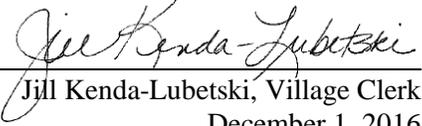


VILLAGE BOARD MEETING
Monday, December 5, 2016
Earl McGovern Board Room, 6:30 P.M.



PLEASE TAKE NOTICE that a meeting of the 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
- IV. **Consent Agenda**
 - A) Consideration of Minutes: November 21, 2016 – Regular Meeting
 - B) Approval the 2016 CDBG Grant for the Senior Citizens Club and Senior Meal Program
- V. **New Business**
 - A) Resolution of Appreciation for Mary Dunn
 - B) Approve the Purchase of Portable Radios and Equipment for the Police Department
 - C) Meeting Schedule for 2017
- VI. Village President's Report
- VII. Village Manager's Report
- VIII. Recess into Closed Session pursuant to §19.85(1) (e) (g) Wisconsin Statutes for the following reasons:
 - (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
 - A) Chase Management LLC
 - (e) Deliberating or negotiating the purchasing or public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - A) Rite-Hite
 - B) Cell Tower at 4800 West Green Brook Drive
- IX. Reconvene into Open Session for Possible Action on Closed Session Deliberations
- X. Adjournment



Jill Kenda-Lubetski, Village Clerk
December 1, 2016

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
NOVEMBER 21, 2016 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

Also Present: Michael Hall, Village Manager; Erin Hirn, Assistant Village Manager/Deputy Clerk; John Fuchs, Village Attorney; Michael Kass, Chief of Police; Nate Piotrowski, Director of Community Development; Matthew Maederer, Director of Department of Public Works; Susan Hudson, Treasurer/Comptroller; Colette Reinke, Village Attorney;

II. Pledge of Allegiance

III. Public Hearing

A) 2017 Budget Presentation

Mr. Hall gave a thorough presentation of the 2017 budget. There were no questions from the public.

IV. Persons Desiring to be Heard

None

V. Consent Agenda

- A) Consideration of Minutes: November 7, 2016 Regular Meeting
- B) September 2016 Financial Reports
- C) Consideration of October 2016 Vouchers
- D) Resolution No. 16-, "2017 Fee Schedule"
- E) Resolution No. 16-, "Assessing 2017 Service Charges for Recycling and Yard Waste Collection on Residential Units" (No Change in Fee)
- F) Resolution No. 16-, "Establishing Storm Water Rates for 2017" (No Change in Fee)
- G) Resolution No. 16-, "Establishing Sanitary Sewer Rates for 2017" (No Change in Fee)
- H) Approve 2017 Purchase of 5-YD Patrol Truck (Equip No. 79) Replacement
- I) Resolution No. 16-, "In the Matter of a Resolution Creating a Special Revenue Fund to Account for the Collection and Use of North Shore Municipal Court Fines, Forfeitures, Terms, Costs, and any other Revenues Collected by the Village of Brown Deer Branch of the North Shore Municipal Court"

Trustee Schilz asked for further explanations on the reasoning behind replacing the patrol truck fixtures in addition to the truck itself and also further discussion on the special revenue account. Mr. Maederer explained that the fixtures of a truck, especially the salter, get corroded over time and worn down which required replacement after ten years. Mr. Hall also reviewed the need to move the municipal court into a special revenue account. Attorney Fuchs verified that this resolution had been reviewed by the village's current auditing firm.

It was moved by President Krueger and seconded by Trustee Oates to approve the consent agenda item A through H. The motion carried unanimously.

VI. New Business

- A. **Resolution No. 16-, "In the Matter of Adopting the 2017 Annual Budget and Establishing the Property Tax Levy for the Village of Brown Deer"**

There was no discussion on this topic.

It was moved by Trustee Oates and seconded by Trustee Awe to approve the Resolution No. 16-, “In the Matter of Adopting the 2017 Annual Budget and Establishing the Property Tax Levy for the Village of Brown Deer”. The motion carried unanimously.

B. Ordinance No. 16-, “Approve a rezoning of multiple properties including; 8411 and 8406 N. 66th Street, 6720 and 6550 W. Dean Road and Lot 26 of the Elm Springs Subdivision (vacant parcel at NE corner of N. 64th Street and W. Dean Rd.) from R2 Single Family Residential to R3A Single Family Residential”

Mr. Piotrowski reviewed the proposal and introduced Fred Bersch of Bonnilake Real Estate, agent for the applicant Charlene Smith. He also stated that this Ordinance has been approved and by the Plan Commission and the building plans for the house were approved by the Building Board awaiting the Village Boards decision.

Trustee Oates asked about the specific width of the set back. Mr. Piotrowski stated that R3A zoning has a 80 foot width requirement where as R2 has a 100 foot width requirement.

Trustee Oates also asked about the activity currently on the site. Mr. Piotrowski stated that there were no permits necessary for the current activity and are at the owner’s discretion.

It was moved by Trustee Baker and seconded by Trustee Schilz to approve the Ordinance No. 16-, “Approve a rezoning of multiple properties including; 8411 and 8406 N. 66th Street, 6720 and 6550 W. Dean Road and Lot 26 of the Elm Spring Subdivision (vacant parcel at NE corner of N. 64th Street and W. Dean Rd.) from R2 Single Family Residential to R3A Single Family Residential”. The motion carried 6-1 with Trustee Oates in opposition.

C. Review and Approval of Demolition Contract for 4740 West Bradley Road.

Mr. Hall reviewed the need for demolition of the old Celebrations building and parking lot. President Krueger asked if we owned the lot currently. Attorney Fuchs stated that we do not currently own it; however, contracts for the demolition would not be signed until ownership is granted.

It was moved by Trustee Springman and seconded by President Krueger to approve the Demolition Contract for 4740 West Bradley Road. The motion carried unanimously.

VII. Village President’s Report

- Recognized the acceptance from the Village of the Luminary Award from MMSD for the Bradley Road project
- Fire Department meeting has been cancelled for November

VIII. Village Manager’s Report

- Tree Lighting Ceremony is on Thursday, December 8th from 6:30-8:00 at the Fire Station
- Michael will be speaking at the Seniors event on Dec. 7 at the Community Center
- CDBG approved all grants requested

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

It was moved by Trustee Springman and seconded by Trustee Schilz to recess into closed session at 7:06 p.m. The motion carried unanimously.

- (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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

A) WPPA Agreement, Rite-Hite, Castle Senior Living

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

It was moved by Trustee Springman and seconded by Trustee Schilz to reconvene into open session at 7:51 p.m. The motion carried unanimously.

A) Approve to Ratify the WPPA Agreement as Presented.

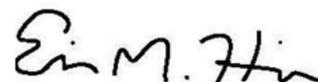
It was moved by President Krueger and seconded by Trustee Schilz to approve the ratification of the WPPA Agreement as Presented. The motion carried unanimously.

B) Authorize the Village to sign an Amendment to the purchase contract of Castle Senior Living to extend the due date of the earnest money by 25 days as well as provide the option to rescind the contract if the variance is not granted by the state.

It was moved by President Krueger and seconded by Trustee Springman to approve Authorization of the Village to sign an Amendment to the purchase contract of Castle Senior Living to extend the due date of the earnest money by 25 days as well as provide the option to rescind the contract if the variance is not granted by the state. The motion carried unanimously.

XI. Adjournment

It was moved by Trustee Springman and seconded by Trustee Oates to adjourn at 7:54 p.m. The motion carried unanimously.



Erin M. Hirn, Assistant Manager/Deputy Clerk



DEPARTMENT OF HEALTH & HUMAN SERVICES

HOUSING DIVISION

Milwaukee County



November 16, 2016

Re: 2016 CDBG Contract

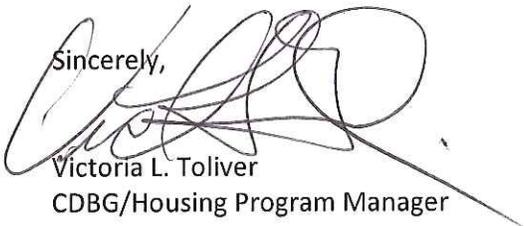
Dear Recipient:

Milwaukee County has finally received our final award for the 2016 Community Development Block Grant. Upon completion of all signatures an executed agreement will be mailed to you for your records. Also, once all signatures have been obtained you may start submitting invoices for payment.

Those of you who will not complete your projects by the end of the year may request an extension on your project. Please submit your request on letter head with the extended completion date by January 31, 2017.

Please contact Victoria Toliver at 278-2948 with any questions.

Sincerely,



Victoria L. Toliver
CDBG/Housing Program Manager

600 West Walnut Street, Suite 100, Milwaukee, Wisconsin 53212-3863
Housing Choice Voucher: 414-278-4894 ♦ Fax 414-223-1825
Home Repair: 414-278-4917 ♦ Fax: 414-223-1815
Community Development Block Grant: 414-278-2948 ♦ Fax: 414-223-1815
Special Needs Housing: 414-278-2944 ♦ Fax 414-223-1815
My Home: 414-278-4902 ♦ Fax 414-223-1815
Housing First: 414-278-4678 ♦ Fax 414-223-1815

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

IDENTIFIER: _____

NATIONAL OBJECTIVE CODE : _____

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT, between the (Village of Brown Deer), (hereinafter “RECIPIENT”) and the Milwaukee County Department of Health and Human Services, Housing Division (hereinafter “COUNTY”), is entered into pursuant to a resolution of the Milwaukee County Board of Supervisors adopted on September 25, 2014 Public Hearing File Number 14-751 making this project part of a Community Development Block Grant approved by the United States Department of Housing and Urban Development (“HUD”) B14-4C-55-0001. THIS AGREEMENT incorporates by reference the “CDBG and HOME Sub-recipient Compliance Manual” dated March 2015 between the COUNTY and RECIPIENT, attached.

WITNESSETH:

In consideration of the benefits accruing to each, the RECIPIENT and COUNTY mutually agree and covenant:

1. SCOPE OF SERVICE PROVIDED BY RECIPIENT; STATEMENT OF WORK

The RECIPIENT shall complete the objective(s) identified in this Scope of Service, complying with the Application for Funding submitted for this project, unless otherwise specified in this Agreement, with the schedule(s) and projected beneficiaries (if applicable) established in Section 2 of the Application, and with the approved budget in Appendix C of the Application.

The RECIPIENT shall: provide funding for the operation and administration of the Senior Citizens Club at the Village of Brown Deer’s new Community Center and the Milwaukee County Department on Aging Senior Meal Program.

Documentation Required: CDBG request for reimbursement and any other documents requested by COUNTY. All documents provided shall be in compliance with HUD regulations.

(See 2016 Income Limits Provided Below).

2016 FAMILY SIZE AND INCOME LIMITS

Listed are the current family income levels with the corresponding family sizes. Any documentation that is submitted in relation to requests for reimbursement with reference to the income limits listed below (effective 2016) is subject to verification by authorized government officials. Any false or misleading documentation with reference to the income limits listed below (effective 2016) shall be grounds for the cessation of funding.

| Milwaukee County, Wisconsin | | | | | | | | | | |
|-----------------------------|---------------|--|----------|----------|----------|----------|----------|----------|----------|----------|
| FY 2016 Income Limit Area | Median Income | FY 2016 Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
| Milwaukee County | \$70,200 | <u>Extremely Low (30%) Income Limits</u> | \$14,750 | \$16,850 | \$20,160 | \$24,300 | \$28,440 | \$32,580 | \$36,730 | \$40,890 |
| | | <u>Very Low (50%) Income Limits</u> | \$24,600 | \$28,100 | \$31,600 | \$35,100 | \$37,950 | \$40,750 | \$43,550 | \$46,350 |
| | | <u>Low (80%) Income Limits</u> | \$39,350 | \$44,950 | \$50,550 | \$56,150 | \$60,650 | \$65,150 | \$69,650 | \$74,150 |

(Performance Detail Submission)

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

2. TIME OF PERFORMANCE; SCHEDULE OF PERFORMANCE

This Agreement commences on January 1, 2016. The RECIPIENT's Scope of Service shall be completed by December 31, 2016, subject to provisions in Paragraphs 6.D and 8.

3. COMPENSATION; BUDGET

The total compensation paid by the COUNTY to the RECIPIENT for the scope of service shall not exceed \$10,644.00 (ten thousand six hundred forty four and 00/100 dollars).

4. AVAILABILITY OF FUNDS

- A. The Scope of Service contained in this Agreement is 100% funded under the U.S. Department of Housing and Urban Development's Community Development Block Grant program. Should the availability of these federal funds be reduced, the COUNTY and the RECIPIENT agree that, by action of the County Board of Supervisors, the RECIPIENT's Compensation, as provided for in Paragraph 3, shall be modified and reduced, and/or the RECIPIENT's Time of Performance, as provided for in Paragraph 2, shall be modified or reduced. RECIPIENT will be notified in writing, of any such modification or reduction.
- B. In the event of such modification or reduction, COUNTY and RECIPIENT shall agree upon the portions of the Agreement to be modified or reduced.

5. CONDITIONS OF PERFORMANCE FOR PAYMENT; REPORTING

- A. The RECIPIENT's failure to complete the objective(s) listed in the Scope of Service, based on the Schedule(s) of Performance, is cause for the COUNTY's termination of this Agreement. The COUNTY's forbearance in this manner does not waive any other rights under this Agreement.
- B. The RECIPIENT shall comply with:
 - (1) Title I of the Housing and Community Development Act of 1974, as amended, and all federal regulations promulgated there under.
 - (2) 24 CFR 570.502, Uniform Administrative Requirements, including 24 CFR 84 or 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR 200, Office of Management and Budget Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Award; Final Rule.
 - (3) Other program requirements pursuant to 24 CFR 570.600 to ensure that each activity is conducted according to all federal laws and regulations described herein, except that the RECIPIENT does not assume the COUNTY'S environmental responsibilities described at 24 CFR 570.609 and review process described at 24 CFR Part 52. County shall approve each project prior to completion.
 - (4) 24 CFR 570.502, Uniform Administrative Requirements, is including 24 CFR Part 35, subpart (j) regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures."
- C. The RECIPIENT shall ensure these requirements are complied with in all contracts and subcontracts executed under this Agreement.
- D. On all projects involving construction, except residential rehabilitation of less than eight units, the RECIPIENT shall:
 - (1) Assume responsibility for, and ensure compliance with, all municipal, county, state and federal bidding procedures.
 - (2) Include in every bid solicitation and contract, documents prepared and supplied by the COUNTY. The RECIPIENT shall submit the bid specification and contract to the COUNTY for written approval prior to the solicitation of bids.

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

- (3) Place in any advertisement or legal notice soliciting bids for this project specific language provided by the COUNTY. Prior to publication of such advertisement or notice, the RECIPIENT shall submit a copy of said advertisement or notice to the COUNTY for written approval.
- E. On all projects contracting professional services, the RECIPIENT shall:
- (1) Request proposals from at least three practitioners of the service required – six practitioners if the formal quote is \$100,000.00 and above. The RECIPIENT shall record each solicitation and its response. (See Section 3.2, General Purchasing, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual).
 - (2) Comply with federal and COUNTY regulations to use local business firms and contract with Disadvantaged Business Enterprises in the procurement process. (See Section 3.4, Contracting, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual).
 - (3) Adhere to the provisions of the Davis-Bacon Act regarding federal fair labor and wage requirements established by that act and make the required submissions. (See Section 5.1, Construction, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual).
- F. To obtain payment, the RECIPIENT shall submit to the COUNTY:
- (1) An updated and executed (original signature) Payment Request/Financial Control that summarizes the total payment request;
 - (2) An updated Schedule of Performance for each objective that payment is sought for;
 - (3) A completed Schedule of Paid Costs that summarizes, by budgeted cost category, the current payment request and previous payment requests and, in Part B, details each budgeted cost category for which payment is sought, along with evidence of all costs and expenditures, including payrolls, invoices, cancelled checks, or other documentation the COUNTY may require;
 - (4) The COUNTY will not provide reimbursements if timely quarterly reports have not been submitted. (See Section 6.5.1, Quarterly Reports, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual).
- The COUNTY reserves the right to pay for services based upon the amount of work completed.
- G. If the RECIPIENT is a department, division, section, agency or other office of Milwaukee County, the RECIPIENT shall not establish any work authorization under this Agreement without the prior written approval of the COUNTY.
- H. The RECIPIENT shall comply with all applicable laws, ordinances, codes and statutes of the State of Wisconsin, the County of Milwaukee, and the community wherein service under this Agreement is performed.

6. FUND REVERSION; ASSETS; PROGRAM INCOME

- A. Upon expiration of this Agreement, the recipient shall transfer to the COUNTY any Community Development Block Grant funds not expended or incurred by the RECIPIENT under this Agreement and all accounts receivable attributable to the use of Community Development Block Grant funds, pursuant to 24 C.F.R. 570.503(b)(7). Any and all such funds shall not accumulate as project funds unless authorized in writing by the COUNTY.
- B. When any asset other than real property, acquired by the RECIPIENT in whole or in part under this Agreement, is no longer used for the purpose established under this Agreement, the RECIPIENT shall, at the COUNTY's sole discretion, either pay the COUNTY the fair market value of the asset or transfer control of the asset to the COUNTY. This provision shall remain in force for the economic life of the asset.
- C. When any real property is acquired or improved in whole or in part with Community Development Block Grant funds (including Community Development Block Grant funds provided to RECIPIENT in the form of a loan) in excess of \$25,000 made available under the terms in this Agreement, the RECIPIENT must ensure that either:

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

- (1) The property is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY, or
 - (2) The property is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 6.C.1 of this Agreement).
- D. All program income (gross income received by the RECIPIENT directly generated from the RECIPIENT's use of funds under this Agreement) received by the RECIPIENT must be returned to the COUNTY. If the completion of the objectives of the project described in the Scope of Services of this Agreement requires the use of program income, the RECIPIENT may reserve the use of the program income for this project upon amendment of this Agreement. Use of program income in this manner shall continue to be subject to this Agreement, notwithstanding the Time of Performance provisions in Paragraph 2, unless stated otherwise in the amendment.

7. RECORDS AND AUDITS

- A. The RECIPIENT shall maintain records in accordance with the requirements prescribed by HUD and the COUNTY for all matters covered by this Agreement. These records shall be maintained for a period of four years after receipt of the COUNTY's final payment under this Agreement.
- B. The RECIPIENT shall collect and maintain such information, as the COUNTY requires. This information includes, but is not limited to:
 - (1) Demographic information on the population directly benefiting from this Agreement;
 - (2) Acquisition and relocation information;
 - (3) Housing stock/assistance information;
 - (4) Environmental information;
 - (5) Equal opportunity, affirmative action, employment, fair housing, and minority and women business enterprise information;
 - (6) Public involvement/citizen participation information.
- C. All costs under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers. This and other documentation exhibiting, in proper detail, the nature of other accounting documents pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.
- D. At such times and in such form as HUD or the COUNTY may require, the RECIPIENT shall provide HUD or the COUNTY with such statements, records, reports, data and/or information as HUD or the COUNTY may request for matters covered by this Agreement.
- E. The RECIPIENT shall permit HUD, the COUNTY, the County Department of Audit, the Comptroller General of the United States, or any other party the COUNTY may name, when and as they demand, to audit, examine and make excerpts or transcripts from any records or other information relating to all matters under this Agreement.

8. AMENDMENT OF AGREEMENT

The COUNTY or the RECIPIENT may request changes under this Agreement. Changes mutually agreed upon shall be incorporated in a written amendment of this Agreement.

9. ASSIGNABILITY OF AGREEMENT

The RECIPIENT shall not subcontract, assign or transfer any interest in this Agreement in any manner without the prior written approval of the COUNTY.

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

10. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the COUNTY or its successors or assigns and RECIPIENT or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, RECIPIENT is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

11. REMEDIES FOR NONCOMPLIANCE

If RECIPIENT materially fails to comply with any term of this Agreement, whether stated in its terms, in a federal statute or regulation, or elsewhere, the COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT or more severe enforcement action by COUNTY;
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspend or terminate the current funding award for the RECIPIENT's project;
- D. Withhold further funding for the project;
- E. Require that the RECIPIENT refund the dollar amount paid by the COUNTY for the funded project, in the event that the nature by which the funds utilized do not comply with the body of work agreed upon, through discovery by COUNTY's monitoring of the RECIPIENT or otherwise; or
- F. Take other remedies that may be legally available.

12. TERMINATION OF AGREEMENT

- A. In accordance with 24 CFR 85.43, if, through any cause, the RECIPIENT fails to fulfill in timely and proper manner the obligations under this Agreement, or if the RECIPIENT violates any of the terms of this Agreement, the COUNTY may immediately terminate this Agreement by written notice to the RECIPIENT. In such event, all finished or unfinished material prepared by the RECIPIENT under this Agreement shall at the option of the COUNTY become the property of the COUNTY. The RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY because of any breach of the Agreement by the RECIPIENT. The COUNTY may withhold any payments to the RECIPIENT until such time as the amount of any damages due the COUNTY from the RECIPIENT is determined.
- B. The COUNTY may terminate this Agreement at any time for any reason pursuant to 24 CFR 85.44 by giving at written notice to the RECIPIENT. If so terminated, the RECIPIENT will be paid the same ratio to the total compensation as the services actually performed bear to the total services of the RECIPIENT under this Agreement, less payment previously made.
- C. The COUNTY may terminate this Agreement if the RECIPIENT does not meet and document the CDBG program's broad National Objectives, including benefiting low and moderate-income people and aiding in the prevention or elimination of slums or blight. (See Section 6.3, CDBG Program National Objectives, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual). Other reasons for termination of this Agreement by the COUNTY include, but are not limited to, the RECIPIENT's failure to:
 - (1) Follow the established procurement policy for obtaining formal quotes, pursuant to Section 3.2, General Purchasing, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual;
 - (2) Follow the mandates of the Davis-Bacon Act, pursuant to Section 5.1, Construction, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual;

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

- (3) Comply with federal and COUNTY regulations concerning the use of local business firms and contracts with minority-owned, and/or women-owned businesses, pursuant to Section 3.4, Contracting, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.
- D. The RECIPIENT may terminate this Agreement upon written notification to the COUNTY, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the funding will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- E. Unearned payment under this Agreement may be suspended or terminated upon the RECIPIENT's refusal to accept any additional conditions that may be imposed by HUD upon this Agreement, or if the federal funds providing money for this Agreement are in whole or in part suspended or terminated with or without cause.

13. LABOR STANDARDS; WITHHOLDING OF WAGES; DEBARRED CONTRACTORS

- A. RECIPIENT agrees to include in all covered construction contracts, funded in whole or in part with funds provided herein, Federal Labor Standards Provisions and other required information which will be supplied to RECIPIENT by COUNTY pursuant to Paragraph 5.C.(2) of this Agreement.
- B. RECIPIENT agrees to adhere to the provisions of the Davis-Bacon Act regarding federal fair labor and wage requirements established by that act and make the required submissions, pursuant to Section 5.1, Construction, in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.
- C. If, under this Agreement, there is any underpayment of wages by the RECIPIENT or by any subcontractor to the RECIPIENT, as determined by applicable regulations established under the Davis-Bacon Act, as amended, and the Contract Work Hours and Safety Standards Act, the COUNTY may withhold from payment due the RECIPIENT an amount sufficient to pay underpaid employees the difference between the wages required to be paid, and the wages actually paid. When the RECIPIENT or any subcontractor refuses to pay out underpayments as required, the COUNTY to the underpaid employees shall disburse the amount withheld.
- D. The RECIPIENT shall not employ, award contracts to, or otherwise fund or engage the services of any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of Title 24 of the Code of Federal Regulations.

14. DISCRIMINATION; EQUAL OPPORTUNITY; LOCAL EMPLOYMENT

- A. The RECIPIENT shall comply with:
 - (1) Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - (2) Title VIII of the Civil Rights Act of 1968, which states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin. Title VIII also requires that programs and activities relating to housing and urban development be administered in a manner to affirmatively further fair housing.
 - (3) Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided in whole or in part under this Agreement.
 - (4) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

program or activity funded in whole or in part under this Agreement. Furthermore, the RECIPIENT shall not discriminate against any person in any manner under the Age Discrimination Act of 1975 or Section 504 of the Rehabilitation Act of 1973 under this Agreement.

- (5) Executive Order 11246, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally, assisted construction contracts. The RECIPIENT shall ensure contractors and subcontractors on federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
- B. The RECIPIENT shall comply with Section 3 of the Housing and Urban Development Act of 1968, which requires that to the greatest extent feasible opportunities for training and employment be given to lower income persons residing within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area as the project.

15. ACQUISITIONS; RELOCATION; DISPLACEMENT

- A. If under this Agreement the RECIPIENT acquires real property, in whole or in part, the RECIPIENT shall be guided, to the greatest extent practicable under State law, by the land acquisition policies of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. RECIPIENT must also provide the COUNTY with a state approved relocation plan. Property owners will be paid or reimbursed for necessary expenses as specified in the Uniform Act.
- B. The RECIPIENT under this Agreement shall not cause the voluntary or involuntary displacement of persons, business, organizations or farms from their homes or neighborhoods except as in conformance with the Housing and Community Development Act of 1974, as amended, and the COUNTY's displacement policies.

16. PROHIBITED ACTIVITIES

- A. The RECIPIENT shall not use any funds, materials, property or services provided directly or indirectly under this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- B. The RECIPIENT shall comply with the following:
 - (1) No federal appropriated funds, including those provided under this Agreement, have been paid or will be paid, by or on behalf of the RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The RECIPIENT shall require that the language contained in Paragraph 14.B.(1), (2) and (3) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans , and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- C. The RECIPIENT shall not use any of the funds provided under this Agreement for publicity or propaganda purposes to support or defeat legislation pending before the Congress.
- D. The RECIPIENT shall ensure that no employee, agent, contractor or subcontractor, consultant, officer, elected or appointed official of the RECIPIENT who exercise or have exercised any functions or responsibilities in activities

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Under circumstances determined only by HUD, an exception may be granted to this.

- E. The RECIPIENT shall ensure that no funds received under this Agreement are used for acquisition or construction purposes in an area having flood hazards located in a community not in compliance with the National Flood Insurance Program pursuant to the Flood Disaster Protection Act of 1973. The use of any funds for acquisition or construction purposes in flood hazard areas is subject to the mandatory purchase of flood insurance requirements of said Act.
- F. The RECIPIENT shall ensure that no funds under this Agreement are used in conflict with the Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in newly constructed or rehabilitated residential structures. The RECIPIENT shall comply with regulations published by HUD to notify tenants of and to eliminate lead-based paint hazards in existing housing.

17. COPYRIGHTS; PATENTS

- A. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the COUNTY reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such work.
- B. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD if patent protection for such invention or discovery shall be sought and how rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered.

18. INDEMNIFICATION

RECIPIENT agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY and its agents, officers and employees, from and against all loss or expense including attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the RECIPIENT, or its agents which may arise out of or are connected with the activities covered by this Agreement.

19. INSURANCE

The RECIPIENT shall, during the term of this Agreement, keep in full force and effect a policy of general liability insurance or its equivalent and automobile insurance in an amount not less than \$1,000,000 combined single limit. RECIPIENT shall also maintain insurance coverage for worker's compensation (~~waiver of subrogation endorsement in favor of Milwaukee County~~) as required by the State of Wisconsin, including employer's liability. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Milwaukee County as its interests may appear shall be named as an additional insured for general liability. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the COUNTY for the duration of this Agreement.

20. AGREEMENT DATE

For purposes of reference only, the date of this Agreement shall be the date of execution by Milwaukee County.

Village of Brown Deer – Senior Citizens Club and Senior Meal Program (2016 CDBG Funding Year)

In Witness Whereof, the RECIPIENT and the COUNTY have executed this Agreement for and on their respective behalf on the dates stated.

RECIPIENT

Name: _____
Title: _____

Name: _____
Title: _____

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

Approved:

By: _____ Date: _____
Community Business Development Partners

Approved:

Approved:

By: _____ Date: _____ By: _____ Date: _____
Risk Management Office of the Comptroller

Approved:

Approved:

By: _____ Date: _____ By: _____ Date: _____
County Executive Corporation Counsel

Approved as compliant under sec.59.42 (2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

**Resolution of Appreciation
for Mary Dunn**

Resolution 16-

WHEREAS, Mary began employment at the Brown Deer Library as Children’s Librarian on June 30, 1980, just two years after the current library opened to much community fanfare; and,

WHEREAS, Mary became Adult Services Librarian in 1985, the same year the library’s first “microcomputer was purchased for staff”; and,

WHEREAS, Mary amassed a broad and deep reservoir of professional and practical knowledge making her expert in nearly every aspect of library operations, including leading the library staff as Interim Director on four separate occasions; and,

WHEREAS, Mary served the library community during a 23-year trend of constant growth during which time circulation and collection size more than tripled; and,

WHEREAS, Mary regularly helped patrons learn skills and gather information that has had lasting positive impact on their lives, for which patrons often express their gratitude in both words and gifts; and,

WHEREAS, Mary also served the library community as a resident and volunteer, having been both President and an active member of the Brown Deer Junior Women’s Club, a busy leader at Our Lady of Good Hope Church, and a member of Friends of the Brown Deer Library; and,

WHEREAS, Mary worked diligently and conscientiously throughout her entire career, showing patience, curiosity and good humor within the constantly changing landscape of public library service; and,

NOW THEREFORE BE IT RESOLVED, that the Village of Brown Deer Board of Trustees, proclaim their appreciation and publicly congratulate Mary Dunn on her retirement, thank her for 36 years of service, and extend to her best wishes in her retirement.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 5th day of December, 2016.

Carl Krueger, Village President

Terry Boschert, Village Trustee

Jeff Baker, Village Trustee

Bob Oates, Village Trustee

Gary Springman, Village Trustee

Jamie Awe, Village Trustee

Tim Schilz, Village Trustee

Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

| |
|--|
| COMMITTEE: Brown Deer Village Board |
| ITEM DESCRIPTION: Portable Radios |
| PREPARED BY: Chief Michael Kass |
| REPORT DATE: November 30, 2016 |
| MANAGER'S REVIEW/COMMENTS: <input type="checkbox"/> No additional comments to this report. <input checked="" type="checkbox"/> See additional comments attached. |
| RECOMMENDATION: Authorize the purchase of ten portable radios, chargers and associated programming. |
| EXPLANATION: As part of the 2017 Capital Improvement Plan the Department proposed increasing the number of portable radios to facilitate individual issue. The portable radio is one of the most important devices carried by an individual officer as allows communication when in the field. The cost of the radios with necessary programming and accessories totals \$24,556. This is part of the previously approved 2017 CIP PD17-2 Police Protective Service Upgrade. |



serious mobility
when it matters most

Dave Feiler
11408 W. Lincoln Avenue
West Allis, WI 53227
D: 414-546-7625
C: 262-989-1310
dfeiler@baycominc.com

Village of Brown Deer
Police Department
Attn: Timothy Benway
1/3/2017

Revised

SUBJECT: APX6000 Portable Radio Model 2.5 / 01032017R1

**PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING**

| QTY | MODEL AND DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----|---|------------|-------------|
| 10 | H98UCF9PW6AN / APX6000 Portable Radio | \$1,100.00 | \$11,000.00 |
| 10 | Q806 / Astro Digital CAI | \$257.50 | \$2,575.00 |
| 10 | H38 / SmartZone Operation | \$600.00 | \$6,000.00 |
| 10 | Q361 / P25 9600 Baud Trunking | \$150.00 | \$1,500.00 |
| 10 | QA01767 / P25 Radio Authentication | \$50.00 | \$500.00 |
| 10 | H301 / Delete Clip | | \$0.00 |
| 10 | QA01648 / Advanced System Key - Hardware | \$2.50 | \$25.00 |
| | PMLN5657A / Leather Swivel Carrying Case | | \$0.00 |
| | PMLN6802A / Molded Nylon Swivel Carrying Case | | \$0.00 |
| 10 | PMMN4069A / Remote Spkr Mic with Audio Jack | \$77.60 | \$776.00 |
| 10 | SVC03SVC0123D / programming / MKE | \$59.00 | \$590.00 |
| 10 | SVC03SVC0123D / programming / WAUK | \$59.00 | \$590.00 |
| 10 | WPLN7080 / Single Unit Charger | \$100.00 | \$1,000.00 |
| | NNTN7073B / Multi Unit Charger w/ Display | \$1,080.00 | \$0.00 |
| | NNTN7038B / Spare Battery | \$113.60 | \$0.00 |

MOTOROLA TO INVOICE IN JANUARY 2017

EQUIPMENT COST: \$24,556.00
SHIPPING: \$0.00

PURCHASE PRICE: \$24,556.00

Payment With Order: NET 10 Days
Quotation Good for 30 Days.

Approved By:

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
All of the information listed on this proposal is confidential and proprietary information.
**If You Have Any Questions Please Contact Dave Feiler at 262-989-1310
or 414-546-7625**

Signature: 

Date: 11-29-16

VILLAGE BOARD MEETINGS

2017 Date Schedule

| |
|--------------------------------|
| January 2 (Holiday – Closed) |
| January 16 |
| February 6 |
| February 20 |
| March 6 |
| March 20 |
| April 3 |
| April 17 |
| May 1 |
| May 15 |
| June 5 |
| June 19 |
| July 3 (no meeting) |
| July 17 |
| August 7 |
| August 21 |
| September 4 (Holiday – Closed) |
| September 18 |
| October 2 |
| October 16 |
| November 6 |
| November 20 |
| December 4 |
| December 18 |

All meetings scheduled are on Monday and will meet in the Earl McGovern Board Room at 6:30 P.M.