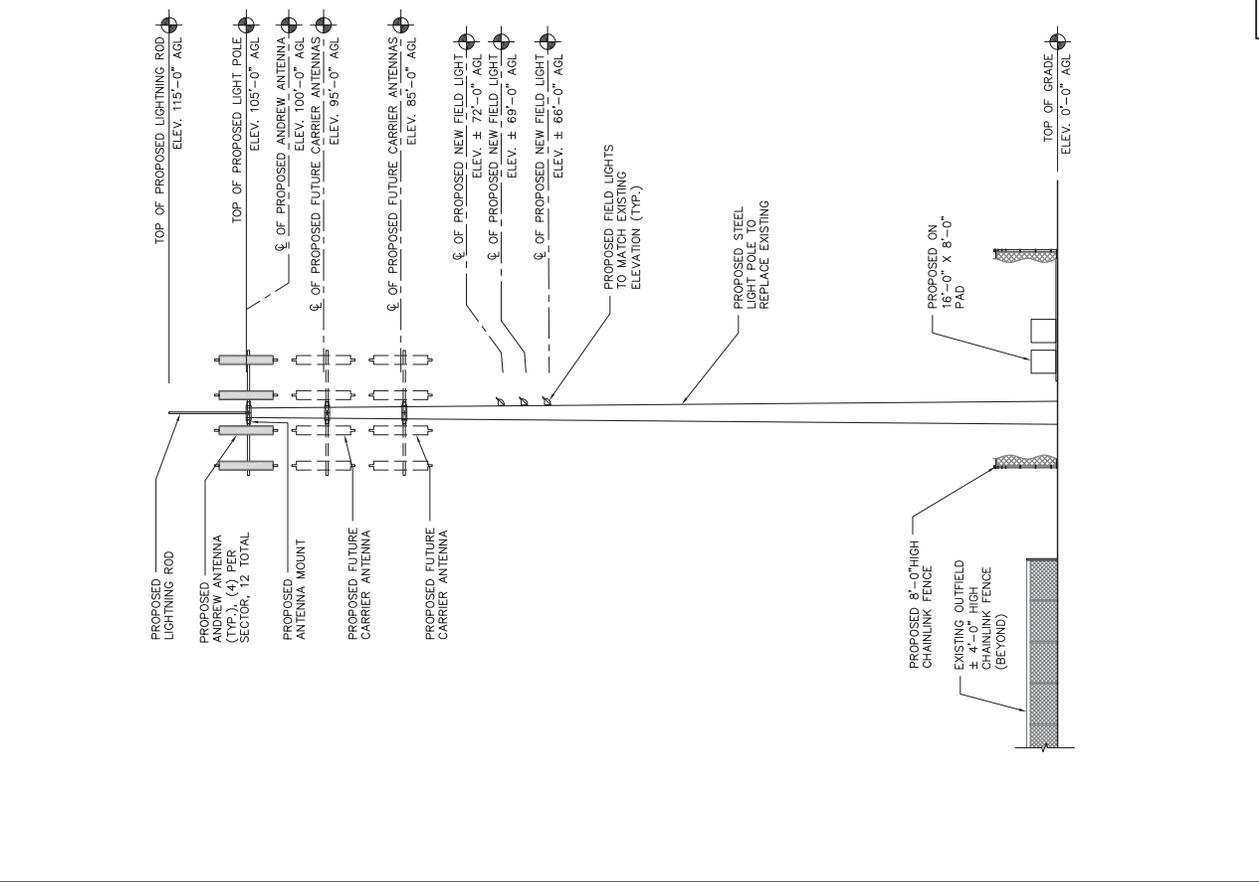
SUBMITTALS

| # | DATE | DESCRIPTION | BY |
|---|----------|---------------|----|
| A | 10/27/14 | FOR REVIEW | DS |
| 0 | 11/18/14 | LEASE EXHIBIT | DS |
| 1 | 11/20/14 | LEASE EXHIBIT | GP |
| 2 | 12/11/14 | LEASE EXHIBIT | GP |

BROWN DEER HS
T-MOBILE #: ML91303A
ECO SITE #: WI-0002
8060 N. 60TH ST.
BROWN DEER, WI 53223

SHEET TITLE
WEST ELEVATIONS

SHEET NUMBER
A3



NEW WEST ELEVATION
SCALE: 1/4"=1'-0"

EXISTING WEST ELEVATION
SCALE: 1/4"=1'-0"

VICINITY MAP

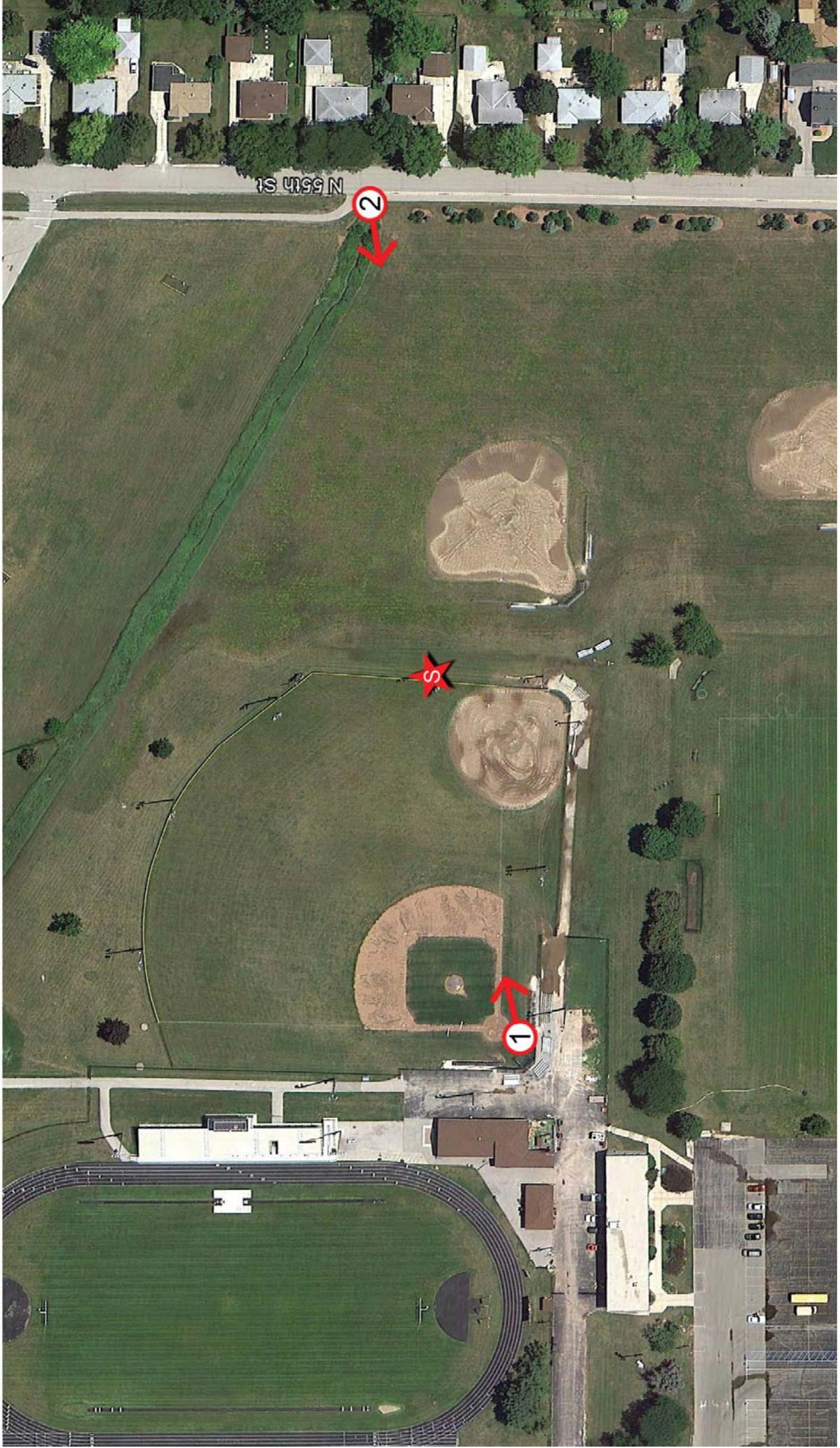
PHOTOSIMULATION VIEWPOINTS



BROWN DEER HS
T-MOBILE ID# ML91303A
ECO-SITE ID# WI-0002
8060 N. 60TH ST.
BROWN DEER, WI 53223



5865 AVENUE DUNCANS, STE. 1428
OFFICE: (855) 228-6828



PHOTOSIMULATION VIEW 2
LOOKING SOUTH FROM THE ASSIST

EXISTING



PROPOSED



PHOTOSIMULATION VIEW 2

LOOKING SOUTHWEST

EXISTING

EXISTING FIELD LIGHTS (TYP.) TO BE REMOVED AND RELOCATED

EXISTING 75'-0" HIGH WOODEN LIGHT POLE TO BE REMOVED



BROWN DEER HS
T-MOBILE ID# ML91303A
ECO-SITE ID# WI-0002
8060 N. 60TH ST.
BROWN DEER, WI 53223



PROPOSED

PROPOSED ANDREW ANTENNA (TYP.), (2) PER SECTOR, (6) TOTAL

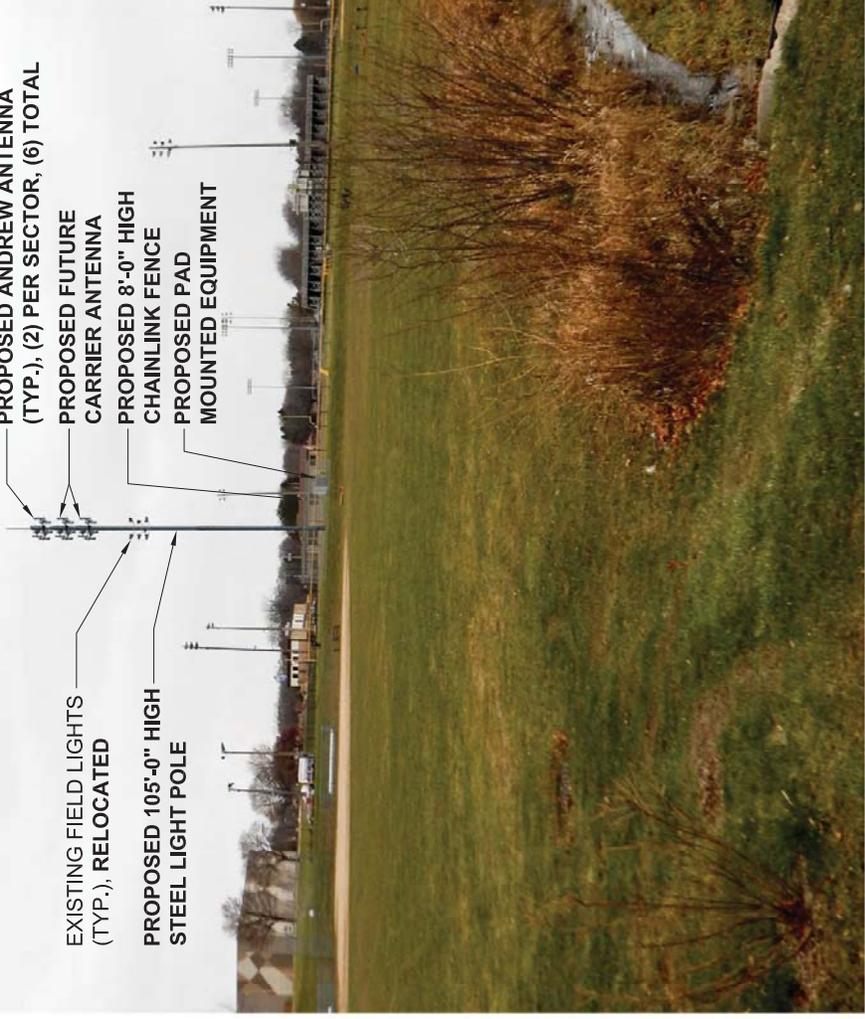
PROPOSED FUTURE CARRIER ANTENNA

PROPOSED 8'-0" HIGH CHAINLINK FENCE

PROPOSED PAD MOUNTED EQUIPMENT

EXISTING FIELD LIGHTS (TYP.), RELOCATED

PROPOSED 105'-0" HIGH STEEL LIGHT POLE



**CONDITIONAL USE
PERMIT**

**Cellular Tower, Antennas
and Equipment Shelter**
Document Title

Document Number

Before the Village Board of the Village of Brown Deer, in regard to **8200 N. 60th Street**, located in the SW 1/4 of Section 11, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin, 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 Eco-Site LLC, 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 to be used for the purpose of **Cellular Tower, Antennas and Equipment Shelter** 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**

067-9998-003

Parcel Identification Number (PIN)

GRANTED, by action of the Village Board of the Village of Brown Deer this **19th day of January, 2015**

Jill Kenda-Lubetski, Village Clerk

Carl Krueger, Village President

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named Carl Krueger, Village President and Jill Kenda-Lubetski, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____(Notary Signature) _____(Print name of Notary)

Notary Public, State of _____ SEAL

My commission: _____

CONDITIONAL USE PERMIT ACCEPTANCE: This Conditional Use Permit is hereby accepted this ____ day of _____, 2015.

(_____) [Title] (_____) [Title]

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

This Conditional Permitted Use Permit Acceptance was acknowledged before me this ____ day of _____, 2015, by

_____ [name] as _____ [title] of _____, and

_____ [name] as _____ [title] of _____ respectively.

_____(Notary Signature) _____(Print name of Notary)

Notary Public, State of _____ SEAL

My commission expires: _____

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

CONDITIONAL USE PERMIT
Cellular Tower, Antennas and
Equipment Shelter

067-9998-003

Document Number

Document Title

Parcel Identification Number (PIN)

THE CONDITIONS of this Permit are:

1. This Permit is granted to Eco-Site LLC, upon the representation that it is a tenant of the Premises and shall become effective upon the execution of the acceptance hereof by Eco-Site LLC as tenant 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 the owner 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: **Cellular Tower, Antennas and Equipment Shelter**. The use of the Premises as a cellular tower, antennas and equipment shelter location shall be in substantial compliance consistent with the plans set forth in the Site Plans and Elevations submitted to the Village of Brown Deer in support of its request for this Permit, which are 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: **24-hour continual operation. Public access is prohibited.**
 - c. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable Village Ordinances: **Per the Village Zoning Code.**
 - d. 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 Section 121 of the Village Code.**
 - e. Other:
 - (1) **Reimburse Village for any legal, engineering and other administrative expenses required pursuant Sec. 121 of the Village Code.**
6. Conditions of the Building other than in accordance with the approved building plans.
 - (1) **None**

CONDITIONAL USE PERMIT

**Cellular Tower, Antennas and
Equipment Shelter**

067-9998-003

Document Number

Document Title

Parcel Identification Number (PIN)

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 shall be no exterior storage of supplies, building materials or equipment.**
 - (2) **The property shall be kept free and clear of litter and debris.**
 - b. Finished topography and building grades, retaining walls, storm water run-off:
 - (1) **None.**
 - c. Sign location, size, design:
 - (1) **There shall be no signs of any kind on the antennas or support structure. One identification decal with emergency contact information shall be allowed on the equipment shelter or fence provided that it cover no more than ten percent (10%) of the surface area of the elevation on which it is located.**
 - d. Exterior lighting of the site, location, design and power:
 - (1) **24-hour security lighting of the shelter shall be maintained.**
 - e. Other:
 - (1) **Any hazardous conditions or deficiencies identified by the Village shall be corrected by the owner to the satisfaction of the Village within thirty (30) days of written notification.**
 - (2) **Eco-Site LLC shall enter into a lease agreement with the School District of Brown Deer.**
 - (3) **The owner of the equipment shall agree to appropriately screen the lease parcel with a wooden fence. Should this fence be deemed in disrepair by the Village, the owner is obligated to repair any noted deficiencies.**
 - (4) **If the public utility is no longer in use it is the responsibility of the owner to remove all equipment, fencing and support material and restore the site to its pre-construction condition.**

Exhibit A

Metes and Bounds legal description here

Exhibit B

Plan Sheets C-1, ANT-1, B-2 and digital renderings



REQUEST FOR CONSIDERATION

| |
|--|
| COMMITTEE CONSIDERATION: Plan Commission |
| ITEM DESCRIPTION: Review and Recommendation of a permanent Conditional Use Permits and Development Agreement for: <i>Commercial Dance School at 9036 N. 51st Street</i> <i>Medical Laboratory at 9055 N. 51st Street, Unite E</i> <i>Professional Offices at 8759 N. Deerwood Drive</i> |
| PREPARED BY: Nathaniel Piotrowski, Community Development Director |
| REPORT DATE: January 7, 2015 |
| Applicable Land Use Regulations: Sec. 121-63 |
| VILLAGE ATTORNEY REVIEW: <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. |
| COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan. |

BACKGROUND INFORMATION:

Staff is bringing a pair of Conditional Use Permits and one development agreement back to the Plan Commission for review pursuant to the first year review provision of said permits/agreement in order to decide whether or not the land use shall be made permanent. The three items were each granted approval in the following years:

Dance Academy: June 2012, first rejected review in September 2013

Medical Laboratory: March 2013

Modus Design Offices: March 2013

Since the time of approval all uses have begun and continue operation. Only the Dance Academy has had identified issues. These issues included parking and traffic problems which were addressed with a new parking lot in 2014. Staff feels that the new off-street parking area, along with on-street restrictions, have effectively handled the problem. At this time there are no other problems with any use and suggest the uses be made permanent.

RECOMMENDATION:

Village Staff suggests the Plan Commission recommend to the Village Board that the Conditional Use Permits and Development Agreement be made continuous. Please contact Nate Piotrowski with any questions or comments at 371-3061.

**CONDITIONAL USE
PERMIT**

Commercial Dance School

Document Number

Document Title

Before the Village Board of the Village of Brown Deer, in regard to Premises at **9036 N. 51st Street** located in the SE 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, further described in attached **Exhibit "A"**.

WHEREAS, the Village 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 zoning standards in the Village Code; and

WHEREAS, a Petition has been made by Lindsay Stammer of Academy of Dance Arts LLC, 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 Village Code.

NOW, THEREFORE, this Conditional Use Permit is granted authorizing that Exhibits A and B to be used for the purpose of an **Commercial Dance School** 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**

029-0093-003

Parcel Identification Number (PIN)

GRANTED, by action of the Village Board of the Village of Brown Deer this 18th day of June, 2012.

Russell V. Gompel
Russell Van Gompel, Village Clerk

Carl Krueger
Carl Krueger, Village President

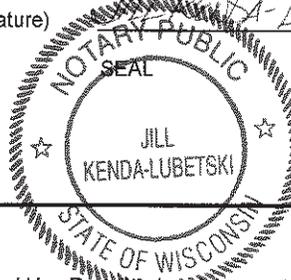
STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

Personally came before me this 13th day of August, 2012, 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

My commission: 12-23-2012



CONDITIONAL USE PERMIT ACCEPTANCE: This Conditional Use Permit was hereby accepted this 2 day of Aug., 2012.

Lindsay Stammer (Title)

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss

This Conditional Permitted Use Permit Acceptance was acknowledged before me this 2 day of August, 2012, by

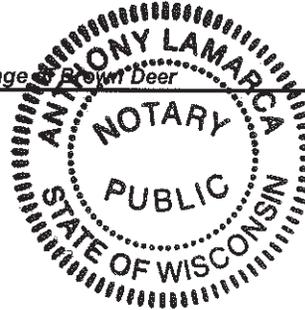
Lindsay Stammer [name] as owner [title] of Academy of Dance Arts

A. La Marca (Notary Signature)
Notary Public, State of Wisconsin

ANTHONY LAMARCA (Print name of Notary)
SEAL

My commission expires Aug 30, 2015

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



CONDITIONAL USE PERMIT

Commercial Dance School

029-0093-003

Document Number

Document Title

Parcel Identification Number (PIN)

THE CONDITIONS of this Permit are:

1. This Permit is granted to Academy of Dance Arts LLC, upon the representation that it is the owner of the Premises and shall become effective upon the execution of the acceptance hereof by Academy of Dance Arts LLC as 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 Village Code, 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 Village 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: **Commercial Dance School**. The use of the Premises as a commercial dance school shall be in substantial compliance consistent with the plans set forth and submitted to the Village of Brown Deer in support of its 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 Village Code.
 - b. Hours during which operation is permitted: **Monday- Sunday 9:00am – 10:00pm. After hours access and use is strictly prohibited.**
 - c. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable Village Ordinances: **Per the Village Code.**
 - d. 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 tenant and upon recommendation of the Plan Commission and approval of the Village Board, may be continuous pursuant to Section 121 of the Village Code of Brown Deer.**
6. Conditions of the Building other than in accordance with the approved building plans.
 - (1) **Structural improvements and any new signage shall be reviewed and approved by the Village of Brown Deer Building Board.**
 - (2) **All interior modifications shall be subject to conditions of the Wisconsin Commercial Building Code and in compliance with fire protection requirements of the North Shore Fire Department.**

CONDITIONAL USE PERMIT
Commercial Dance School

029-0093-003

Document Number

Document Title

Parcel Identification Number (PIN)

-
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 shall be no exterior storage of building materials, supplies or equipment associated with the dance school.**
 - (2) **The property shall be kept free and clear of litter and debris.**
 - (3) **Overnight parking of motor vehicles shall be prohibited.**
 - b. Finished topography and building grades, retaining walls, storm water run-off:
 - (1) **None.**
 - c. Sign location, size, design:
 - (1) **Per Section 121 of the Village Code and as approved by the Village of Brown Deer Building Board.**
 - d. Exterior lighting of the site, location, design and power:
 - (1) **24-hour security lighting of the dance school shall be maintained.**
 - e. Other:
 - (1) **Any hazardous conditions or deficiencies identified by the Village shall be corrected by the owner to the satisfaction of the Village within thirty (30) days of written notification.**
 - (2) **The owner shall provide private trash removal service. All trash, storage and collection shall be within the building interior or within an enclosure that screens trash and removal system from public view. The trash removal system shall be rodent-proof, covered and maintained in accordance with the direction of the North Shore Health Department.**
 - (3) **The owner shall maintain up-to-date key holder information with the Brown Deer Police Department.**
 - (4) **Crime prevention measures shall be adhered to pursuant to the Brown Deer Police Department. The owner shall meet with the Village of Brown Deer Police Department to review security and crime prevention measures prior to occupancy. If crime issues are identified after occupancy, additional meetings may be necessary at the discretion of the Brown Deer Police Department.**
 - (5) **Off street parking areas shall be maintained in good condition. Currently deteriorated parking areas shall be resurfaced within 5 years. If off street parking shortfalls are identified the owner shall provide additional parking spaces at the Village's discretion to meet parking demand.**

**CONDITIONAL USE
PERMIT**

Medical Laboratory

Document Number

Document Title

Before the Village Board of the Village of Brown Deer, in regard to Premises at **9055 N. 51st Street, Unit E** located in the SW 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, further described in attached **Exhibit "A"**.

WHEREAS, the Village 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 zoning standards in the Village Code; and

WHEREAS, a Petition has been made by Ken Jaglinski of Bayshore Clinical Labs LLC, 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 Village Code.

NOW, THEREFORE, this Conditional Use Permit is granted authorizing that Exhibits A and B to be used for the purpose of an **Medical Laboratory** 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**

029-0090-001

Parcel Identification Number (PIN)

GRANTED, by action of the Village Board of the Village of Brown Deer this 22nd day of January, 2013.

Jill Kenda-Lubetski Carl Krueger
Jill Kenda-Lubetski, Village Clerk Carl Krueger, Village President

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 1st day of April, 2013, the above-named Carl Krueger, Village President and Jill Kenda-Lubetski, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Bridget M. Scott (Notary Signature)

Bridget M. Scott (Print name of Notary)

Notary Public, State of Wisconsin

SEAL



My commission: 9-21-14

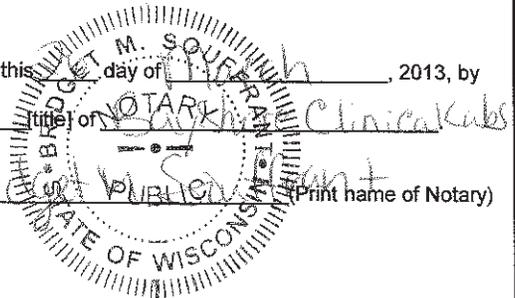
CONDITIONAL USE PERMIT ACCEPTANCE: This Conditional Use Permit is hereby accepted this 26 day of March, 2013.

Ken Jaglinski
(owner) [Title]

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

This Conditional Permitted Use Permit Acceptance was acknowledged before me this 26 day of March, 2013, by

Ken Jaglinski [name] as owner [title]



Bridget M. Scott (Notary Signature)

Bridget M. Scott (Print name of Notary)

Notary Public, State of Wisconsin

SEAL

My commission expires: 9-21-14

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

CONDITIONAL USE PERMIT

Medical Laboratory

029-0090-001

Document Number

Document Title

Parcel Identification Number (PIN)

THE CONDITIONS of this Permit are:

1. This Permit is granted to Bayshore Clinical Labs LLC, upon the representation that it is the owner of the Premises and shall become effective upon the execution of the acceptance hereof by Bayshore Clinical Labs LLC as 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 Village Code, 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 Village 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: **Medical Laboratory**. The use of the Premises as a commercial dance school shall be in substantial compliance consistent with the plans set forth and submitted to the Village of Brown Deer in support of its 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 Village Code.
 - b. Hours during which operation is permitted: **Monday- Friday 7:00am – 8:00pm**.
 - c. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable Village Ordinances: **Per the Village Code**.
 - d. 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 tenant and upon recommendation of the Plan Commission and approval of the Village Board, may be continuous pursuant to Section 121 of the Village Code of Brown Deer.
6. Conditions of the Building other than in accordance with the approved building plans.
 - (1) **Structural improvements and any new signage shall be reviewed and approved by the Village of Brown Deer Building Board.**
 - (2) **All interior modifications shall be subject to conditions of the Wisconsin Commercial Building Code and in compliance with fire protection requirements of the North Shore Fire Department.**

CONDITIONAL USE PERMIT
Medical Laboratory

029-0090-001

Document Number

Document Title

Parcel Identification Number (PIN)

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 shall be no exterior storage of building materials, supplies or equipment associated with the medical laboratory.
 - (2) The property shall be kept free and clear of litter and debris.
 - (3) Overnight parking of motor vehicles shall be prohibited.
 - b. Finished topography and building grades, retaining walls, storm water run-off:
 - (1) None.
 - c. Sign location, size, design:
 - (1) Per Section 121 of the Village Code and as approved by the Village of Brown Deer Building Board.
 - d. Exterior lighting of the site, location, design and power:
 - (1) 24-hour security lighting of the medical laboratory shall be maintained.
 - e. Other:
 - (1) Any hazardous conditions or deficiencies identified by the Village shall be corrected by the owner to the satisfaction of the Village within thirty (30) days of written notification.
 - (2) The owner shall provide private trash removal service. All trash, storage and collection shall be within the building interior or within an enclosure that screens trash and removal system from public view. The trash removal system shall be rodent-proof, covered and maintained in accordance with the direction of the North Shore Health Department.
 - (3) The owner shall maintain up-to-date key holder information with the Brown Deer Police Department.
 - (4) Crime prevention measures shall be adhered to pursuant to the Brown Deer Police Department. The owner shall meet with the Village of Brown Deer Police Department to review security and crime prevention measures prior to occupancy. If crime issues are identified after occupancy, additional meetings may be necessary at the discretion of the Brown Deer Police Department.

**Development Agreement
By and Between
Modus Design, Inc.
And
The Village of Brown Deer**

THIS AGREEMENT is entered into as of this 18th day of February, 2013, by and between **Modus Design Inc.**, an incorporated entity hereinafter called "Operator" and the **VILLAGE OF BROWN DEER**, a municipal corporation in Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, Modus Design Inc. is the owner of property at 8759 N. Deerwood Dr., located in the NW ¼, Section 12, T8N, R21E, Village of Brown Deer, Milwaukee County, Wisconsin.

Legally described as: (See Exhibit A)

WHEREAS, a request has been made to the Village Board of The Village of Brown Deer, Milwaukee County, Wisconsin, by Operator for approval of a Development Agreement authorizing the establishment of a business office at 8759 N. Deerwood Drive (hereinafter referred to as the "Property"); and

WHEREAS, on July 5th 1976, JAMES JAGODZINSKI and BROWN DEER entered into a Development Agreement for an automobile service garage at 8759 N. Deerwood Drive, said Agreement being recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin on July 15, 1976, as Document #5019735 in Reel 943, Image 1370 to 1372; and amended by Village of Brown Deer Resolution #87-01 on March 16th, 1987; and

WHEREAS, the July 5th, 1976 Agreement, and subsequent amendment shall be released and replaced by this Agreement; and

WHEREAS, the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood involved.

NOW, THEREFORE, following review and consideration by the Plan Commission on February 11, 2013 and after review and consideration by the Village Board of the Village of Brown Deer on February 18, 2013, the Modus Design Inc. (parcel identification number: _____) Planned Development Agreement is hereby approved in accordance with Sections 121-250 through 121-253 of the Village of Brown Deer Village Code, the attached Exhibits A and B and covenanted and agreed as follows:

1. **Subject to review by the Brown Deer Plan Commission after one year. If there are no documented complaints about the use, or if documented complaints have been resolved to the satisfaction of the Village Board, the approval of the specific project plan for a business office becomes continuous pursuant to the Village of Brown Deer Village Code.**
2. **Outside storage of merchandise, equipment or inventory is strictly prohibited on this site.**
3. **The property shall be kept free and clear of litter and debris.**

4. **Sign location, size, design shall be in accord with Chapter 121 of the Village of Brown Deer Village Code.**
5. **All deliveries and pick-ups shall occur during the business hours of 7:00am- 6:00pm, Monday through Saturday.**
6. **Outdoor sales shall be prohibited.**
7. **Any hazardous conditions or deficiencies identified by the Village of Brown Deer shall be corrected by the owner to the satisfaction of the Village within thirty (30) days of written notification.**
8. **Any significant modifications to the site or existing building and/or expansion of the business, shall be reviewed and approved by the Plan Commission and Village Board.**
9. **Owner shall provide a private trash removal system requiring no service by or cost to the Village. All trash, storage and collection shall be within the building interior or within an enclosure that screens trash and removal system from public view. The trash removal system shall be rodent-proof, covered and maintained in accordance with the direction of the North Shore Health Department.**
10. **Crime prevention measures shall be adhered to pursuant to the direction of the Brown Deer Police Department. The owner shall meet with the Village of Brown Deer Police Department to review security and crime prevention measures prior to occupancy and then as necessary at the discretion of the Brown Deer Police Department.**
11. **That as long as the property is used for the purposes that are authorized by this Agreement, all 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 Village Board of the Village of Brown Deer may relieve the Operator 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.**
12. **The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.**
13. **Buyer shall, consistent with a targeted completion date of July 21, 2013, convert the existing structure on the premises to an office/service building, in substantial conformity with the plans**

and specifications as set forth herein, and having a minimum fair market value upon completion of \$150,000.00.

14. Buyer acknowledges that the property will be divided in substantial conformity with a proposed Certified Survey Map, attached hereto and incorporated herein, and shall so design its premises to allow for a minimum of four (4) car parking availability upon the premises it acquires in fee, and shall restrict its access to parking adjacent to the premises to the business hours of 8:00 a.m. to 6:00 p.m. and never more than five (5) cars at a given time. The parties agree that on limited occasions, not more than four days per year, a holiday party or some similar function, might cause greater use of the public parking facility than described herein.
15. The parties acknowledge that the legal description of the property, as will be provided in the Deed, shall provide for a parcel to be held in fee by Buyer, consistent with the proposed CSM attached hereto and incorporated herein.
16. The parties agree to use their best efforts, each in favor of the other, to compatibly redevelop the property by Buyer, and to redevelop the surrounding area, including street and sidewalk improvements, public parking improvements, utility improvements, sewer and drainage improvements, in a compatible and efficient fashion so as not to impede the intended purposes of each.
17. Exhibit A, attached is the legal description of the property.
18. Exhibit B, attached contains the floor plan for the property.



REQUEST FOR CONSIDERATION

| |
|---|
| COMMITTEE CONSIDERATION: Village Board |
| ITEM DESCRIPTION: Fee Schedule Resolution |
| PREPARED BY: Matt Janecke, Assistant Village Manager |
| REPORT DATE: January 14, 2015 |

BACKGROUND:

When the Village Code was re-codified and adopted in 2009, it contained an open reference to “fees shall be as established by the village board”. In addition, Village Departments include various fees and charges. I have created one document to include all the fees and charges making it easy to review and modify by resolution.

RECOMMENDATION:

To adopt the attached resolution and corresponding proposed Fee Schedule.

Resolution Establishing a
Schedule of Fees for the
Village of Brown Deer

Resolution No. 15–

WHEREAS, the Village Board, pursuant to its statutory authority, and as required by the Village of Brown Deer Code of Ordinances, is empowered and required to set fees for various Village services, permits, licenses, inspections, and investigations; and,

WHEREAS, the Village Board has reviewed such fees as required to be set throughout the Code; and,

WHEREAS, the Village Board has determined appropriate fees consistent with the objective of recouping only direct and actual costs attendant with the various matters for which fees are required; and,

WHEREAS, the Village Board has determined it is in the public interest to set such fees in a readily discernable format, which format shall be conducive to public disclosure and review.

NOW, THEREFORE; BE IT RESOLVED that the Village Board adopts such fees as herein set forth in the attached fee schedule; and,

BE IT FURTHER RESOLVED that the Village Board adopts such fees as therein set forth, under its statutory authority, and in accord with the various sections of the Village of Brown Deer Code as therein referenced; and,

BE IT FURTHER RESOLVED that Village Staff is directed to bring this resolution forward to the Village Board on an annual basis as part of its annual budget review; and,

BE IT FURTHER RESOLVED that Village Staff is directed to maintain this fee schedule at the Village Hall for the convenience of the public, and to further publish such fee schedule on the Village website.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this 16th day of December, 2013.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

2015 Fee Schedule

Department

Description

2015 Fee

Fees and charges. Whenever language in this Code provides that a charge or fee shall be as established by the Board, such language means that the fee or charge shall be as established by resolution of the Village Board, except charge be established by ordinance, such language shall mean that the fee or charge shall be as established by

Community Services

| | | |
|---------------------|--|-----------|
| Building Inspection | Minimum fee for all permits | No change |
| | Residence - one & two family dwelling and attached garages | No change |
| | Residences - Apartments, three family & over, row housing, multiple family dwellings, institutional | No change |
| | Residences - Additions, accessory buildings, garages | No change |
| | Local businesses, office buildings or additions thereto | No change |
| | Manufacturing or industrial buildings or additions thereto (office areas to be calculated under "E") | No change |
| | Permit to start construction of footings & foundations | No change |
| | Permit to start construction of footings & foundations | No change |
| | Commercial garages, parking & apartments garages | No change |
| | All other buildings, structures, alterations, repairs, where sq. footage cannot be calculated | No change |
| | Heating & incineration units, room heaters, stoves & wood burning appliances and energy recovery ventilators | No change |

| | |
|--|-----------|
| Heating & A/C distribution systems (ductwork) | No change |
| Air conditioning - other than wall units | No change |
| Commercial & Industrial Exhaust Systems including but not limited to: kitchen exhaust hoods, garage exhaust systems, and paint booth exhaust systems | No change |
| Wrecking or razing | No change |
| Moving buildings over public ways | No change |
| Re-inspection | No change |
| Special inspection & reports | No change |
| Plan examination - one & two family residence | No change |
| Plan examination - apartments, 3 - family & over, row housing, multi-family | No change |
| Plan examination - new commercial/industrial | No change |
| Plan examination - commercial/industrial alterations & additions | No change |
| Plan examination - additions to one & two family residence and apartments, 3-family & over, row housing, multi-family | No change |
| Plan examination - alterations to one & two family residence and apartments, 3-family & over, row housing, multi-family | No change |
| Plan examination - accessory buildings greater than 200 sq. ft. | No change |
| Plan examination - heating plans submitted separately | No change |

| | |
|---|-----------|
| Plan examination - architectural review fee (building board) | No change |
| Plan examination - priority plan review: at the discretion of the building inspector and, depending upon workload of the department, two (2) day priority plan review may be provided at double the regular rate for plan review. | No change |
| Wisconsin uniform building permit seal | No change |
| Occupancy permit - residential | No change |
| Occupancy permit - commercial/industrial | No change |
| Energy inspection - new one & two family dwellings | No change |
| Decks | No change |
| Swimming pools | No change |
| Storage shed up to 200 sq. ft. | No change |
| Storage sheds 200-400 sq. ft. | No change |
| Signs, Banners | No change |
| Satellite dish | No change |
| Roofing, residing & trim - residential | No change |
| Roofing, residing & trim - commercial | No change |
| Erosion control - one & two family dwellings | No change |
| Erosion control - multi-family units, commercial and industrial | No change |
| Certificate of compliance inspection | No change |
| Failure to call for required inspections | No change |
| Work not complete at time of scheduled inspection | No change |

Performance Deposits will be refunded upon satisfactory completion of construction and issuance of Occupancy Certificate.

Performance Deposits will be forfeited only after the permit holder/property owner has been notified via Certified Mail.

Forfeitures of Performance Deposits may be contested before the Brown Deer Board of Appeals.

Occupancy completion performance deposit - residential - new No change

Occupancy completion performance deposit - residential - major alterations/additions No change

Occupancy completion performance deposit - commercial - new No change

Occupancy completion performance deposit - commercial - major alterations/additions No change

Note: Double Fees: Upon failure to obtain a permit before work on a building has started, except in emergency cases, the total fee shall be charged for subsequent offenses.

Note: Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished bas

Note: In determining costs, all construction shall be included with the exception of H.V.A.C., electrical or plumbing permit.

Note: All fee categories shall be rounded up to next full dollar amount.

Note: Fees cannot be refunded once the permit has been issued.

| | |
|---|-----------|
| Zoning Appeal | No change |
| Variation or special exception | No change |
| Rezoning | No change |
| Conditional use permit | No change |
| Certified survey map | No change |
| Development agreement | No change |
| Zoning code amendment | No change |
| Plan, Agreement or Permit Modification Request | No change |
| Preliminary plat | No change |
| Final plat | No change |
| Conceptual plan review | No change |
| Planned development project plan | No change |
| Final site and operational plan | No change |
| Original Village Residential Building Expansion | No change |

Zoning compliance letter

No change

Note: The above fees are intended to cover the costs associated with public notification, postage, copies, document recording, and other process.

Note: Applicants agree to pay all expenses that the Village may incur by virtue of contracted plan review services including but not limited

Note: Fees cannot be refunded once a public hearing has been held or a permit has been issued.

| | |
|-----------------------------|-----------|
| Village maps - 34" x 44" | No change |
| Village maps - 22" x 34" | No change |
| Village maps - 17" x 22" | No change |
| Village maps - 11" x 17" | No change |
| Village maps - 8 1/2" x 11" | No change |
| Other maps/custom maps | No change |
| Right of way permits | No change |

| | | |
|---------------|---|------------|
| Police | Stormwater Maintenance Agreement Permit | No change |
| | Bicycle license | Free |
| New | Service charge for taking payments of other agencies warrants - Any Amount | \$25.00 |
| | Service charge for taking payments of other law enforcement agencies warrants - involving bail between \$1.00 to \$499.00 | Eliminated |
| | Service charge for taking payments of other law enforcement agencies warrants - involving bail between \$500.00 to \$999.00 | Eliminated |
| | Service charge for taking payment of other law enforcement agencies warrants - bail in excess of \$1,000.00 | Eliminated |
| | Photocopies - per page | No change |
| | Animal impound fee (per animal) | No change |
| | Per day vehicle storage | No change |
| | Fingerprint card (any number of cards for one person) | No change |
| | 8" x 8" or 8" x 10" photographs | Eliminated |

| | |
|--------------------------------|-------------|
| 5" x 5" or 5" x 7" photographs | Eliminated |
| 4" x 4" or 4" x 5" photographs | Eliminated |
| Color Photos (new for 2015) | \$1.00/page |
| Per CD | \$35.00 |
| Limited background check | Eliminated |
| Extensive background check | Eliminated |
| CIB Background Check | Eliminated |
| Notary fee per document | None |

Park and Recreation

| | |
|--|-----------|
| Fairy Chasm Park (Youth Athletic Groups) - seasonal use (five or more dates) per team - resident | \$100.00 |
| Fairy Chasm Park (Youth Athletic Groups) - occasional use (fewer than five dates) - resident | No change |
| Fairy Chasm Park (Youth Athletic Groups) - occasional use (fewer than five dates) - non-resident | No change |
| Fairy Chasm Park (Youth Athletic Groups) - clinics/special events - resident | No change |
| Fairy Chasm Park (Youth Athletic Groups) - clinics/special events - non-resident | No change |
| Fairy Chasm Park (Use of Play Space) - per day - resident | No change |
| Fairy Chasm Park (Use of Play Space) - per day - non-resident | No change |
| Park shelter permit - less than 50 - resident | \$63.36 |
| Park shelter permit - less than 50 - non-resident | \$89.76 |
| Park shelter permit - 51-75 - resident | \$95.04 |
| Park shelter permit - 51-75 - non-resident | \$134.64 |
| Park shelter permit - 76-100 - resident | \$126.72 |
| Park shelter permit - 76-100 - non-resident | \$179.52 |
| Park shelter permit - 101-125 - resident | \$158.40 |
| Park shelter permit - 101-125 - non-resident | \$224.40 |
| Park shelter permit - 126-150 - resident | \$190.08 |
| Park shelter permit - 126-150 - non-resident | \$269.28 |
| Park shelter permit - 151-200 - resident | \$253.44 |
| Park shelter permit - 151-200 - non-resident | \$359.04 |
| Park shelter permit - 201-250 - resident | \$316.18 |
| Park shelter permit - 201-250 - non-resident | \$448.80 |

| | |
|--|-----------|
| Pond admission - children 3 to 7 | No change |
| Pond admission - Brown Deer residents | \$3.00 |
| Pond admission - non-residents | \$5.00 |
| Pond admission - Seniors (55+) | \$2.00 |
| Pond membership - resident - individual | \$30.00 |
| Pond membership - resident - family | No change |
| Pond membership - resident - family plus | No change |
| Pond membership - non-resident - individual | \$40.00 |
| Pond membership - non-resident - family | No change |
| Pond membership - non-resident - family plus | No change |
| Community Center Permit - Less than 50 | \$132.00 |
| Community Center Permit - 51-75 | \$184.80 |
| Community Center Permit - 76-100 | \$237.60 |

Administration

| | |
|---|-----------|
| Dog/cat license - spayed or neutered | No change |
| Dog/cat license - not spayed or neutered | No change |
| Dog/cat late fee - spayed or neutered | No change |
| Dog/cat late fee - not spayed or neutered | No change |
| Alarm fee | No change |
| Open records per page | No change |
| State/village taxes late fee | No change |

| | |
|---|-----------|
| Non-sufficient funds | No change |
| Special assessment letters - 5 day period | No change |
| Special assessment letters - 3 day period | No change |

Managers Office

Clerk

| | |
|--|-----------|
| Class A fermented malt beverage | No change |
| Class A intoxicating liquor | No change |
| Class B fermented malt beverage | No change |
| Class B intoxicating liquor | No change |
| Retail "Class C" (barroom) | No change |
| Restaurants | No change |
| Wholesaler's fermented malt beverage (issued by Department of Revenue) | No change |
| Alcohol Beverages - Operator's License (2-years) | No change |
| Tavern Amusement Device | No change |
| Special Permits - Instrumental Entertainment | No change |

| | |
|--|-----------|
| Special Permits - Entertainment | No change |
| Instrumental Music | No change |
| Live Entertainment | No change |
| Soda Water | No change |
| Cigarette Dealers | No change |
| Peddlers, Canvassers, Solicitors, Transient and Seasonal Merchants | No change |

| | |
|-------------------------|-----------|
| Class B picnic license | No change |
| Non-profit organization | No change |

| | |
|---|-----------|
| Transient and Outdoor Entertainment | No change |
| Adult Oriented Business Regulations - License | No change |
| Adult Oriented Business Regulations - Permit | No change |
| Fill/Excavation Permit | No change |

| | |
|---------------------|-----------|
| Vicious Dog License | No change |
| Pet Shops | No change |
| Pet Grooming Shops | No change |

Public Works

| | |
|--|---------------------------|
| Small Mulch Delivery (3 yards) | No change |
| Large Mulch Delivery (5 yards) | No change |
| Contractor Mulch Purchase | No change |
| Recycling Services Fee | No change |
| Stormwater - Equivalent Run-off Unit (ERU) | \$9.92 per unit per month |
| Sanitary Sewer - Volumetric Charge | No change |
| Sanitary Sewer - Connection Charge | No change |
| Driveway Approach | No change |
| Culvert | No change |
| Curb Cut | No change |

| | |
|---|-----------|
| Fill Permit | No change |
| Mailbox Replacement (winter ops, purchase) | No change |
| Refuse Cart Service Plan | No change |
| Business at the residence | No change |
| CBRF | No change |
| School Use | No change |
| Daycare (not in home) | No change |
| Medical Need (Doctor's statement) | No change |
| Senior Center | No change |
| Church (not parsonage) | No change |
| Single Family Unit | No change |
| Single Family Unit (5+ children) proof required | No change |
| Weed Cutting | No change |
| Sign in ROW (ie - church location sign) | No change |

2014 Fee

2012 Fee

Village Board or otherwise ties a fee or charge to action of the Village (cept that if state law or charter ordinance requires that such a fee or ordinance.

| | |
|---|---|
| \$60.00 0.32/sq. ft. or fraction thereof | \$60.00 0.32/sq. ft. or fraction thereof |
| \$0.32/sq. ft or fraction thereof | \$0.32/sq. ft or fraction thereof |
| \$0.32/sq. ft or fraction thereof | \$0.32/sq. ft or fraction thereof |
| \$0.30/sq. ft. or fraction thereof | \$0.30/sq. ft. or fraction thereof |
| \$0.26/sq. ft. or fraction thereof | \$0.26/sq. ft. or fraction thereof |
| \$190.00 one & two family dwellings | \$190.00 one & two family dwellings |
| \$245.00 multi-family & commercial bldgs. \$0.26/sq. ft. or fraction thereof | \$245.00 multi-family & commercial bldgs. \$0.26/sq. ft. or fraction thereof |
| \$11.00 per \$1,000 valuation or fraction thereof | \$11.00 per \$1,000 valuation or fraction thereof |
| \$60.00 per unit, up to and including 150,000 input BTU units. Additional fee of \$16 each 50,000 BTU or fraction thereof \$750 maximum per unit. | \$60.00 per unit, up to and including 150,000 input BTU units. Additional fee of \$16 each 50,000 BTU or fraction thereof \$750 maximum per unit. |

| | |
|---|---|
| \$1.80 per 100 sq. ft. of area heated/cooled (\$50.00 minimum) | \$1.80 per 100 sq. ft. of area heated/cooled (\$50.00 minimum) |
| \$60.00 per unit up to and including 3-ton capacity. Additional fee of \$16 per ton over 3-tons. \$750 max per unit | \$60.00 per unit up to and including 3-ton capacity. Additional fee of \$16 per ton over 3-tons. \$750 max per unit |
| \$155.00 | \$155.00 |
| \$75.00 minimum plus \$0.10/sq. ft. or fraction thereof \$750 max per. Bldg. | \$75.00 minimum plus \$0.10/sq. ft. or fraction thereof \$750 max per. Bldg. |
| \$200.00 plus \$0.10/sq. ft. per bldg. | \$200.00 plus \$0.10/sq. ft. per bldg. |
| \$60.00 per inspection | \$60.00 per inspection |
| \$150.00 per inspection | \$150.00 per inspection |
| \$220.00 | \$220.00 |
| \$270.00 plus \$25.00 per unit | \$270.00 plus \$25.00 per unit |
| \$270.00 | \$270.00 |
| \$270.00 | \$270.00 |
| \$60.00 | \$75.00 |
| \$60.00 | \$60.00 |
| \$60.00 | \$60.00 |
| \$60.00 | \$60.00 |

| | |
|--|--|
| \$60.00 | \$60.00 |
| | |
| \$75.00 | State charge + \$25.00 |
| \$60.00 per unit, addition, alteration | \$60.00 per unit, addition, alteration or accessory bldg. over 144 sq. ft. |
| | |
| \$190.00 | \$190.00 |
| \$60.00 | \$60.00 |
| \$85.00 (includes plan review) | \$85.00 (includes plan review) |
| \$85.00 (includes plan review) | \$85.00 (includes plan review) |
| \$85.00 (includes plan review) | \$60.00 (includes plan review) |
| \$0.32 per sq. ft. plus \$60.00 plan review | \$1.00 per sq. ft. or \$60.00 min review |
| \$1.00 per sq. ft. or \$60.00 min | \$11.00 per \$1,000 valuation or fraction thereof |
| | |
| \$11.00 per \$1,000 valuation or fraction thereof | |
| \$60.00 | \$60.00 |
| \$11.00 per \$1,000 valuation or fraction thereof, \$250 maximum per building | \$11.00 per \$1,000 valuation or fraction thereof, \$250 maximum per building |
| \$180.00/lot | \$150.00/lot |
| \$180.00/building plus \$5/1,000 sq. ft. or distributed lot area with \$2,000 max. | \$180.00/building plus \$5/1,000 sq. ft. or distributed lot area with \$2,000 max. |
| \$150.00 | \$150.00 |
| \$100.00/inspection, 2nd offense - double fee, subsequent offenses - triple fee | \$100.00/inspection, 2nd offense - double fee, subsequent offenses - triple fee |
| \$100.00 | \$100.00 |

\$1,000.00 \$1,000.00

\$1,000.00 \$ amount of permit

\$1,000.00 \$1,000.00

\$1,000.00 \$1,000.00

ie double the regular charged for the first offense and triple the regular

ement or portions thereof are not included.

\$350.00 \$350.00

\$350.00 \$350.00

\$550.00 \$550.00

\$500.00 \$500.00

\$350.00 \$350.00

\$350.00 \$350.00

\$325.00 \$325.00

\$150.00 \$150.00

\$550.00 \$550.00

\$350.00 \$350.00

\$250.00 \$250.00

\$700.00 \$700.00

\$700.00 \$700.00

\$150.00 \$150.00

\$50.00 \$50.00
handling/filing charges that the Village may incur during the review

to; legal, surveying, and engineering costs and studies.

| | |
|--|---------------------------------------|
| \$10.00 | \$10.00 |
| \$8.00 | \$8.00 |
| \$5.00 | \$5.00 |
| \$2.00 | \$2.00 |
| \$2.00 | \$2.00 |
| \$46.00/hour minimum 1/2 hour | \$46.00/hour minimum 1/2 hour |
| \$100.00 per application; \$100.00 | \$275.00 + \$0.30 per lineal foot for |
| per excavation; includes 100 l.f. of | excavation or directional |
| trenching in Right of Way, plus | drilling/boring beyond the first 100 |
| \$0.30 per l.f. greater than 100 l.f.; | lineal feet |
| \$75.00 hour/inspection, min 1 hr | |
| \$500.00 | \$0.00 |
| \$5.00 | \$5.00 |
| \$0.00 | \$0.00 |
| \$25.00 | \$25.00 |
| \$40.00 | \$40.00 |
| \$60.00 | \$60.00 |
| \$0.25 | \$0.25 |
| \$35.00 | \$25.00 |
| \$35.00 | \$25.00 |
| \$25 and \$10 for each additional | \$25 and \$10 for each additional |
| card | card |
| \$7.50 + \$0.38 tax | \$7.50 + \$0.38 tax |

\$5.00 + \$0.25 tax
\$2.50 + \$0.13 tax

\$5.00 + \$0.25 tax
\$2.50 + \$0.13 tax

\$50.00
\$20.00
\$50.00
\$7.00

\$50.00
\$20.00
\$50.00
\$7.00

\$90.00

\$80.00

\$15.00

\$15.00

\$30.00

\$30.00

\$15.00

\$15.00

\$30.00

\$30.00

\$50.00

\$50.00

\$100.00

\$100.00

\$58.08

\$58.08

\$84.48

\$84.48

\$87.12

\$87.12

\$126.72

\$126.72

\$116.16

\$116.16

\$168.96

\$168.96

\$145.20

\$145.20

\$211.20

\$211.20

\$174.24

\$174.24

\$253.44

\$253.44

\$232.32

\$232.32

\$337.92

\$337.92

\$290.40

\$290.40

\$422.40

\$422.40

| | |
|-----------------------------------|-----------------------------------|
| \$2.00 | \$2.00 |
| \$2.50 | \$2.50 |
| \$4.50 | \$4.50 |
| \$1.75 | \$1.75 |
| \$45.00 | \$45.00 |
| \$75.00 | \$75.00 |
| \$90.00 | \$90.00 |
| \$60.00 | \$80.00 |
| \$100.00 | \$140.00 |
| \$115.00 | \$0.00 |
| \$105.60 | \$0.00 |
| \$158.40 | \$0.00 |
| \$211.12 | \$0.00 |
| | |
| \$12.00 | \$12.00 |
| \$24.00 | \$24.00 |
| \$6.00 | \$0.00 |
| \$12.00 | \$0.00 |
| \$30.00 | \$30.00 |
| \$0.25 | \$0.25 |
| 1-1/2% per month after January 31 | 1-1/2% per month after January 31 |
| | |
| \$20.00 | \$20.00 |
| \$25.00 | \$25.00 |
| \$35.00 | \$35.00 |
| | |
| \$100.00 | \$100.00 |
| \$500.00 | \$500.00 |
| \$100.00 | \$100.00 |
| \$500.00 | \$500.00 |
| \$100.00 | \$100.00 |
| Health Department | Health Department |
| \$25.00 | \$25.00 |
| | |
| \$70.00 | \$55.00 |
| \$200 plus a \$25 per device fee | \$200 plus a \$25 per device fee |
| \$15 per event | \$15 per event |

| | |
|--|--|
| \$25 per event | \$25 per event |
| \$50 annual | \$50 annual |
| \$500 annual | \$500 annual |
| \$15.00 | \$15.00 |
| \$50.00 | \$50.00 |
| \$200 with a \$20 limited background check for each employee | \$200 with a \$20 limited background check for each employee |
| \$50.00 | \$50.00 |
| No charge with a \$20 limited background check for each employee | No charge with a \$20 limited background check for each employee |
| \$25.00 | \$25.00 |
| \$500.00 | \$500.00 |
| \$100.00 | \$100.00 |
| \$10.00 for the first 500 cubic yards, plus \$5.00 per each additional 1000 cubic yards and shall be submitted with application. | \$10.00 for the first 500 cubic yards, plus \$5.00 per each additional 1000 cubic yards and shall be submitted with application. |
| \$250.00 | Did not exist |
| \$20.00 | \$20.00 |
| \$20.00 | \$20.00 |
| \$55.00 per load | \$55.00 per load |
| \$65.00 per load | \$65.00 per load |
| \$8.00 per cubic yard | \$0.00 |
| \$80.00 per year | \$80.00 per year |
| \$8.84 per unit per month | \$8.84 per unit per month |
| \$1.60 per 1,000 gallons | \$1.39 per 1,000 gallons |
| \$14.35 per quarter | \$12.50 per quarter |
| \$35.00 | \$35.00 |
| \$40.00 plus installation cost | \$40.00 plus installation cost |
| \$50.00 | \$50.00 |

| | |
|--|--|
| \$10.00 for the first 500 cubic yards, plus \$5.00 per each additional 1000 cubic yards and shall be submitted with application. | \$10.00 for the first 500 cubic yards, plus \$5.00 per each additional 1000 cubic yards and shall be submitted with application. |
|--|--|

| | |
|---|--|
| \$100.00 per unit installed per Year, no refund | \$85.00 per unit installed per Year, no refund |
| \$200.00 | \$200.00 |
| \$200.00 | \$200.00 |
| \$200.00 | \$200.00 |
| \$200.00 | \$200.00 |
| No charge | No charge |
| No charge | No charge |
| \$174.00 | \$174.00 |
| \$174.00 | \$174.00 |
| No Charge | No Charge |
| Cost of cut plus additional 15% admin charge | \$ 18.00 plus cost of cut |
| \$40.00 plus installation cost | \$40.00 plus installation cost |

Resolution Pertaining to Retention and
Destruction of Municipal Records

Resolution No. 14-_____

1. **WHEREAS**, the Village Board has determined that it is in the public interest, and conducive to compliance with state laws pertaining to municipal records, to adopt a Municipal Records Retention Schedule, and
2. **WHEREAS**, the Village Board has adopted Sec. 2-427 of the Brown Deer Village Code governing the destruction of public records, and
3. **WHEREAS**, under state law the State Historical Society is required to be given notice of the destruction of public records, and
4. **WHEREAS**, the State Historical Society can provide waivers of such requirement if provided adequate notice of a Municipal Records Retention Policy,

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown hereby adopts the following Municipal Records Retention Schedule:

Municipal Records Retention Schedule

| Records Series | Retention | Authority | Notification |
|---|-------------------------------------|------------------|---------------------|
| General Schedules typically found throughout the municipality | | | |
| Accounts Payable - purchasing invoices / vouchers / detail listing / vendor listing | CR + 7 | | Waived |
| Accounts Receivable - invoices | CR + 3 | | Waived |
| Agendas | CR + 1 | | Waived |
| Agreement, maintenance | Life of Project | | Waived |
| Annual Report | CR + 3 | | Waived |
| Bank Deposits | CR + 7 | | Waived |
| Bank Statements / Reconciliations | CR + 7 | | Waived |
| Bids & Proposals, successful | EVT + 7: EVT = Contract expiration | | Waived |
| Bids & Proposals, unsuccessful | EVT + 1: EVT = Audit | | Waived |
| Correspondence, general | CR + 3 | | Waived |
| Material Safety Data Sheets | EVT + 30: EVT = Last use of product | s. 101.583(1)(a) | Waived |
| Minutes, commissions and boards | CR + 3 | | Notify |
| Minutes, committee / meeting | CR + 3 | | Notify |
| Ordinances and Resolutions | EVT: EVT = Superseded | | Waived |
| Ordinances and Resolutions, approved | EVT: EVT = Superseded | | Notify |
| Ordinances and Resolutions, drafts | EVT: EVT = Superseded | | Waived |

CR: Date Created EVT: Date of Event

| Records Series | Retention | Authority | Notification |
|---|--|--------------------|---------------------|
| Organizational Charts | EVT: EVT = Superseded | | Waived |
| Payment Vouchers | EVT: EVT = Superseded | | Waived |
| Payroll Worksheets | CR + 3 | | Waived |
| Personnel, applications / interviews | CR + 1 | | Waived |
| Personnel, expenses | EVT: EVT = Superseded | | Waived |
| Personnel, files | EVT + 7: EVT = Terminated | | Waived |
| Personnel, grievances | EVT + 7: EVT = Case closed | | Waived |
| Personnel, job descriptions | EVT: EVT = Superseded | | Waived |
| Personnel, performance tracking (evaluations) | EVT + 7: EVT = Terminated | | Waived |
| Personnel, time sheets | CR + 2 | | Waived |
| Policy & Procedures Manual | EVT: EVT = Superseded | | Waived |
| Purchase Orders | EVT: EVT = Superseded | | Waived |
| Receipts, cash (received & issued) | CR + 4; or Until audited, whichever is earlier | s. 59.52(4)(a)(12) | Waived |
| Receipts, general | CR + 1 | | Waived |
| Receipts, office supplies | CR + 1 | | Waived |
| Service Receipts | CR + 2 | | Waived |
| Specifications, working papers | EVT: EVT = Superseded | | Waived |
| Studies - drafts | EVT + 8: EVT = Final draft is | | Waived |
| Studies - final draft | CR + 7 | | Notify |
| Subject Files | CR + 3 | | Waived |
| Training Class Notes | EVT: EVT = Superseded | | Waived |
| Attorney | | | |
| Circuit Court Files | CR + 7 | | Waived |
| Claims | EVT + 7: EVT = Case closed | | Waived |
| Contract Reviews, recommendation memos | CR + 20 | s. | Waived |
| Court Cases | CR + 20 | s. | Waived |
| Court of Appeals Files | CR + 20 | s. | Waived |
| Lawsuits | Permanent | | Waived |
| Opinion Memos | CR + 7 | | Waived |
| Police Report, working copies | CR + 7 | | Waived |
| Pre-Trial Notice, working papers | CR + 7 | | Waived |
| Stipulations, working copies | CR + 20 | s. | Waived |
| Subpoenas, working copies | CR + 7 | | Waived |
| Trial Notices, working copies | EVT: EVT = Superseded | | Waived |
| Wisconsin Supreme Court Files | CR + 20 | S. | Waived |
| | | | |

| Records Series | Retention | Authority | Notification |
|--|-----------------------------|---------------------------|---------------------|
| Cemetery | | | |
| A Certificate Stubs, upkeep on graves | Permanent | | Waived |
| B Certificates Stubs, gravesite add-ons | Permanent | | Waived |
| Building Records, financial | Permanent | | Waived |
| Burial Log | Permanent | | Waived |
| Burial Permits | Permanent | s. | Waived |
| Deeds, copies, burial | Permanent | | Waived |
| Deposits to Treasurer's Office, working copies | CR + 1 | | Waived |
| Disinterment, reburial notifications | EVT + 9: EVT = Notification | s. 157.112(3m) | Waived |
| Installment Payment Cards | EVT + 2: EVT = Payout | | Waived |
| Interment Cards | Permanent | | Waived |
| Interment Orders | Permanent | | Waived |
| Invoices, accounts payable, working copies | CR + 1 | | Waived |
| Lot Owner Cards, burial site filled / occupied | Permanent | | Waived |
| Lot Owner Cards, pending | EVT: EVT = Owner's Death | | Waived |
| Mausoleum Inscription Forms | Permanent | | Waived |
| Memorial Permits, final inscription forms | Permanent | | Waived |
| Memorial Permits, pending | EVT: EVT = Superseded | | Waived |
| Perpetual Care Log | Permanent | | Waived |
| Plat Sheets, burial spaces and mausoleums | Permanent | | Waived |
| Pre-Need Fund Records | EVT: EVT = Superseded | | Waived |
| Pre-Need Purchase Cards | Permanent | | Waived |
| Real Estate Book, disposition and related receipts | Permanent | | Waived |
| Receipts, accessories | Permanent | | Waived |
| Receipts, grave sales | Permanent | | Waived |
| Receipts, interment | Permanent | | Waived |
| Section Files | Permanent | | Waived |
| Statement of Accounts, annual | Permanent | | Waived |
| Tapes, audio, commission meetings | CR + 3 months | | Waived |
| Time Cards, working copies | CR + 1 | | Waived |
| Common Council / Village Board / Town Board | | | |
| Administration | | | |
| Affidavits of Publication | CR + 3 | | Waived |
| Affidavits of Publication for Ordinances | Permanent | s. 61.50(1), 125.04(3)(g) | Waived |
| Audio Tapes | CR + 1 | s. 19.21(7) | Waived |
| Correspondence, council, clerk | CR + 7 | | Waived |
| Correspondence, non-council, clerk | CR + 3 | | Waived |
| Council Records File and Indexes | CR 7 | | Waived |
| Insurance Policies | Permanent | | Waived |
| Minute Book | Permanent | | Notify |
| Municipal Code Book, amendment working copies | CR + 3 | | Waived |
| Municipal Code Book, amendments | Permanent | | Waived |
| Ordinance Book | Permanent | | Notify |
| Petitions and Complaints, annexations and rezoning | Permanent | | Notify |
| Petitions and Complaints, General | CR + 7 | | Waived |

| Records Series | Retention | Authority | Notification |
|--|---|------------------|---------------------|
| Fidelity Bonds | | | |
| Fidelity Bond | EVT + 5: EVT = Bond Expiration | | Waived |
| Fidelity Bond Book | EVT + 5: EVT = Last bond entered | | Waived |
| Oath of Office | EVT + 5: EVT7= Term of service had ended | | Waived |
| Legal Opinions | | | |
| Legal Opinions | Permanent | s. 62.09(12)(c) | Notify |
| Licenses and Permits | | | |
| Applications, cat and dog | CR + 1 | | Waived |
| Applications, establishments, accepted and rejected | CR + 4 | | Waived |
| Applications, general, accepted and rejected | CR + 3 | s. 66.055 | Waived |
| Applications, liquor and beer, accepted and rejected | CR + 4 | s. 66.055 | Waived |
| Applications, occupational, accepted and rejected | CR + 4 | s. 125.4(1)(3) | Waived |
| Bartender Certifications | EVT + 4: EVT = Expiration of | | Waived |
| Business Licensing, bartender, expired | EVT + 4: EVT = Expiration of | | Waived |
| Business Licensing, other | CR + 4 | | Waived |
| License Stubs, general | CR + 3 | s. 66.055 | Waived |
| License Stubs, liquor and beer | CR + 4 | s. 66.055 | Waived |
| Monthly Report of Dog Licenses to County Clerk | CR + 3 | s. 60.755(6) | Waived |
| Municipal Borrowing | | | |
| Bond Payment Register | EVT + 7: EVT = Expiration or payment of all outstanding matured bonds / notes / coupons, whichever is later | | Waived |
| Bond Procedure Record | EVT + 7: EVT = Expiration | | Waived |
| Bond Register | EVT + 7: EVT = Expiration | | Waived |
| Cancelled Bonds, Coupons, and Promissory Notes | EVT: EVT = Audited | | Waived |
| Certificates of Destruction | EVT + 7: EVT = Expiration or payment of all outstanding matured bonds / notes / coupons, whichever is later | | Waived |
| Coupons and Bonds | EVT + 3: EVT = Maturity | | Waived |
| Real Property Titles | | | |
| Abstracts and Certificates of Title | Permanent | | Waived |
| Deeds | Permanent | | Waived |
| Easements | Permanent | | Waived |

| Records Series | Retention | Authority | Notification |
|--|--|------------------|---------------------|
| Leases | EVT + 7: EVT = Termination of lease | | Waived |
| Opinions of Title | Permanent | | Waived |
| Plats | Permanent | | Waived |
| Title Insurance Policies | Permanent | | Waived |
| Vacation or Alteration of Lease | Permanent | | Waived |
| Court | | | |
| Arraignment Calendars | CR + 7 | | Waived |
| Audio Tape Recordings of Trials or Juvenile Matters | EVT: EVT = Expiration of appeal timeframe | | Waived |
| Civil Court Dockets | EVT + 5: EVT = Final judgment | | Waived |
| Civil Court Dockets, juvenile offenders | EVT + 5: EVT = Minor turns 18 years of age | | Waived |
| Civil Court Dockets, suspensions of driving privileges | EVT + 5: EVT = Restoration of license | | Waived |
| Court Calendars | CR + 6 months | | Waived |
| Electronic Recordings of Court Proceedings, appealed decisions | EVT + 7: EVT = Appeal process complete | | Waived |
| Financial Report, monthly | CR + 3 | | Waived |
| Municipal Court Case Files | EVT + 6: EVT = Final Judgment | SCR 72.01, 7204. | Waived |
| Municipal Court Case Files, city attorney case files | EVT + 6: EVT = Final Judgment | | Waived |
| Municipal Court Correspondence | CR + 7 | | Waived |
| Municipal Court Judgment Docket, record of all money judgments | EVT + 20: EVT = Final docket entry listed | SCR 72.01 | Waived |
| Municipal Court Minutes Records | EVT + 6: EVT = Final Judgment | SCR 72.01 | Waived |
| Municipal Court Record | EVT + 5: EVT = Final Judgment | | Waived |
| Statistical Reports | CR + 3 | | Waived |
| Warrant and Commitment Listings | CR + 7 | | Waived |
| Elections | | | |
| Campaign | | | |
| Election Campaign Financial Reports, EB - 2 | CR + 6 | s. 7.23(1)(d) | Waived |
| Election Campaign Registration Statements, EB - 1 | CR + 6 | s. 7.23(1)(d) | Waived |
| Election Records and Supplies | | | Waived |
| Applications for Absentee Ballots, EB - 175, federal | EVT + 22 months: EVT = Election | s. 7.23(1)(g) | Waived |
| Applications for Absentee Ballots, EB - 175, non-federal | EVT + 3 months: EVT = Election | s. 7.23(1)(f) | Waived |
| Ballots, federal | EVT + 22 months: EVT = Election | s. 7.23(f) | Waived |
| Ballots, state, county, and local | EVT + 1 month: EVT = election | s. 7.23(h) | Waived |
| Contents of Blank Ballot Box, unused ballots and materials | EVT + 3 Days: EVT = Canvass is | s. 7.23(a) | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Detachable Recording Units on Electronic Voting Equipment | Reactivate 14 days after primary or 60 days after a general election | s. 7.23(g) | N/A |
| Election Notices in Cities and Villages | EVT + 3 months: EVT = Election | s. 7.23(1)(g) | Waived |
| Election Notices in Towns | EVT + 1: EVT = election or, if contested, settlement | s. 60.756(8) | Waived |
| Inspectors Statement of Defective and Challenged Ballots, EB-104 | EVT + 3 months: EVT = Election | s. 7.23(1)(g) | Waived |
| Paper Ballots | EVT + 3 months: EVT = Election | | Waived |
| Proofs of Publication and Correspondence Relative to Publication, federal | EVT + 22 months: EVT = Election | s. 7.23(f) | Waived |
| Proofs of Publication and Correspondence Relative to Publication, non-federal | EVT + 1: EVT = election or, if contested, settlement | s. 7.23(j) | Waived |
| Sample Ballots, reference | Permanent | | N/A |
| Statement of the Municipal Board of Canvassers | Permanent | | Waived |
| Tally Sheets | EVT + 3 months: EVT = Election | s. 7.23(1)(g) | Waived |
| Voting Machine Recorders | Reactivate 14 days after primary or 60 days after a general election | | N/A |
| Nominations | | | |
| Certificate Listing Candidates Nominated by Caucus | EVT + 3 months: EVT = Election | | Waived |
| Nomination Papers, EB-160 | EVT + 3 months: EVT = Election | s. 7.23(1)(g) | Waived |
| Voter Registration | | | Waived |
| Active Registration Cards, EB-178 and 179 | EVT: EVT = Currently active | | Waived |
| Cancelled Registration Cards | EVT + 4: EVT = Cancellation | s. 7.23(1)(c) | Waived |
| Oaths, poll workers | EVT + 5: EVT = End of 2 year term | | Waived |
| Poll Lists, federal | EVT + 22 months: EVT = Election | s. 7.23(1)(f) | Waived |
| Poll Lists, non-federal | EVT + 3 Months: EVT = First election, spring or general, succeeding the election in which the list was used and destroyed | s. 7.23(1)(e) | Waived |

| Records Series | Retention | Authority | Notification |
|--|---|----------------------|---------------------|
| Registry List | EVT + 3 Months: EVT = First election, spring or general, succeeding the election in which the list was used and destroyed | s. 7.23(1)(e) | Waived |
| Voter Certifications | EVT + 3 | | Waived |
| Voter Serial Number Slips | EVT + 3 Days: EVT = Canvass is complete | s. 7.23(a) | Waived |
| Employee (non-payroll) | | | |
| Employee Retirement | | | |
| Active Member Case Files, electronic | Permanent | | Waived |
| Active Member Case Files, paper | EVT + 3 months: EVT = Imaged | | Waived |
| Annual Actuary Report, trial runs | CR + 2 | | Waived |
| Deferred Member Case Files, electronic | Permanent | | Waived |
| Deferred Member Case Files, paper | EVT + 3 months: EVT = Imaged | | Waived |
| Medical Records, electronic | Permanent | | Waived |
| Medical Records, original | EVT + 3 months: EVT = Imaged | | Waived |
| Retired Member Case Files, electronic | Permanent | | Waived |
| Retired Member Case Files, paper | EVT + 3 months: EVT = Imaged | | Waived |
| Equal Opportunity Enterprises Program (EOEP) | | | |
| Daily Field Monitoring Report | CY + 4 | | Waived |
| Disadvantaged Business Enterprises (DBE) Correspondence File | CY + 5 | | Waived |
| EOEP / Denied Bond File | EVT + 5: EVT = Denial | | Waived |
| Form A-DBE Participation Form | CY + 4 | | Waived |
| Human Resources | | | |
| Applicant Flow Log | CV + 1 | | Waived |
| Bidding Files, vendor | EVT + 6: EVT = Contract awarded | | Waived |
| Contract Negotiations, labor unions | Permanent | | N/A |
| Employee Files, active | EVT + 6: EVT = Termination | | Waived |
| Employee Files, retired | EVT + 6: EVT = End of benefits | | Waived |
| Employee Medical Files, adverse impact | EVT + 2: EVT = Settlement or resolution | | Waived |
| Employee Medical Files, exposed to hazardous materials | EVT + 30: EVT = Termination | | Waived |
| Employee Medical Files, general | CY + 2 | | Waived |
| FMLA Records | CY + 2 | 29 CFR 825.500(0)(4) | Waived |
| Grievances | Permanent | | N/A |
| Human Resources Policies | EVT: EVT = Superseded | | Waived |
| I-9's | EVT + 1: EVT = Termination | | Waived |

| Records Series | Retention | Authority | Notification |
|---|--|---------------------------|---------------------|
| Job Applications, non-hires | EVT + 1: EVT = Application submittal | 29 CFR 1627(3)(b)(3)(I) | Waived |
| Job Descriptions | EVT + 3: EVT = Superseded | | Waived |
| Job Postings and Advertisements | EVT + 1: EVT = Posting | 29 CFR 1627.3 (b)(1)(iii) | Waived |
| Performance Evaluations | CY + 4 | | Waived |
| Personnel Records | EVT + 7: EVT = Termination | | Waived |
| Special Projects | EVT: EVT = Project complete | | Waived |
| Time Sheets | CY + 2 | | Waived |
| W2's | CY + 6 | | Waived |
| Worker's Compensation | | | Waived |
| Certified Medical Records | EVT: EVT = Case Closed | | Waived |
| Injury & Illness Record, OSHA-100, 102 & CA-49 | CY + 6 | | Waived |
| Worker's Compensation Claims | EVT + 30: EVT = Termination | s. 102,17(4) | Waived |
| Worker's Compensation Industrial Claims | EVT + 30: EVT = Case closed | | Waived |
| Worker's Compensation Medical Bills, outsourced | EVT + 7: EVT = Vendor contract termination | | Waived |
| Engineering | | | |
| Building Permits and Inspection | | | |
| Applications and permits | Permanent | | Waived |
| Building Plans, commercial and industrial | EVT + 1: EVT = Building complete | | N/A |
| Building Plans, residential | EVT: EVT = Occupancy | | Waived |
| Certificates of Occupancy | Permanent | | Waived |
| City Attorney's Case File, copy | EVT + 1: EVT = Case closed | | Waived |
| Code Compliance Inspection Reports | Permanent | | Waived |
| Deposit Slips | CY + 2 | | Waived |
| Deposit Slips, working copies | CY + 2 | | Waived |
| Energy Calculation Worksheets | CR + 3 | | Waived |
| Inspection Address File | Permanent | | Waived |
| Inspection Scheduling Slips | Permanent | | N/A |
| Inspections, rooming houses | Permanent | | N/A |
| Licenses, contractor, heating and electrical | EVT: EVT = Superseded | | Waived |
| Licenses, renewal slips | CY + 6 | | Waived |
| Permit Cards, building permits | Permanent | | Waived |
| Permit Fee Receipts | EVT + 7: EVT = Audited | | Waived |
| Permit Ledger | CR + 7 | | Waived |
| Permits, signs | EVT: EVT = Life of Sign | | Waived |
| Property Files | Permanent | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---------------------------------|------------------|---------------------|
| Quarter Section Maps, copies | EVI: EVT = Superseded | | Waived |
| State Approved Commercial Building Plans | CR + 4 | | Notify |
| Structure Plans for Municipal Buildings and Bridges | EVT: EVT = Life of Structure | | Notify |
| Working papers of the Building Board of Appeals | Permanent | | Waived |
| Working papers of the Plan Commission | Permanent | | Notify |
| Working papers of the Zoning Board of Appeals | Permanent | | Waived |
| Engineering Services | | | |
| Aerial Photographs | EVT: EVT = Superseded | | Waived |
| Annexation Plats | Permanent | | Waived |
| Annexation, ordinances and maps, working copies | EVT: EVT = Superseded | | Notify |
| Assessment Ledger's | Permanent | | N/A |
| Assessor's Plats | Permanent | | Waived |
| Benchmark Books | Permanent | | Waived |
| Certified Survey Maps, originals | Permanent | | Waived |
| Certified Survey Maps, unapproved, working copies | EVT: EVT = Approval | | Notify |
| City Directories | Permanent | | N/A |
| City Maps | Permanent | | Waived |
| Design Manual and Guides | CR + 7 | | Waived |
| Excavation Plans of Private Utilities | Permanent | | Waived |
| Field Notes | Permanent | | Waived |
| Final Subdivision Plats | Permanent | | Waived |
| Fuel and Oil Consumption Reports | CR + 2 | | Notify |
| Index to Maps | Permanent | | Waived |
| Plats, original | Permanent | | Waived |
| Preliminary Subdivision Plats | EVT: EVT = Final plat generated | | Waived |
| Profile and Grade Books | Permanent | | Waived |
| Section Corner Monument Logs | Permanent | | Waived |
| Vacation or alteration of plat originals | Permanent | | Waived |
| Water, Storm, and Sewer Main Maps | Permanent | | Waived |
| Planning | | | |
| Aerial Maps, quarter section | Permanent | | Waived |
| Capital Improvement Projects (CIP) Files | CR + 6 | | Waived |
| Census Data | CR + 10 | | Waived |
| Community Development Block Grant Files | EVT + 2: EVT = Life of Grant | | Waived |
| Comprehensive Master Plan | Permanent | | Waived |
| Conditional Use Grants | Permanent | | Waived |
| Extraterritorial Files | Permanent | | Waived |
| Housing Rehabilitation Program Files | EVT + 6: EVT = Loan payoff | | Waived |
| Landmark Files | Permanent | | Waived |
| Neighborhood Plans | CR + 7 | | Waived |
| Plan Commission Files | Permanent | | Waived |
| Project Files, non-CIP | EVT + 2: EVT = Life of Project | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Renderings and Site Plans | Permanent | | Waived |
| Rental Rehabilitation Files | EVT + 6: EVT = Life of project | | Waived |
| Slides | Permanent | | Waived |
| Zoning Appeals Files | Permanent | | Waived |
| Finance | | | |
| Accounting | | | |
| Accounts Payable | *** | | Waived |
| Purchase Invoices | EVT + 7: EVT = Audited | | Waived |
| Vouchers | EVT + 7: EVT = Audited | | Waived |
| Accounts Receivable | *** | | Waived |
| Collection Blotters | EVT + 1: EVT = Audited | | Waived |
| Banking | | | |
| Bank Credit / Debit Tickets | EVT + 1: EVT = Audited | | Waived |
| Cancelled Order Checks | FIS + 7 | | Waived |
| Cashbook | CR + 15 | | Waived |
| Check Register | FIS + 7 | | Waived |
| Daily Cash Drawer Reconciliations | EVT + 1: EVT = Audited | | Waived |
| Duplicate Deposit Tickets | EVT + 1: EVT = Audited | | Waived |
| Investment | FIS + 7 | | Waived |
| Lists of Outstanding Checks | CR + 7 | | Waived |
| Books of Original Entry | | | |
| Appropriation Journal | CR + 15 | | Waived |
| Appropriation Journal Voucher | CR + 15 | | Waived |
| General Journal | CR + 15 | | Waived |
| Journal Voucher | CR + 15 | | Waived |
| Receipt Journal | CR + 15 | | Waived |
| Voucher / Order Register | CR + 15 | | Waived |
| Budgets and Audits | | | |
| Audit Files, back-up | CY + 3 | s. 77.59(3) | Notify |
| Audit Reports | Permanent | | Notify |
| Budget Worksheets | FIS + 3 | | Waived |
| Expenditure Exception Report | CR + 1 | | Notify |
| Final Budget | Permanent | | N/A |
| Minutes of the Board of Estimates | Permanent | | Notify |
| Payroll | | | Waived |
| Annual Report of Federal Income Tax Withheld, W-3 | CR + 5 | | Waived |
| Cancelled Payroll Checks | EVT + 5: EVT = Audited | | Waived |
| Change in Employee Status, ET-WR-40 | CR + 5 | | Waived |
| Employee Earnings Records | CR + 5 | | Waived |
| Employee Enrollment and Waiver Cards | EVT + 2: EVT = Superseded or Terminated | | Waived |
| Employee's Wisconsin Withholding Allowance Certificates, WI W-4 | EVT + 5: EVT = Superseded | | Waived |

| Records Series | Retention | Authority | Notification |
|--|--|------------------|---------------------|
| Employee's Withholding Allowance Certificates, IRS W-4 | EVT + 5: EVT = Superseded | | Waived |
| Employer's Annual Reconciliation of Wisconsin Income Tax Withheld from Wages, WT-7 | EVT + 5: EVT = Audited | | Waived |
| Federal Deposit Tax Stubs, 501 | EVT + 5: EVT = Audited | | Waived |
| Monthly Memorandum Report, ET-WR-35 | EVT + 5: EVT = Audited | | Waived |
| Payroll Check Register | EVT + 5: EVT = Audited | | Waived |
| Payroll Distribution Record | EVT + 5: EVT = Audited | | Waived |
| Payroll Voucher | EVT + 5: EVT = Audited | | Waived |
| Premium Due Notices | EVT + 5: EVT = Audited | | Waived |
| Quarterly Report of Federal Income Tax Withheld, 941E | EVT + 5: EVT = Audited | | Waived |
| Quarterly Report, Payroll Summary, ET-WR-19 and 20 | EVT + 5: EVT = Audited | | Waived |
| Report of Wisconsin Income Tax Withheld, WT-6 | EVT + 5: EVT = Audited | | Waived |
| State's Quarterly Report of Wages Paid, HEW OAR-S3 | EVT + 5: EVT = Audited | | Waived |
| Wage and Tax Statements, WT-9 | EVT + 5: EVT = Audited | | Waived |
| Wage and Tax Statements, W-Z | EVT + 5: EVT = Audited | | Waived |
| Posted Ledger | | | |
| General Ledger | CR + 15 | | Notify |
| Financial Reports | CR + 6 | | Notify |
| Trial Balance | EVT: EVT = Audited | | Waived |
| Purchasing | | | |
| Inventory of Property | EVT: EVT = Superseded | | Waived |
| Purchase Requisitions | EVT + 1: EVT = Audited | | Waived |
| Receiving Report | CR + 7 | | Waived |
| Fire Department | | | |
| Administration | | | |
| Ambulance Reports | EVT + 6: EVT = Pending Litigation or Audit | | Notify |
| Budget Books, working copies | EVT: EVT = Superseded | | Notify |
| Budget Work papers | CY + 2 | | Notify |
| Capital Improvement Project (CIP) Files | EVT + 2: EVT = Life of Project | | Notify |
| Daily Log Books | CY + 6 | | Notify |
| Fire and Ambulance Reports | CY + 6 | | Notify |

| Records Series | Retention | Authority | Notification |
|---|---|------------------------------------|---------------------|
| Firefighter Applications, not hired, working copies | EVT + 2: EVT = Employment Decision Made | | Notify |
| Invoices, ambulance, working copies | EVT + 1: EVT = Payoff | | Notify |
| Orders and Memos | CR + 7 | | Waived |
| Payroll Change Report | CY + 2 | | Waived |
| Personnel Files, active, working copies | EVT + 3: EVT = Termination | | Notify |
| Personnel Files, medical, working copies | EVT + 30: EVT = Termination | | Notify |
| Personnel Files, separations and retirees, working copies | EVT + 3: EVT = Termination | | Notify |
| Press Notices for Fire Commission Meeting | Permanent | | N/A |
| Project Files, non-CP | EVT + 2: EVT = Life of Project | | Notify |
| Time Cards, working copies | CY + 2 | | Notify |
| Work Schedules | CY + 2 | | Notify |
| Prevention Bureau | | | |
| Fire Inspection, Daily Records | CY + 2 | | Waived |
| Fire Inspection, fees, working copies | CY + 2 | | Waived |
| Fire Inspection, tax key | CY + 2 | | Waived |
| Fire Inspections, address files | Permanent | s. 101.14(2)(c)(1) | N/A |
| Fire Investigation Reports | Permanent | s. 165.55(1), 165.55(8:165.55(15)) | N/A |
| Fire Prevention, inactive properties | Permanent | | N/A |
| Fire Prevention, juvenile education files | EVT: EVT = Superseded | | Waived |
| Fire Prevention, juvenile fire education referrals | Permanent | s. 165.55(15), 938.396(2)(j) | N/A |
| Fire Prevention, tank permit inspections | Permanent | | N/A |

| Information Systems | | | |
|--|---------------------------------|-----------|--------|
| Committee Minutes, audio tapes | CR + 3 months | | Notify |
| Computer Applications | EVT: EVT = Life of System | | Notify |
| Contracts and Agreements, consulting | EVT + 6: EVT = Life of Contract | s. 893.43 | Notify |
| Edits and Posts, tax, working copies | EVT: EVT = Superseded | | Notify |
| Edits and Posts, tax, working copies, external customers | EVT: EVT = Superseded | | Notify |
| Employee Assessment and Training Log | CR + 3 | | Notify |
| Inventory, hardware | EVT: EVT = Life of Application | | Notify |
| Inventory, software | EVT: EVT = Life of Application | | Notify |
| Invoices | CY | | Notify |
| Licensing Agreements, hardware | EVT: EVT = Life of Application | | Notify |
| Licensing Agreements, software | EVT: EVT = Life of Application | | Notify |

| Records Series | Retention | Authority | Notification |
|--|----------------------------------|------------------|---------------------|
| Magnetic Media, mid-range computer | EVT: EVT = Life of System | | Notify |
| Magnetic Reel Tapes, mainframe | EVT: EVT = Life of System | | Notify |
| Project Files | EVT + 2: EVT = Life of Project | | Notify |
| Project Logs | EVT + 1: EVT = Life of Project | | Notify |
| Project Logs, department copies | EVT: EVT = Superseded | | Notify |
| Report, computer paper inventory | CY | | Notify |
| Report, jury summons wheel | CY | | Notify |
| Report, monthly time analysis, DP summary | CY + 1 | | Notify |
| Report, Transmitters, form 6559 | CY + 3 | | Notify |
| Requests for Proposals | EVT + 2: EVT = Life of Project | | Notify |
| Software, licenses | EVT: EVT = Life of System | | Notify |
| Software, manuals | EVT: EVT = Life of System | | Notify |
| Supplies Charge-Back Slips | CY | | Notify |
| System CPU Hardware Documentation | EVT: EVT = Life of Application | | Notify |
| System Documentation, cash collection | EVT + 2: EVT = Life of System | | Notify |
| System Documentation, voice mail | EVT + 2: EVT = Life of System | | Notify |
| Time Sheets | CR + 2 | | Notify |
| Mayor's Office | | | |
| Ad hoc Committee Correspondence | EVT + 1: EVT = Life of Committee | | Waived |
| Administrative Review Board | EVT + 6: EVT = Appeal | s. 68.10 - 68.12 | Waived |
| All records in their possession unless delegated in writing to Clerk - Treasurer | EVT + 7: EVT = End of Term | | Waived |
| Budget Files, working copies | CY + 2 | | Waived |
| Common Council files | EVT: EVT = Superseded | | Waived |
| Proposals, vendors, working copies | CY + 1 | | Waived |
| Standing Committee Files, working copies | EVT + 1: EVT = Life of Committee | | Waived |
| Police Department | | | |
| Accident Reports | EVT + 5: EVT = Case Closed | | Waived |
| Applications | CR + 1 | | Waived |
| Arrest Records | EVT + 6: EVT = Adjudication Date | | Waived |
| Bicycle Registrations | CR + 3 | | Waived |
| Block Parent Forms | CR + 3 | | Waived |
| Capital Improvement Project (CIP) Files | EVT + 2: EVT = Life of project | | Waived |
| Cash Register Documents | CY + 1 | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Citations, municipal ordinance | EVT + 6: EVT = Case Closed | | Waived |
| Citations, parking tickets | EVT + 3: EVT = Case Closed | | Waived |
| Citations, traffic | EVT + 3: EVT = Case Closed | | Waived |
| Complaints by Citizens | EVT + 5: EVT = Case Closed | | Waived |
| Daily Observation Reports | EVT + 5: EVT = Termination | | Waived |
| Daily Time and Attendance Printouts | CR + 2 | | Waived |
| Dangerous Driving Notification Form | CR + 1 | | Waived |
| Dispatch Records, computer-aided dispatch | CR + 5 | | Waived |
| Dispatch Tapes | CR + 3 months | | Waived |
| Employee Files, active | EVT + 5: EVT = Termination | | Waived |
| Employee Files, inactive | EVT + 6: EVT = Termination | | Waived |
| Employee Files, medical, working copies | EVT + 30: EVT = Termination | | Waived |
| Employment Advertisements | EVT + 1: EVT = Position filled | | Waived |
| Evidence Cards | EVT +10: EVT = Case Closed | | Waived |
| False Alarm Reports | EVT + 3: EVT = Case Closed | | Waived |
| Financial Reports, working copies | EVT: EVT = Superseded | | Waived |
| Fingerprint Cards | Permanent | | N/A |
| Incarceration Files | EVT + 5: EVT = Adjudication Date | | Waived |
| Incident Reports | EVT + 6: EVT = Case Closed | | Waived |
| Insurance Requests | EVT + 3: EVT = Adjudication Date | | Waived |
| Inventories, property | CR + 7 | | Waived |
| Inventory, police department | FIS + 4 | | Waived |
| Invoices | FIS + 4 | | Waived |
| Missing Persons Report, closed | EVT + 5: EVT = Case Closed | | Waived |
| Mugg Shots | EVT + 8: EVT = Case Closed | | Waived |
| Open Records Request | EVT + 3: EVT = Grant or denial of request | s. 19.31 - 19.37 | Waived |
| Orders and Memos | CY + 5 | | Waived |
| Pawn Shop Cards | CR + 4 | | Waived |
| Payroll Back-Up | FIS + 4 | | Waived |
| Payroll Change Report | CR + 5 | | Waived |
| Photographs | EVT + 6: EVT = Adjudication Date | | Waived |
| Press Notices for Police Commission Meeting | CR + 5 | | Waived |
| Project Files, non-CIP | EVT + 2: EVT = Life of project | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---------------------------------|-------------------|---------------------|
| Radar Logs | CR + 3 | | Waived |
| Receipts, municipal court | FIS + 4 | | Waived |
| Record Checks | EVT + 1: EVT = Date of Request | | Waived |
| Squad Car Video Recordings | CR + 120 Days | s. 893.90, 893.82 | Waived |
| Time Sheets, working copies | CR + 2 | | Waived |
| Training Records | CR + 3 | | Waived |
| Warrant Letters | EVT + 1: EVT = Warrant Closed | | Waived |
| Work Schedules | EVT + 1: EVT = Life of contract | | Waived |
| Public Health | | | |
| Environmental Health | | | |
| Sanitation and Consumer Protection | *** | | |
| Campgrounds and Camping Survey Reports | CR + 5 | | Waived |
| Hotels, Motels, Tourist Rooms, and Rooming Houses Survey Reports | CR + 5 | | Waived |
| Mobile Home Park Survey Reports | CR + 5 | | Waived |
| Nursing Home Survey Reports | CR + 5 | | Waived |
| Public Swimming Pool Reports | CR + 5 | | Waived |
| Recreational and Educational Camp Reports | CR + 5 | | Waived |
| Restaurant and Tavern Survey Reports | CR + 5 | | Waived |
| Retail and Wholesale Food Establishment Reports | CR + 5 | | Waived |
| Retail Dairy Case and Milk Products Report | CR + 5 | | Waived |
| Vending Machine Survey Reports | CR + 5 | | Waived |
| Applications For Licenses and Permits | . | | Waived |
| Food Handling and Sale Permits | CR + 3 | | Waived |
| Open Air Burning Permits | CR + 6 months | | Waived |
| Restaurant Licenses | CR + 3 | | Waived |
| Retail Dairy Products License | CR + 3 | | Waived |
| Septic Tank Permits | Permanent | | Waived |
| Weights and Measures | *** | | Waived |
| Complaints and Follow-up Reports | EVT + 5: EVT = Case Closed | | Waived |
| Field Test Report | CR + 3 | | Waived |
| Package Weighing Reports | CR + 3 | | Waived |
| Rabies Control | . | | Waived |
| Rabies Test Records, negative | EVT + 2: EVT = Date of Result | | Waived |
| Rabies Test Records, positive | EVT + 5: EVT = Date of Result | | Waived |
| Utility Disconnections | | | |
| Request to Declare a Medical Emergency | CR + 3 | | Waived |
| Utility Disconnections in Private Residence Investigation Reports | CR + 3 | | Waived |
| Health Administration | | | Waived |
| Administration and Management | *** | | Waived |
| Division Heads' Monthly Reports | CR + 2 | | Notify |
| Program Files | CR + 15 | | Waived |
| Public Health Nurses' and Environmentalists' Daily Reports | CR + 2 | | Waived |
| Reports to Other Agencies | *** | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Annual Immunization Checkpoint Law | CR + 5 | | Waived |
| Annual Summary of Patient Care for Tuberculosis | CR + 6 | | Waived |
| Community Health Agency Clinic and Special Program Report | EVT + 5: EVT = Audited | | Waived |
| Community Health Agency Nursing Visits to Individuals and Families | CR + 2 | | Waived |
| Expenditure Reports and Performance Reports From Agencies Receiving Maternal and Child Health Grants and Women, Infant, and Children (WIC) Grants | EVT + 5: EVT = Audited | | Waived |
| Home Health Agency Performance Report | EVT + 5: EVT = Audited | | Waived |
| Monthly Log of Gonorrhea Tests | EVT + 3: EVT = Audited | | Waived |
| New Cases of Tuberculosis | CR + 6 | | Waived |
| Nutrition Surveillance Coding Form | EVT + 5: EVT = Audited | | Waived |
| Public Health Service Venereal Disease Epidemiologic Report | CR + 5 | | Waived |
| Quarterly Dental Health Activity Report | CR + 5 | | Waived |
| Quarterly Report of Childhood Lead Poisoning Prevention Program. | EVT + 5: EVT = Audited | | Waived |
| Report of Tax Free Alcohol users to the Department of Treasury | EVT + 5: EVT = Audited | | Waived |
| Venereal Disease Weekly Report, VD-28 | CR + 5 | | Waived |
| Vital Statistics | *** | | |
| Certificate of Death | Permanent | | N/A |
| Certificate of Live Birth | Permanent | | N/A |
| Certificate of Marriage | Permanent | | N/A |
| Laboratory | | | |
| Clinical Laboratory Tests | *** | | |
| Alcohol Content in the Blood or Urine Test Results | EVT + 5: EVT = Investigation / Litigation, if applicable, is complete | | Waived |
| Pregnancy, hemocrit, urinalysis, streptococci, and microbial sensitivity test results, transferred to case file | CR + 6 | | Waived |
| Pregnancy, hemocrit, urinalysis, streptococci, and microbial sensitivity test results, not transferred to case file | CR + 2 | | Waived |
| Sexually Transmittable Disease Laboratory Tests | *** | | Waived |
| Gonorrhea Lab Test Specimen Report | CR + 1 | | Waived |
| Monthly Log of Gonorrhea Tests | CR + 3 | | Waived |
| Syphilis Serology Request | CR + 1 | | Waived |
| Water Quality Laboratory Tests | *** | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Chemical and Bacteriological analyses of Municipal Drinking Water Detail and Summary Report | EVT + 5: EVT = Analysis Complete -- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Deep Well and Landfill Well Water Analysis Detail and Summary Report | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Municipal Drinking Water Fluoride Analysis | EVT + 5: EVT = Analysis Complete -- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Public Bathing Beach Water Bacteriological Analysis | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Swimming Pool Water Bacteriological Analysis | EVT + 5: EVT = Analysis Complete -- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Water Quality Control Readings | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Air Quality Laboratory Tests | *** | | |

| Records Series | Retention | Authority | Notification |
|--|---|------------------|---------------------|
| Atmospheric Pollen Counts | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Daily and Monthly Dustfall Sample Readings | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Daily and Monthly Dustfall Sample Worksheets with Analysis | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Total Particulate Report | EVT + 5: EVT = Analysis Complete --- if analysis information has been transferred to a permanent test site location card, decrease retention to EVT + 1 | | Waived |
| Consumer Protection Laboratory Tests | | | |
| Food Test for Possible Poisoning | EVT + 7: EVT = Investigation complete | | Waived |
| Monthly Total of all Lab Test Results | CR + 3 | | Waived |
| Routine Food Tests for Quality Control | CR + 1 | | Waived |
| Swab Test Results of Restaurant Utensils | CR + 1 | | Waived |
| Personal Health | | | |
| Family Services | ** | | |
| Family Profiles | General Records: EVT +5 EVT = Case Closed; Immunization Records: CR + 10 | | Waived |
| Health Status Reports, data base | General Records: EVT +5: EVT = Case Closed; Immunization Records: CR + 10 | | Waived |
| Medical Care Strategy | General Records: EVT + 5: EVT = Case Closed; Immunization Records: CR + 10 | | Waived |

| Records Series | Retention | Authority | Notification |
|---|--|------------------|---------------------|
| Progress Reports | General Records: EVT + 5: EVT = Case Closed; Immunization Records: CR + 10 | | Waived |
| Maternal and Child Health Programs | *** | | |
| Dental Hygienists' Statistical Summaries | CR + 2 | | Waived |
| EPSDT Case Files | General Records: EVT + 5: EVT = Date of Last Activity; Immunization Records: CR + 10 | | Waived |
| Newborn Profiles and Nurses' Home Visit Reports | General Records: EVT + 5: EVT = Date of Last Activity; Immunization Records: CR + 10 | | Waived |
| School Age Child Screening Program Summary Logs | CR + 2 | | Waived |
| School Health Office Daily Log | CR + 2 | | Waived |
| Student Health Records | EVT + 1: EVT = Graduation date or date of last attendance | s. 118.125(3) | Waived |
| Well Child Clinical Screening Records | General Records: EVT + 5: EVT = Date of Last Activity; Immunization Records: CR + 10 | | Waived |
| Communicable Disease | *** | | |
| Immunization Records | CR + 10 | | Waived |
| Physician's Communicable Disease Reports | CR + 2 | | Waived |
| Sexually Transmittable Disease Files | EVT + 5: EVT = Final date of treatment | | Waived |
| Tuberculin Skin Test Record | EVT + 5: EVT = Analysis Complete --- if information has been transferred to a permanent case file, decrease retention to EVT + 2 | | Waived |
| Tuberculosis Case Files | EVT: EVT = Death | | Waived |
| Tuberculosis Chest Clinic Records | EVT: EVT = Death | | Waived |

| Public Works | | | |
|--|------------------------|--|--------|
| Administration | | | |
| House Number and Address Change File | Permanent | | N/A |
| Permits | CR + 3 | | Waived |
| Petitions for Street and Sewer Systems | CR + 2 | | Waived |
| Special Assessment Calculations | CR + 2 | | Waived |
| State Highway Aids Program Record | EVT + 7: EVT = Audited | | Waived |

| Records Series | Retention | Authority | Notification |
|--|----------------------------------|------------------|---------------------|
| Street Vacations and Dedications, copies | EVT: EVT = Active reference life | | Waived |
| TV Sewer Inspection Records | EVT: EVT = Superseded | | Waived |
| Working papers of the Board of Public Works | Permanent | | Notify |
| Working papers of the Plan Commission | Permanent | | Notify |
| Working papers of the Zoning Board Appeals | Permanent | | Notify |
| Contracts | | | |
| Affidavit of Organization and Authority, successful bids | EVT + 7: EVT = Life of Project | | Waived |
| Affidavit of Organization and Authority, unsuccessful bids | EVT + 2: EVT = Date of Notice | | Waived |
| Bid Bond, successful bids | EVT + 7: EVT = Life of Project | | Waived |
| Bid Bond, unsuccessful bids | EVT + 2: EVT = Date of Notice | | Waived |
| Bid Tabulations | CR + 2 | | Waived |
| Bidder's Proof of Responsibility, successful buds | EVT + 7: EVT = Life of Project | | Waived |
| Bidder's Proof of Responsibility, unsuccessful buds | EVT + 2: EVT = Date of Notice | | Waived |
| Certified Check | EVT: Contract signed | | Waived |
| Contract | EVT + 7: EVT = Life of Project | | Waived |
| Notice to Contractors, successful bids | EVT + 7: EVT = Life of Project | | Waived |
| Notice to Contractors, unsuccessful bids | EVT + 2: EVT = Date of Notice | | Waived |
| Performance Bond | EVT + 7: EVT = Life of Project | | Waived |
| Municipal Garage | | | |
| Absence Reports | CV | | Waived |
| Accident Reports | CR + 2 | | Waived |
| Accident Reports, working copies | EVT: EVT = No longer needed | | Waived |
| Budget Files, support / backup | CV + 2 | | Waived |
| Budget Plan Books | CY + 2 | | Waived |
| Charge Out / Charge-Outlay Jobs | CR + 1 | | Waived |
| CIP Files | CR + 9 | | Waived |
| Complaints / Citizen Requests for Service | EVT + 2 months: EVT = Settlement | | Waived |
| Daily Overtime Postings, monthly sheets | EVT: EVT = Superseded | | Waived |
| Daily Work Schedules | CR + 1 | | Waived |
| Employee Data Calendars | CR + 2 | | Waived |
| Employee Payroll Printouts | CR + 1 | | Waived |
| Fuel and Oil Reports, working copy | CR + 1 | | Waived |
| Fuel Pump Readings | CR + 1 | | Waived |
| Leaf Schedule | CY | | Waived |
| Minutes, Board of Public Works, working copies | CV | | Waived |
| Oil Samples | EVT: EVT = Life of Asset | | Waived |

| Records Series | Retention | Authority | Notification |
|--|--|------------------|---------------------|
| Reference Files, heavy equipment specs | EVT: EVT = Life of Asset | | Waived |
| Reference Files, non-vehicle equipment | EVT: EVT = Life of Asset | | Waived |
| Reference Files, operating manuals | EVT: EVT = Life of Asset | | Waived |
| Reference files, prior union contracts, working copies | EVT + 3: EVT = Contract expiration | | Waived |
| Requests for Work Orders | CR + 1 | | Waived |
| Sewer Calls | CR + 9 | | Waived |
| Sick Slips | CY | | Waived |
| Sign Orders, open and closed | CR + 9 | | Waived |
| Spring Rubbish Pick-up, quotes and actuals | CY + 1 | | Waived |
| Surface Treatments | CY + 4 | | Waived |
| Time Sheets, daily, working copies | CY + 1 | | Waived |
| Traffic Signal Controllers | EVT: EVT = Life of Asset | | Waived |
| Vehicle Files | EVT: EVT = Life of Asset | | Waived |
| Vendor Files, catalogs | EVT: EVT = Superseded | | Waived |
| Vendor Files, equipment bidding | EVT + 9: EVT = Bids Taken | | Waived |
| Vendor Files, parts purchased | CY + 2 | | Waived |
| Vendor Files, snow! ice removal bids | CY + 1 | | Waived |
| Parks and Recreation | | | |
| Administration | *** | | |
| Employee Information Cards, full-time | CR + 2 | | Waived |
| Employee Information Cards, part-time and seasonal | EVT + 1: EVT = Termination | | Waived |
| Employee Information Files, salaried | CR + 2 | | Waived |
| Grant Files | EVT + 3: EVT = Final Disbursement of Grant Funds | | Waived |
| Invoice Log | CR + 2 | | Waived |
| Master Reservation Book | CR + 2 | | Waived |
| Park Acquisition Files | Permanent | | Waived |
| Program Files | CR + 2 | | Waived |
| Publications | EVT: EVT = Superseded | | Waived |
| Reservation Requests, no receipt | CR + 1 month | | Waived |
| Reservation Requests, receipt | EVT + 7: EVT = Audited | | Waived |
| Working papers of the Board of Park Commissioners | Permanent | | Notify |
| Forestry | *** | | |
| Projects and Surveys | EVT: EVT = Superseded | | Waived |
| Tree Pests and Diseases | EVT: EVT = Superseded | | Waived |
| Tree Planting | CR + 6 | | Waived |
| Tree Removal and Repair Records | CR + 6 | | Waived |
| Operations and Maintenance | *** | | Waived |

| Records Series | Retention | Authority | Notification |
|--|--|------------------|---------------------|
| Confined Space Files | CR + 6 | | Waived |
| Equipment Records, maintenance and repairs | EVT: EVT = Life of Asset | | Waived |
| Equipment Specifications | EVT: EVT = Life of Asset | | Waived |
| Fence Specifications | EVT: EVT = Life of Asset | | Waived |
| Fertilizing Record | | | |
| Knowledge Assessment Tests | EVT: EVT = Superseded | | Waived |
| Supervisor's Daily Report of Work Completed Planning | CR + 2 *** | | Waived |
| Aerial Photographs | Permanent | | Notify |
| Equipment and Maintenance | CR + 6 | | Waived |
| Master Park Plan | Permanent | | Notify |
| Passes | CY | | Waived |
| Plats | Permanent | | Notify |
| Pool | *** | | |
| Program Files | CR + 2 | | Waived |
| Parking Ramp | | | |
| Customer Cross-Reference | EVT: EVT = Superseded | | Waived |
| Customer List, monthly permit holders | CR + 3 months | | Waived |
| Customer List, non-payment | CR + 2 months | | Waived |
| Daily Report Sheets | CY + 2 | | Waived |
| Invoices, commercial customers | CY + 2 | | Waived |
| Receipts, book | CY + 2 | | Waived |
| Receipts, coin / token boxes | CR + 2 | | Waived |
| Receipts Ledger | CR + 2 | | Waived |
| Time Sheets, daily, working copies | CR + 1 | | Waived |
| Project Records | | | |
| As-Built Tracings | EVT: EVT = Life of Project | | Notify |
| Blueprints | EVT: EVT = As-built tracings complete | | Waived |
| Master Project Files | EVT + 20: EVT = Project completed | | Notify |
| Streets and Highways | | | |
| Administration | *** | | |
| Complaint Ledger | CR + 2 | | Waived |
| Monthly Reports | CR + 3 | | Waived |
| Purchasing Records | EVT + 7: EVT = Audited | | Waived |
| Equipment and Supplies Control | *** | | Waived |
| Fuel Usage Reports | EVT + 2: EVT = Audited | | Waived |
| Heavy Equipment and Vehicle Inventory Ledger | EVT: EVT = Life of asset or Ledger is superseded | | Waived |
| Stock Control Records | EVT + 2: EVT = Audited | | Waived |
| Vehicle Expense Report | EVT: EVT = Life of Vehicle | | Waived |

| Records Series | Retention | Authority | Notification |
|---|----------------------------|-------------------|---------------------|
| Vehicle Maintenance Histories | EVT: EVT = Life of Vehicle | | Waived |
| Vehicle Usage Reports | EVT + 2: EVT = Audited | | Waived |
| Street Operations | . ** | | Waived |
| Street and Sidewalk Maintenance and Repair Records | CR + 25 | | Waived |
| Street Operations File | EVT + 2: EVT = Superseded | | Waived |
| Tree Planting, Inspection, Trimming, and | CR + 25 | | Waived |
| Transit | | | |
| Accident Reports, fatalities | Permanent | | N/A |
| Accident Reports, non-fatalities | EVT + 7: EVT = Case closed | | Waived |
| ADA Certifications | CR + 3 | | Waived |
| Applications, employment | CY | | Waived |
| Applications, Metrolift service | CR + 3 | | Waived |
| Audit Inspections, backup, Transit System Utility (TSU) | CY + 1 | | Waived |
| Audit Report, final, TSU | Permanent | | N/A |
| Building Plans | Permanent | | N/A |
| Bus Transfers | CR + 1 | | Waived |
| Cash Received Reports | CR + 1 | | Waived |
| Check Registers | CR + 1 | | Waived |
| Contract Negotiations, union | CY + 6 | 29 CFR 516.5 | Notify |
| Contracts, grants | EVT: EVT = Life of grant | | Notify |
| Daily Logs, metrolift | EVT: EVT = Superseded | | Waived |
| Defect Cards | CY + 1 | | Waived |
| Disadvantaged Business Enterprise Program | CY + 10 | | Waived |
| DOT Bulletins | CR + 1 | | Waived |
| Driver Changes | CR + 1 | | Waived |
| EEO Reports | CR + 2 | 29 CFR 1602(EE04) | N/A |
| Equipment Operating Manuals | EVT: EVT = Life of Asset | | Waived |
| Fare and Outlets Information | EVT: EVT = Superseded | | Waived |
| Federal Register, transit related citations | CY | | Waived |
| Federal Transit Authority Reports, grants | EVT: EVT = Life of grant | | Waived |
| Financial Reports, original | CY + 6 | | Waived |
| Fuel Sheets | CY + 1 | | Waived |
| General Ledger Reports | CY | | Waived |
| Incidents | EVT + 1: Case Closed | | Waived |
| Journal Entries | CY | | Waived |
| Journal Vouchers, working copies | CY | | Waived |
| Operating Manuals, equipment | EVT: EVT = Life of Asset | | Waived |
| Passenger Count Cards | CY | | Waived |
| Reconciliations, accounting | CY + 1 | | Waived |
| Ridership Reports | CY + 1 | | Waived |

| Records Series | Retention | Authority | Notification |
|---|---|------------------|---------------------|
| Ridership Survey Information | EVT + 3: FTA Survey complete | | Waived |
| Route Information | EVT: EVT = Superseded | | Waived |
| Section 15 Reports, daily | CY | | Waived |
| Service and Parts Manual | EVT: EVT = Life of asset | | Waived |
| Specifications, bus | EVT: EVT = Life of asset | | Waived |
| Time Cards and Sheets | CY + 2 | | Waived |
| Tire Reports | CY | | Waived |
| Transfers | CY + 1 | | Waived |
| Vehicle History | CY | | Waived |
| Vendors with Approved Credit | EVT: EVT = Superseded | | Waived |
| Work Orders | EVT + 1: EVT = Work completed | | Waived |
| Revenue | | | |
| Board of Review | | | |
| Form of Objection to Property Assessment and Supporting Documentation | EVT + 7: EVT = Final action of board or Completion of appeal | S. 70.47(8)(f) | Waived |
| Minute Book | CR + 7 | s. 70,47(8)(f) | Notify |
| Notice of Determinations of the Board of Review | EVT + 7: EVT = Final action of board or Completion of appeal | | Waived |
| Proceedings of the Board of Review on Audio Tapes or as Stenographic Notes Including any Transcriptions thereof | EVT + 7: EVT = Final action of board or Completion of appeal | S. 70.47(8)(f) | Waived |
| Property Assessment | | | Waived |
| Personal Property | | | Waived |
| Assessor's Final Report | CR + 5 | | Waived |
| Assessor's Personal Property Summary Worksheet | CR + 5 | | Waived |
| Final Personal Property Assessment Roll | CR + 15: provided "no assessment roll containing forest crop acreage may be destroyed without prior approval of the secretary of revenue" | s. 19.21(5)(a) | Waived |
| List of Beekeepers | CR + 3 | | Waived |
| Merchants' Professions' Statement of Property | CR + 5 | | Waived |
| Occupational Tax Returns | CR + 5 | | Waived |
| Personal Property Worksheets / Farmers & personal Property Not Used for the Production of Income | CR + 5 | | Waived |
| Report of Inventory Location (Form 10) | CR + 5 | S. 71.11(44) | Waived |
| Request for Exemption of Merchandise in Storage | CR + 3 | | Waived |
| Statement of Merchandise Exempted | CR + 3 | | Waived |
| Real Property | ... | | Waived |

| Records Series | Retention | Authority | Notification |
|--|---|------------------|---------------------|
| Aerial Photographs | EVT: EVT = Superseded | | Waived |
| Assessor's Final Report | CR + 5 | | Waived |
| Assessor's Final Report Supplement | CR + 5 | | Waived |
| Assessor's plats | Permanent | | N/A |
| Building Permit Applications, copies | EVT + 1: EVT = Information transferred to the master property record folder | | Waived |
| Certificate of ORAP Valuations, PC-219 | CR + 10 | | Waived |
| Certified Surveys | Permanent | | N/A |
| Deeds, copies | EVT + 1: EVT = Information transferred to the master property record folder | | Waived |
| Final Real Property Assessment Roll | CR + 15: provided "no assessment roll containing forest crop acreage may be destroyed without prior approval of the secretary of revenue" | s, 19.21(5)(a) | Waived |
| Final Statement of Assessment, PA-521C | Permanent | | Notify |
| Index to Owners | EVT: EVT = Superseded | | Waived |
| Master Property Record Folders | EVT + 5: EVT = Life of Structure | | Notify |
| Notice of Increased Assessment, appealed | EVT + 7: EVT = Final action of board or Completion of appeal | | Waived |
| Notice of Increased Assessment, non-appealed | CR + 5 | | Waived |
| Plats | Permanent | | N/A |
| Statement of Assessment, PA-521 | EVT: EVT = Life of Assessment | | Waived |
| Tax Exemption Reports | CR + 10 | | Waived |
| Wisconsin Real Estate Transfer Returns | EVT + 5: EVT = Information transferred to the master property record folder | s. 77.23 | Waived |
| Special Assessments | | | |
| Certified Special Assessment Roll | EVT + 7: EVT = All assessments are collected | | Waived |
| Report on Special Assessment Project | CR + 2; provided a copy of the report is on file with the public works project records | | Waived |
| Special Assessment Payment Register | EVT + 7: EVT = All assessments are collected | | Waived |
| Statement of New Special Assessments, PC-506 | EVT + 5: EVT = Audited | | Waived |

| Records Series | Retention | Authority | Notification |
|--|---|---|---------------------|
| Waiver of Special Assessment Notice and Hearing, no resolution | CR + 1 | | Waived |
| Waiver of Special Assessment Notice and Hearing, resolution approved | EVT + 1: EVT = Final resolution approved | | Waived |
| Tax Calculation | | | |
| Certificates of Apportionment | EVT + 3: EVT = Audited | s. 60.756(1) | Waived |
| Explanation of Property Tax Credit Certification, PC-201A | EVT + 5: EVT = Audited | | Waived |
| Final Worksheet for Determining Allowable Levy, SL-202 | EVT + 5: EVT = Audited | | Waived |
| General Property Tax Credit Certification, PC- 201 | EVT + 5: EVT = Audited | | Waived |
| Personal Property Tax Roll | CR + 15; postponed or delinquent taxes may be transferred to the county treasurer | | Notify |
| Real Property Tax Roll | Record is transferred to County Treasurer | | Waived |
| State Shared Aid Payment Notices | EVT + 6: EVT = Audited | s. 79.03, 79.16, 79.20, 70.996, 14.58(10) | Waived |
| Statement of New Special Assessments, PC-506 | EVT + 5: EVT = Audited | | Waived |
| Statement of Sewer Service Charges, PC-503 and PC-504 | EVT + 5: EVT = Audited | | Waived |
| Statement of Taxes, PA-632A | Permanent | | Notify |
| Tax Levy Certification of the School District Clerk, PI-1508 | EVT + 3: EVT = Audited | | Waived |
| Tax Collection | | | |
| Tax Corrections and Refunds | CR + 4 | | Waived |
| Escrow Account List | EVT: EVT = Superseded | | Waived |
| Municipal Treasurer's Settlement, PC-501 | EVT + 5: EVT = Audited | | Waived |
| Personal Property Tax Roll | CR + 15 | | Notify |
| Receipt Stub Book | EVT + 7: EVT = Audited | | Waived |
| Receipts, cities and villages | EVT + 7: EVT = Audited | | Waived |
| Receipts, towns | CR + 15 | s. 60.756(12) | Waived |
| Statement of Taxes Remaining Unpaid | Retain with tax roll | | Waived |
| Tax Collection Blotters | EVT: EVT = Audited | | Waived |
| Tax Settlement Receipt, PC-502 | EVT + 5: EVT = Audited | | Waived |
| Utilities (Sewer, Water, etc.) | | | |
| Accident Reports, working copies | EVT: EVT = Case closed | | Waived |
| Analyses of any water samples taken from the water system | EVT + 10: EVT = Final analyses given | NR 809.82 | Waived |
| Annual Meter Accuracy Summary | CR + 10 | PSC 185.19 | Waived |
| As-Builts | Permanent | | N/A |
| Billing Records | CR + 6 | PSC 185.19 | Waived |

| Records Series | Retention | Authority | Notification |
|--|--|------------------|---------------------|
| Bioassay Reports | EVT + 5: EVT = Permit term | | Waived |
| Blueprints | EVT: EVT = Until Superseded by as-builts | | Waived |
| Compliance Maintenance Annual Reports (CMAR's) | Permanent | | N/A |
| Confined Space Reports | CY + 6 | | Waived |
| Customer Complaint Records | CR + 3 | PSC 185.19 | Waived |
| Customer Deposit | EVT + 6: EVT = Deposit Refunded | PSC 185.19 | Waived |
| Customer's Ledgers of Municipal Utilities | FIS + 6 | PSC 185 | Waived |
| Daily Logs, plant operations | EVT: EVT = Life of Current Process | | Waived |
| Daily Summary of Lab Reports | CY + 2 | | Waived |
| Department of Natural Resources (DNR) Reports, semi-annual | Permanent | | N/A |
| Discharge Monitoring Reports (DMR's) | CR + 2 | NR 205.0(1)(f) | Waived |
| Discharge Permit Files | EVT + 5: EVT = Permit term | | Waived |
| Electrical Testing, preventative maintenance | EVT + 2: EVT = Test | | Waived |
| Employee Leave Requests | EVT + 2 months: EVT = Request | | Waived |
| Engineering Records in Connection with Construction Projects | EVT + 6: EVT = Superseded or plant is retired and mortality data is retained | PSC 185.19 | Waived |
| Equipment Operating Manuals | EVT: EVT = Life of asset | | Waived |
| Filed Rates and Rules | Permanent | PSC 185 | Waived |
| Ground Water Files | Permanent | | N/A |
| Hauled Waste Manifests | CY + 2 | | Waived |
| Hauled Waste Process Instruction Files / Manual | EVT: EVT = Superseded | | Waived |
| Holding Tank Dump Permits | CY + 2 | | Waived |
| Holding Tank Letters of Permission, categorical industries | Permanent | | N/A |
| Industrial Wastewater Discharge Permit Files | Permanent | | N/A |
| Inspection Files | EVT: EVT = Life of asset | | Waived |
| Interruption Records | CR + 6 | PSC 185.19 | Waived |
| Invoices, department copy and backup | EVT + 1: EVT = Payment at treasurer's office | | Waived |
| Lab Bench sheets | Permanent | | N/A |
| Land Application Files | Permanent | | N/A |
| Landfill Sampling Files | EVT + 3 months: EVT = Sample taken | | Waived |
| Lift Station Inspections, annual | EVT + 1: EVT = Inspection | | Waived |
| Lift Station Maintenance Files | EVT: EVT = Life of asset | | Waived |

| Records Series | Retention | Authority | Notification |
|---|--|------------------|---------------------|
| Maintenance Manuals | EVT: EVT = Life of Current Process | | Waived |
| Maintenance Records | EVT: EVT = Life of Application | | Waived |
| Maintenance Request Forms, complete | EVT + 1: EVT = Completed | | Waived |
| Maps Showing the Location and Physical Characteristics of the Utility Plant | EVT: EVT = Superseded | PSC 185.19 | Waived |
| Master Project Files | EVT + 20: EVT = Life of Project | | Waived |
| Meeting Files | CY + 1 | | Waived |
| Meter History Record | EVT: EVT = Life of Meter | PSC 185.19 | Waived |
| Meter Reading Sheets or Cards | CR + 6 | PSC 185.19 | Waived |
| Meter Test Records | EVT | PSC 186.19 | Waived |
| Monthly DNR Documentation Holding File | EVT + 1 month: EVT = DNR Filing | | Waived |
| Other Utility Records | CR + 7 | s.19.21(5)(c) | Waived |
| Packing Slips | EVT + 6 months: EVT = Receipt | | Waived |
| Petitions for Sewer and Water Systems | EVT + 2 | | Waived |
| Pressure Records | CR + 6 | PSC 185.19 | Waived |
| Project Files | EVT: EVT = Life of project | | Waived |
| Quarterly Sample, sludge disposal analysis, annual | Permanent | | Waived |
| Receipts of Current Billings | FIS + 6 | PSC 185 | Waived |
| Safety Files | EVT: EVT = Superseded | | Waived |
| Solvent-Bearing Tank Manifests | CY + 2 | | Waived |
| Standard Industrial User (SIU) Surveys | EVT: EVT = Superseded | | Waived |
| Station Pumpage Records, source active | CR + 15 | PSC 185.19 | Waived |
| Station Pumpage Records, source inactive | EVT + 3: EVT = Source abandoned | PSC 185.19 | Waived |
| Storm Sewer Maps | EVT: EVT = Until Superseded by as-builts | | Waived |
| Time Sheet Summaries, working copies | CR + 3 months | | Waived |
| Time Sheets | CY + 2 | | Waived |
| TV Sewer Inspection | FIS + 7 | | Waived |
| Vendor Files | EVT: EVT = Superseded | | Waived |
| Waste Pre-Treatment Reports | CY + 2 | 40 CFR 704.11 | Waived |
| Water and Sanitary Sewer Maps | EVT: EVT = Until Superseded by as-builts | | Waived |
| Water Stub | FIS + 6 | PSC 185 | Waived |
| Work Assignments | CY + 1 | | Waived |

BE IT FURTHER RESOLVED, that a copy of this resolution and schedule be available through the Village website and maintained by the Village Clerk for review and retention by members of the public;

BE IT FURTHER RESOLVED, that the Village Manager and Municipal Attorney are directed to notify the State Historical Society of the this resolution and to designate such records as are granted a waiver of notice prior to destruction and what records require notification and insert the determination of the Wisconsin Historical Society in the appropriate column herein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this __ day of _____, 2014.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk

January 15, 2015

Mr. Matthew Janecke
Assistant Village Manager
Village of Brown Deer
4800 W. Green Brook Drive
Brown Deer, WI 53223

Dear Mr. Janecke:

Thank you for submitting a draft of the village's Records Retention ordinance for our review. The Wisconsin Historical Society has no objection to the adoption of this ordinance. We will forward a copy to the Wisconsin Public Records Board (the entity that oversees records management for state and local government) to be filed with their official records.

Having this ordinance in place will not only legally codify your records management practices but increase efficiency. We are glad to eliminate the need for you to notify the Historical Society regarding selected records listed on your schedules. If we can be of further assistance, please give me a call or send an e-mail.

Sincerely,

Virginia Fritsch
Public Records Archivist
Wisconsin Historical Society
816 State Street
Madison, WI 53706
phone: (608)264-6469
email: virginia.fritsch@wisconsinhistory.org
website: www.wisconsinhistory.org

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ORDINANCE NO. _____

**An Ordinance Amending Section 2-427 of the Brown Deer Village Code Pertaining to
Destruction of Public Records**

The Village Manager and the Board of the Village of Brown Deer, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Section 2-427 of the Brown Deer Village Code is hereby amended to provide as follows:

Sec. 2-427 Destruction of Public Records.

(a) **PURPOSE.** The purpose of this section of the Village of Brown Deer Municipal Code is to specify retention periods for certain Village Records and to allow access to Records to the same extent, and in the same manner, as allowed by state law.

(b) **DEFINITIONS.**

1. "Legal Custodian" means the individual responsible for maintaining records pursuant to § 19.33, Wisconsin Statutes.
2. "Record" has the meaning defined in § 19.32(2), Wisconsin Statutes.
3. "Requester" has the meaning defined in § 19.32(3), Wisconsin Statutes.
4. "Retention Period" is the minimum required period of time that a document will be maintained as described in subsection (d) of this Chapter.

(c) **DUTY TO MAINTAIN.** Village of Brown Deer Legal Custodians shall maintain all Records for the Retention Period, and for any additional time period as described in subsection (d), below, if applicable. Thereafter, after the State Historical Society has waived receipt of the Records, the Legal Custodian may destroy the Records.

(d) **RETENTION PERIOD.** The Village of Brown Deer Village Board, by separate Resolution, shall adopt a schedule which describes the minimum time periods for which Records shall be maintained by a Legal Custodian of the Village of Brown Deer. Said Resolution may be amended from time to time, as described below, and the Resolution and any amendments thereto are incorporated herein by reference. The initial Retention Schedule Resolution that is adopted contemporaneously with this ordinance has been reviewed and approved along with this ordinance by the State of Wisconsin Public Records Board. The Retention Schedule Resolution shall not be modified in a manner that reduces the retention periods described in the initial Retention Schedule Resolution, or which adds additional documents to the schedule, unless those reductions or retention periods for

additional documents are first reviewed and approved by the Wisconsin Public Records Board.

Any Record that is not described in the Retention Schedule shall be maintained for a minimum of seven (7) years, and may be destroyed thereafter unless a longer retention period is required by subsection (f), below, or by state statute, rule, or other applicable law.

(e) NOTICE TO STATE HISTORICAL SOCIETY. The Wisconsin State Historical Society has waived the notice that would otherwise be required prior to destruction of certain Records as described in the Retention Schedule. The Retention Schedule Resolution shall not be modified in a manner that waives notice to the Wisconsin State Historical Society, or which adds additional documents to the schedule and waives notice of their destruction, unless those waivers are first reviewed and approved by the Wisconsin Public Records Board and the Wisconsin State Historical Society.

In the event that the Retention Schedule does not specifically note the Wisconsin State Historical Society's waiver regarding any particular Record, then the Wisconsin State Historical Society must be given sixty (60) days written notice prior to destruction of the Record, as described in § 19.21(4)(a), Wisconsin Statutes.

(f) ADDITIONAL RETENTION PERIODS. In addition to the retention period described in the Retention Schedule, Records shall be maintained for the following additional time periods:

1. A record that is existing at the time of a request shall not be destroyed until after the request is granted, or in the event the request is denied until at least the time period described in § 19.35(5), Wisconsin Statutes has passed from the date of the denial.
2. A record that is existing at the time that the Legal Custodian receives written notice that a mandamus action relating to the record has been commenced pursuant to § 19.37, shall not be destroyed until the final court order is issued in the action and the appeals are exhausted, as further described in § 19.35(5), Wisconsin Statutes.
3. A Record that is known by the Legal Custodian to be relevant to litigation that is pending at the time that the Record would otherwise be destroyed, shall not be destroyed until the litigation is resolved.

(g) REPRODUCED ORIGINAL RECORDS. Records may be kept and preserved through the use of microfilm or another reproductive device, optical imaging, electronic formatting, or any other reproduction format authorized by §19.21(4)(c), Wisconsin Statutes, and such reproduction shall be deemed an original record.

(h) PUBLIC ACCESS. All Records maintained by a Legal Custodian shall be made available for inspection, copying, or other use that is authorized by state law, to the same extent as allowed by Wisconsin state statutes, including, but not limited to, §19.35, Wisconsin Statutes, and in the same manner.

(i) **PHOTOCOPYING CHARGES.** A Requester shall pay a fee of twenty-five cents (\$0.25) per page for a photocopy of a Record, unless the Requester is specifically excluded from payment of the fee by state law. The Requester also shall pay such other fees as may be charged pursuant to state law, including, but not limited to, § 19.35(3), Wisconsin Statutes.

(j) All state statutes incorporated or referenced herein shall be deemed to include all subsequent amendments, repeals, and re-numbering that may be enacted regarding the same, in order to ensure uniform statewide regulation of public records.

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2014.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk