

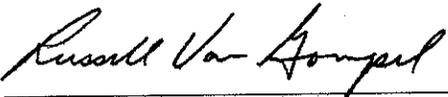
**VILLAGE BOARD MEETING**  
**Monday, June 18, 2012**  
**Earl McGovern Board Room, 6:30 P.M.**



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Public Hearing
  - A) Special Assessment – Arbon Drive & STH 100 Traffic Signals
- IV. Persons Desiring to be Heard
- V. Consideration of Minutes: June 4, 2012 – Regular Meeting
- VI. Committee Reports
  - A) Building Board - Trustee Weddle-Henning
  - B) Beautification Committee – Trustee Oates
  - C) Park and Recreation Committee – Trustee Springman
  - D) 4th of July Committee – Village President Krueger
  - E) Traffic and Public Safety – Trustee Boschert
    - 1) Ordinance No. 12-, “Escort License”
    - 2) Pedestrian Crossings of N. 60<sup>th</sup> Street at W. Tower and W. Fairlane
    - 3) Ordinance No. 12 - , “An Ordinance Amending Section 62-3 (2) and (3) of the Brown Deer Village Code Relating to Speed Limits” - North 60th Street
  - F) Library Board - Trustee Baker
  - G) Community Development Authority – Village President Krueger
  - H) Plan Commission – Village President Krueger
    - 1) Conditional Use Permit – Dance School, 9036 North 51st Street
    - 2) Conditional Use Permit – Utility Tower, 4545 West Brown Deer Road
  - I) Finance and Public Works Committee – Trustee Oates
    - 1) Replace Library Generator
    - 2) Library Plumbing Upgrades
    - 3) Ayres Contract Amendment No. 2012-04 – Original Village Streetscape
    - 4) Storm Water Public Education/Information – Sweet Water Request
    - 5) Consideration of Vouchers
  - J) Personnel Committee – Trustee Baker
- VII. Unfinished Business
  - A) Liquor License – Sons of Bob
- VIII. New Business
  - A) Waiving of 4th of July Concession Vendor Peddler and Food License Fees
  - B) Consideration of 4th of July License and Permit Applications and Waiving of Village of Brown Deer License and Permit Fees
  - C) Final Assessment Resolution for Costs for Modifications to the Arbon Drive & STH 100 Intersection
  - D) Resolution No. 12 - , “Approval of and Submittal of the CMAR Report for Activities of 2011”
  - E) Resolution No. 12 - , “Approving Amendment No. 7 to the North Shore Fire Department Agreement”
  - F) Resolution No. 12 - , “A Resolution to Provide Services as a Wireless 9-1-1 Public Safety Answering Point”
- IX. Committee Appointments/Trustee Assignments

- X. Village President's Report
- XI. Village Manager's Report
- XII. 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.
- XIII. Reconvene into Open Session for Possible Action on Closed Session Deliberations
- XIV. Adjournment

  
\_\_\_\_\_  
Russell Van Gompel, Village Manager  
June 14, 2012

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

In the Matter of the Special Assessment of  
Costs for Modifications to the Arbon  
Drive & STH 100 Intersection

**Notice of Public Hearing**

TO ALL WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE that on the 4th day of June, 2012, the Village Board of the Village of Brown Deer may adopt a preliminary resolution declaring its intention to assess the entire costs for modifications to the five stakeholders of the intersection at Arbon Drive & STH 100 in the Village of Brown Deer, and has directed the Village Manager to submit a report on said project.

PLEASE TAKE FURTHER NOTICE that the report of the Village Manager consisting of:

1. Plans and specifications for the modifications at said intersection.
2. An estimate of the entire cost of the modifications at said intersection.
3. A cost share formula used to determine the cost to each stakeholder benefitting from intersection modifications at said intersection.
4. A schedule of the proposed assessments against each parcel of real estate, which will be benefited by the said traffic signal.
5. A statement that the properties against which the assessments are proposed will be benefited by the modifications.

is on file in the office of the Village Clerk in the Village Hall and may be inspected during the normal weekday hours between 8:30 a.m. and 4:30 p.m. by any interested persons.

PLEASE TAKE FURTHER NOTICE that it is proposed that the entire costs for modifications shall be levied against the real estate benefited by said improvement as a special assessment tax, and that the special assessment tax shall be paid in the manner and at the time determined by the Village Board.

PLEASE TAKE FURTHER NOTICE that a public hearing shall be held before the Village Board of the Village of Brown Deer on Monday, June 18, 2012, at 6:30 p.m. at the Brown Deer Village Hall, 4800 West Green Brook Drive, Brown Deer, Wisconsin. The purpose of the public hearing is to record and allow the receipt of public comment on the proposed special assessments for the street lighting system.

PLEASE TAKE FURTHER NOTICE that at such time and place, any interested party may appear in person, or by attorney or agent, and be heard on this matter.

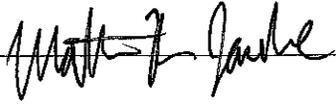
DATED this 4th day of June 2012.

BY ORDER OF THE VILLAGE BOARD  
OF THE VILLAGE OF BROWN DEER

\_\_\_\_\_  
Russell Van Gompel,  
Village Clerk



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION:</b> Village Board
<b>ITEM DESCRIPTION:</b> Public Hearing for a Special Assessment for Costs for Modifications relating to the Arbon Drive & STH 100 Intersection
<b>PREPARED BY:</b> Matt Janecke, Assistant Village Manager 
<b>REPORT DATE:</b> June 14, 2012
<b>VILLAGE MANAGER'S REVIEW/COMMENTS:</b> <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.

## EXPLANATION:

Village staff has been working in conjunction with business owners near the intersection of Arbon Drive and Brown Deer Road to have traffic signals established at the intersection. A cost share formula was determined based on 50% Acreage, 25% Traffic, and 25% Frontage. After a short presentation is made regarding costs, the cost share formula, and design, Staff will open up the public hearing for questions and comments. Attached with this document are the engineer's estimates, cost share formula, traffic count study, and accident information through April 26, 2012. Representatives from Traffic Analysis and Design and Kapur and Associates will be on hand to present the proposed design plans for the intersection and answer any questions that may come up.

## RECOMMENATION:

If supported, Staff is requesting a Special Assessment to cover the entire cost of the project.

W. Brown Deer Rd  
at Arbon Drive  
Intersection Improvements  
Milwaukee County  
Cost Estimate

Item Number	Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
204.0100	Removing Pavement	452	SY	\$4.50	\$2,034.00
204.0150	Removing Curb & Gutter	584	LF	\$3.00	\$1,752.00
204.0155	Removing Concrete Sidewalk	268	SY	\$4.50	\$1,206.00
204.0215	Removing Catch Basins	2	EACH	\$400.00	\$800.00
205.0100	Excavation Common	563	CY	\$7.50	\$4,222.50
213.0100	Finishing Roadway (project)	1	EACH	\$2,265.00	\$2,265.00
305.0120	Base Aggregate Dense 1 1/4-Inch	470	TON	\$12.00	\$5,640.00
320.0155	Concrete Base 9-Inch	560	SY	\$35.00	\$19,600.00
415.2000.S	Incentive Strength Concrete Pavement	500	DOL	\$1.00	\$500.00
416.0610	Drilled Tie Bars	300	EACH	\$8.00	\$2,400.00
416.0620	Drilled Dowel Bars	18	EACH	\$11.00	\$198.00
455.0105	Asphaltic Material PG58-28	1.7	TON	\$800.00	\$1,360.00
455.0115	Asphaltic Material PG64-22	6.7	TON	\$800.00	\$5,360.00
455.0120	Asphaltic Material PG64-28	1.3	TON	\$800.00	\$1,040.00
455.0605	Tack Coat	46	GAL	\$3.00	\$138.00
460.1103	HMA Pavement Type E-3	160	TON	\$60.00	\$9,600.00
460.2000	Incentive Density HMA Pavement	100	DOL	\$1.00	\$100.00
520.8000.S	Culvert Pipe Concrete Collar	2	EACH	\$500.00	\$1,000.00
601.0409	Concrete Curb & Gutter 30-Inch Type A	604	LF	\$15.00	\$9,060.00
601.0600	Concrete Curb Pedestrian	83	LF	\$25.00	\$2,075.00
602.0410	Concrete Sidewalk 5-Inch	1287	SF	\$3.25	\$4,182.75
602.0505	Curb Ramp Detectable Warning Field Yellow	64	SF	\$50.00	\$3,200.00
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	15	LF	\$43.00	\$645.00
611.0210	Manholes Type 3	1	EACH	\$2,800.00	\$2,800.00
611.0302	Inlets Type 2	2	EACH	\$1,200.00	\$2,400.00
611.0530	Manhole Covers Type J	2	EACH	\$400.00	\$800.00
611.0660	Inlet Covers Type WM	2	EACH	\$800.00	\$1,600.00
611.8110	Adjusting Manhole Covers	1	EACH	\$1,000.00	\$1,000.00
619.1000	Mobilization	1	EACH	\$35,000.00	\$35,000.00
620.0300	Concrete Median Sloped Nose	62	SF	\$6.00	\$372.00
625.0100	Topsoil	223	SY	\$2.50	\$557.50
628.1504	Silt Fence	300	LF	\$2.00	\$600.00
628.1520	Silt Fence Maintenance	300	LF	\$0.15	\$45.00
628.1905	Mobilizations Erosion Control	2	EACH	\$200.00	\$400.00
628.1910	Mobilizations Emergency Erosion Control	2	EACH	\$150.00	\$300.00
628.7010	Inlet Protection Type B	3	EACH	\$45.00	\$135.00
628.7015	Inlet Protection Type C	13	EACH	\$45.00	\$585.00
629.0210	Fertilizer Type B	0.2	CWT	\$45.00	\$9.00
631.0300	Sod Water	5.5	MGAL	\$28.00	\$154.00
631.1000	Sod Lawn	223	SY	\$3.50	\$780.50
634.0616	Posts Wood 4x6-Inch x 16 Ft.	4	EACH	\$60.00	\$240.00
637.0202	Signs Reflective Type II	50.66	SF	\$21.00	\$1,063.86
637.0204	Signs Reflective Folding Type II	44.76	SF	\$23.00	\$1,029.48
638.2102	Moving Signs Type II	13	EACH	\$60.00	\$780.00
638.2602	Removing Signs Type II	18	EACH	\$20.00	\$360.00
638.3000	Removing Small Sign Supports	10	EACH	\$20.00	\$200.00
638.4000	Moving Small Sign Supports	4	EACH	\$50.00	\$200.00
642.5001	Field Office Type B	1	EACH	\$2,200.00	\$2,200.00
643.0100	Traffic Control (project)	1	EACH	\$25,000.00	\$25,000.00
643.0300	Traffic Control Drums	1408	DAYS	\$0.40	\$563.20
643.0420	Traffic Control Barricades Type III	102	DAYS	\$0.60	\$61.20
643.0705	Traffic Control Warning Lights Type A	204	DAYS	\$0.25	\$51.00
643.0715	Traffic Control Warning Lights Type C	610	DAYS	\$0.25	\$152.50
643.0800	Traffic Control Arrow Boards	50	DAYS	\$25.00	\$1,250.00
643.0900	Traffic Control Signs	646	DAYS	\$0.55	\$355.30
643.0920	Traffic Control Covering Signs Type II	2	EACH	\$25.00	\$50.00
646.0106	Pavement Marking Epoxy 4-Inch	1965	LF	\$1.00	\$1,965.00
646.0126	Pavement Marking Epoxy 8-Inch	632	LF	\$2.00	\$1,264.00
646.0600	Removing Pavement Markings	735	LF	\$0.50	\$367.50
647.0166	Pavement Marking Arrows Epoxy Type 2	7	EACH	\$150.00	\$1,050.00
647.0176	Pavement Marking Arrows Epoxy Type 3	2	EACH	\$250.00	\$500.00
647.0356	Pavement Marking Words Epoxy	3	EACH	\$150.00	\$450.00
647.0456	Pavement Marking Curb Epoxy	71	LF	\$5.00	\$355.00
647.0566	Pavement Marking Stop Line Epoxy 18-Inch	161	LF	\$8.00	\$1,288.00
647.0726	Pavement Marking Diagonal Epoxy 12-Inch	161	LF	\$6.00	\$966.00
647.0766	Pavement Marking Crosswalk Epoxy 6-Inch	566	LF	\$5.00	\$2,830.00
649.0400	Temporary Pavement Marking Removable Tape 4-Inch	5416	LF	\$1.00	\$5,416.00
649.0801	Temporary Pavement Marking Removable Tape 8-Inch	200	LF	\$2.00	\$400.00
649.1200	Temporary Pavement Marking Stop Line Removable Tape 18-Inch	29	LF	\$6.00	\$174.00
649.1600	Temporary Pavement Marking Diagonal Removable Tape 12-Inch	107	LF	\$2.50	\$267.50
649.1800	Temporary Pavement Marking Arrows Removable Tape	2	EACH	\$100.00	\$200.00
649.2000	Temporary Pavement Marking Words Removable Tape	2	EACH	\$110.00	\$220.00
650.4000	Construction Staking Storm Sewer System	3	EACH	\$80.00	\$240.00

W. Brown Deer Rd  
at Arbon Drive  
Intersection Improvements  
Milwaukee County  
Cost Estimate

650.4500	Construction Staking Subgrade	159	LF	\$1.00	\$159.00
650.5000	Construction Staking Base	159	LF	\$1.00	\$159.00
650.5500	Construction Staking Curb Gutter and Curb & Gutter	687	LF	\$1.00	\$687.00
650.7000	Construction Staking Concrete Pavement	588	LF	\$1.00	\$588.00
650.8500	Construction Staking Electrical Installations	1	LS	\$1,000.00	\$1,000.00
650.9910	Construction Staking Supplemental Control	1	LS	\$500.00	\$500.00
652.0215	Conduit Rigid Nonmetallic Schedule 40, 1 1/4-Inch	15	LF	\$6.50	\$97.50
652.0225	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	185	LF	\$7.00	\$1,295.00
652.0235	Conduit Rigid Nonmetallic Schedule 40, 3-Inch	525	LF	\$8.00	\$4,200.00
652.0615	Conduit, Special, 3-Inch	740	LF	\$18.00	\$13,320.00
652.0800	Conduit Loop Detector	268	LF	\$4.00	\$1,072.00
653.0135	Pull Boxes, Steel, 24X36-Inch	2	EACH	\$500.00	\$1,000.00
653.0140	Pull Boxes, Steel, 24X42-Inch	11	EACH	\$600.00	\$6,600.00
654.0101	Concrete Bases, Type 1	5	EACH	\$525.00	\$2,625.00
654.0102	Concrete Bases, Type 2	1	EACH	\$650.00	\$650.00
654.0113	Concrete Bases, Type 13	4	EACH	\$3,800.00	\$15,200.00
654.0217	Concrete Control Cabinet Bases Type 9 Special	1	EACH	\$1,150.00	\$1,150.00
655.0220	Cable Traffic Signal 4-14 AWG	480	LF	\$1.25	\$600.00
655.0230	Cable Traffic Signal 5-14 AWG	360	LF	\$1.50	\$540.00
655.0260	Cable Traffic Signal 12-14 AWG	2115	LF	\$3.00	\$6,345.00
655.0305	Cable Type UF, 2-12 AWG Grounded	765	LF	\$1.50	\$1,147.50
655.0515	Electrical Wire, Traffic Signals, 10 AWG (Green)	1390	LF	\$1.00	\$1,390.00
655.0610	Electrical Wire, Lighting, 12 AWG	660	LF	\$1.00	\$660.00
655.0700	Loop Detector Lead In Cable	520	LF	\$1.75	\$910.00
655.0800	Loop Detector Wire	844	LF	\$1.00	\$844.00
656.0200	Electrical Service Meter Breaker Pedestal	1	LS	\$1,500.00	\$1,500.00
657.0100	Pedestal Bases	5	EACH	\$250.00	\$1,250.00
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1	EACH	\$300.00	\$300.00
657.0315	Poles Type 4	1	EACH	\$1,200.00	\$1,200.00
657.0420	Traffic Signal Standards Aluminum 13-FT	3	EACH	\$375.00	\$1,125.00
657.0425	Traffic Signal Standards Aluminum 15-FT	1	EACH	\$425.00	\$425.00
657.0430	Traffic Signal Standards Aluminum 10-FT	1	EACH	\$325.00	\$325.00
657.0609	Luminaire Arms Single member 4-Inch Clamp 6-Foot	2	EACH	\$300.00	\$600.00
657.1355	Install Poles Type 12	1	EACH	\$3,500.00	\$3,500.00
657.1360	Install Poles Type 13	3	EACH	\$3,500.00	\$10,500.00
657.1540	Install Monotube Arms 40-FT	3	EACH	\$1,500.00	\$4,500.00
657.1545	Install Monotube Arms 45-FT	1	EACH	\$1,500.00	\$1,500.00
657.1815	Install Luminaire Arms Steel 15-FT	4	EACH	\$250.00	\$1,000.00
658.0110	Traffic Signal Face 3-12 Inch Vertical	20	EACH	\$150.00	\$3,000.00
658.0115	Traffic Signal Face 4-12 Inch Vertical	2	EACH	\$200.00	\$400.00
658.0215	Backplates Signal Face 3 Section 12-Inch	20	EACH	\$50.00	\$1,000.00
658.0220	Backplates Signal Face 4 Section 12-Inch	2	EACH	\$65.00	\$130.00
658.0416	Pedestrian Signal Face 16-Inch	12	EACH	\$150.00	\$1,800.00
658.0500	Pedestrian Push Buttons	10	EACH	\$250.00	\$2,500.00
658.0600	LED Modules 12-Inch Red Ball	14	EACH	\$150.00	\$2,100.00
658.0605	LED Modules 12-Inch Yellow Ball	14	EACH	\$150.00	\$2,100.00
658.0610	LED Modules 12-Inch Green Ball	14	EACH	\$150.00	\$2,100.00
658.0615	LED Modules 12-Inch Red Arrow	8	EACH	\$150.00	\$1,200.00
658.0620	LED Modules 12-Inch Yellow Arrow	16	EACH	\$150.00	\$2,400.00
658.0625	LED Modules 12-Inch Green Arrow	2	EACH	\$150.00	\$300.00
658.0635	LED Modules Pedestrian Countdown Timer 16-Inch	12	EACH	\$200.00	\$2,400.00
658.5069	Signal Mounting Hardware	1	LS	\$1,500.00	\$1,500.00
659.0125	Luminaires Utility HPS 250 Watts	6	EACH	\$325.00	\$1,950.00
670.0100	Field System Integrator	1	LS	\$1,500.00	\$1,500.00
670.0200	ITS Documentation	1	LS	\$500.00	\$500.00
678.0200	Fiber Optic Splice Enclosure	1	EACH	\$250.00	\$250.00
678.0300	Fiber Optic Splice	9	EACH	\$100.00	\$900.00
678.0500	Communications System Testing	1	LS	\$500.00	\$500.00
690.0150	Sawing Asphalt	345	LF	\$2.00	\$690.00
690.0250	Sawing Concrete	1029	LF	\$2.50	\$2,572.50
SPV.0060.03	Relocating Fire Hydrants	1	EACH	\$2,000.00	\$2,000.00
SPV.0090.01	Hydrant Lead 6-Inch	11	LF	\$50.00	\$550.00
SPV.0105.01	Transporting Traffic Signal and Intersection Lighting Materials	1	LS	\$2,500.00	\$2,500.00
SPV.0105.02	Install Vendor Supplied Traffic Signal Cabinet	1	LS	\$2,500.00	\$2,500.00
SPV.0105.03	Vehicular Video Detection System	1	LS	\$24,000.00	\$24,000.00
SPV.0105.04	Install Fiber Optic Communications In Cabinet	1	LS	\$500.00	\$500.00

Yellow highlighted = traffic signal items

<b>SUBTOTAL 1</b>	<b>\$331,712.29</b>
WisDOT-furnished materials and labor	<b>\$18,000.00</b>
<b>SUBTOTAL 2</b>	<b>\$349,712.29</b>
Engineering and Contingencies @ %15	<b>\$52,456.84</b>
<b>PROJECT TOTAL</b>	<b>\$402,169.13</b>

**Brown Deer Road and Arbon Drive Traffic Signals: Proposed Cost Share Formula**

Badger Meter (BM)	
Acreege:	26.4 30.9%
Traffic:	229 14.2%
Frontage:	895,631 11.2%

Otto's (O)	
Acreege:	1.3 1.5%
Traffic:	243 15.1%
Frontage:	235.5 2.9%

Bank Mutual (BK)	
Acreege:	22.7 26.6%
Traffic:	237 14.7%
Frontage:	2743,627 34.3%

Rite Hite (RH)	
Acreege:	12.9 15.1%
Traffic:	84 5.2%
Frontage:	1398,44 17.5%

FIS/Metavante (FIS)	
Acreege:	22.1 25.9%
Traffic:	821 50.9%
Frontage:	2723,98 34.1%

Totals	
Acreege:	85.3 100.00%
Traffic:	1614 100.00%
Frontage:	7997,178 100.00%

Anticipated Total Project Cost = \$402,169.13

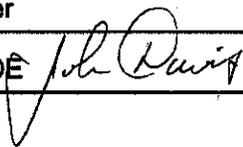
Stakeholder	50% Acreege + 25% Traffic + 25% Frontage	Cost Share Amt.	%	Stakeholder
FIS	$(201,084.56 * 25.9\%) + (100,542.28 * 50.9\%) + (100,542.56 * 34.1\%)$	\$137,541.84	34.2	FIS
BK	$(201,084.56 * 26.6\%) + (100,542.28 * 14.7\%) + (100,542.28 * 34.3\%)$	\$102,754.20	25.55	BK
BM	$(201,084.56 * 30.9\%) + (100,542.28 * 14.2\%) + (100,542.28 * 11.2\%)$	\$87,672.87	21.8	BM
RH	$(201,084.56 * 15.1\%) + (100,542.28 * 5.2\%) + (100,542.28 * 17.5\%)$	\$53,086.33	13.2	RH
O	$(201,084.56 * 1.5\%) + (100,542.28 * 15.1\%) + (100,542.28 * 2.9\%)$	\$21,113.88	5.25	O
		<u>\$402,169.12</u>	<u>100</u>	

Reasoning behind factors used in the cost share formula:

- Acreege:** This "standard" cost sharing figure is used since the amount of acreege has potential for increased size of a business & therefore more traffic
- Traffic:** The current traffic count determines a general usage figure but direction is "undertminable" therefore it is weighted lower
- Frontage:** This is a "standard" cost sharing figure similar to acreege. This is weighted lower to round out the formula.

**MEMORANDUM**

To: Jesse Theyes, Assistant Village Manager/Community Services Director  
Village of Brown Deer

From: John Davis, PE, PTOE 

Date: May 27, 2008

Project No.: 51-0167.00

Re: Traffic Counts for Business – Arbon Drive and Brown Deer Road

The purpose of this memorandum is to summarize the traffic counts collected at business driveways in the vicinity of Arbon Drive and Brown Deer Road. The traffic counts were collected by Ayres Associates on either May 13, 15 or 21, 2008 from 3 PM to 6 PM. Both entering and exiting traffic movements were counted at the following businesses:

- Metavante (4900 W. Brown Deer Rd) (4 driveways)
- Otto's Wine Cask (4600 W. Brown Deer Rd) (2 driveways)
- Badger Meter (4545 W. Brown Deer Rd) (2 driveways)
- Bank Mutual Headquarters (4949 W. Brown Deer Rd) (2 driveways)
- Bank Mutual branch (4801 W. Brown Deer Rd) (1 driveway)
- Rite Hite (8900 Arbon Dr) (2 driveways)

A map of the study area locations is included as an attachment.

**Data Collection**

Data collection was completed through the use of Hi-Star Traffic Counters which were placed at each driveway in the entering and exiting lane of traffic. These counters were affixed to the roadway surface through the use of Tapecoat M-860 Roadway Tape during the specified counting period. Upon completion of the traffic volume counts, the counters were removed from the roadway.

**Driveway Traffic Movements and Volumes**

From the collected traffic counts, the total hourly traffic volumes were processed for each driveway. **Table 1** is a summary of the total (in/out) hourly traffic volumes at each driveway within the scope of the project.

**Table 1 – Hourly Traffic Volumes for All Driveways**

Total Driveway Hourly Sums	Total Vehicles (in/out) per Period			Driveway Total
	3pm - 4pm	4pm - 5pm	5pm - 6pm	
Badger Meter Brown Deer Road Driveway	40	47	13	100
Badger Meter Main Driveway	55	56	18	129
Bank Mutual Back Driveway	12	3	19	34
Bank Mutual Brown Deer Road	29	64	70	163
Bank Mutual Branch Driveway	11	17	12	40
Metavante Arbon South Driveway	92	96	83	271
Metavante Arbon North Driveway	33	45	37	115
Metavante Green Brook Drive Driveway	23	45	30	98
Metavante Brown Deer Road Driveway	62	123	152	337
Rite Hite Main	9	13	10	32
Rite Hite Loading	11	25	16	52
Otto's West Driveway	40	54	55	149
Otto's East Driveway	25	20	49	94
<b>GRAND TOTALS</b>	<b>442</b>	<b>608</b>	<b>564</b>	<b>1614</b>

Being that the PM Peak Hour is primarily the hour in which the majority of motorists are returning home from their daily destinations, the exiting volumes at the driveways are larger in number as compared to the entering volumes.

**Individual Business Traffic Volumes and Percentages**

The Village of Brown Deer is interested in acquiring the individual traffic volumes for each of the following businesses with driveways located within the study area, summarized hourly and as a three hour total:

- Badger Meter
- Bank Mutual (Headquarters and Local Branch)
- Metavante
- Rite Hite
- Otto's Wine Cask

This information is summarized in **Table 2** into the percentage of total traffic, as compared to the total study area traffic, entering and exiting each business hourly and over the three hour study period.

**Table 2 – Total Business Entering and Exiting Volumes**

Business		Total Vehicles per Period			Business Grand Totals
		3pm - 4pm	4pm - 5pm	5pm - 6pm	
Badger Meter	Entrance	13	6	0	229
	Exit	82	97	31	
	<b>Total</b>	<b>95</b>	<b>103</b>	<b>31</b>	
Bank Mutual	Entrance	18	13	11	237
	Exit	34	71	90	
	<b>Total</b>	<b>52</b>	<b>84</b>	<b>101</b>	
Metavante	Entrance	65	56	43	821
	Exit	145	253	259	
	<b>Total</b>	<b>210</b>	<b>309</b>	<b>302</b>	
Rite Hite	Entrance	6	5	4	84
	Exit	14	33	22	
	<b>Total</b>	<b>20</b>	<b>38</b>	<b>26</b>	
Otto's Wine Cask	Entrance	19	20	30	243
	Exit	46	54	74	
	<b>Total</b>	<b>65</b>	<b>74</b>	<b>104</b>	
<b>GRAND TOTAL</b>		<b>442</b>	<b>608</b>	<b>564</b>	<b>1614</b>

**Table 3** displays the percentage of the total traffic volume throughout the study area that each business accumulates at its respective driveways. The percentages displayed are both entering and exiting volumes for each business during a given hour and over the three hour period.

**Table 3 – Business Traffic Volume Percentages**

Business	Total Vehicles per Period			Grand Total 3pm - 6pm
	3pm - 4pm	4pm - 5pm	5pm - 6pm	
Badger Meter	21%	17%	5%	<b>14%</b>
Bank Mutual	12%	14%	18%	<b>15%</b>
Metavante	47%	51%	54%	<b>51%</b>
Rite Hite	5%	6%	5%	<b>5%</b>
Otto's	15%	12%	18%	<b>15%</b>

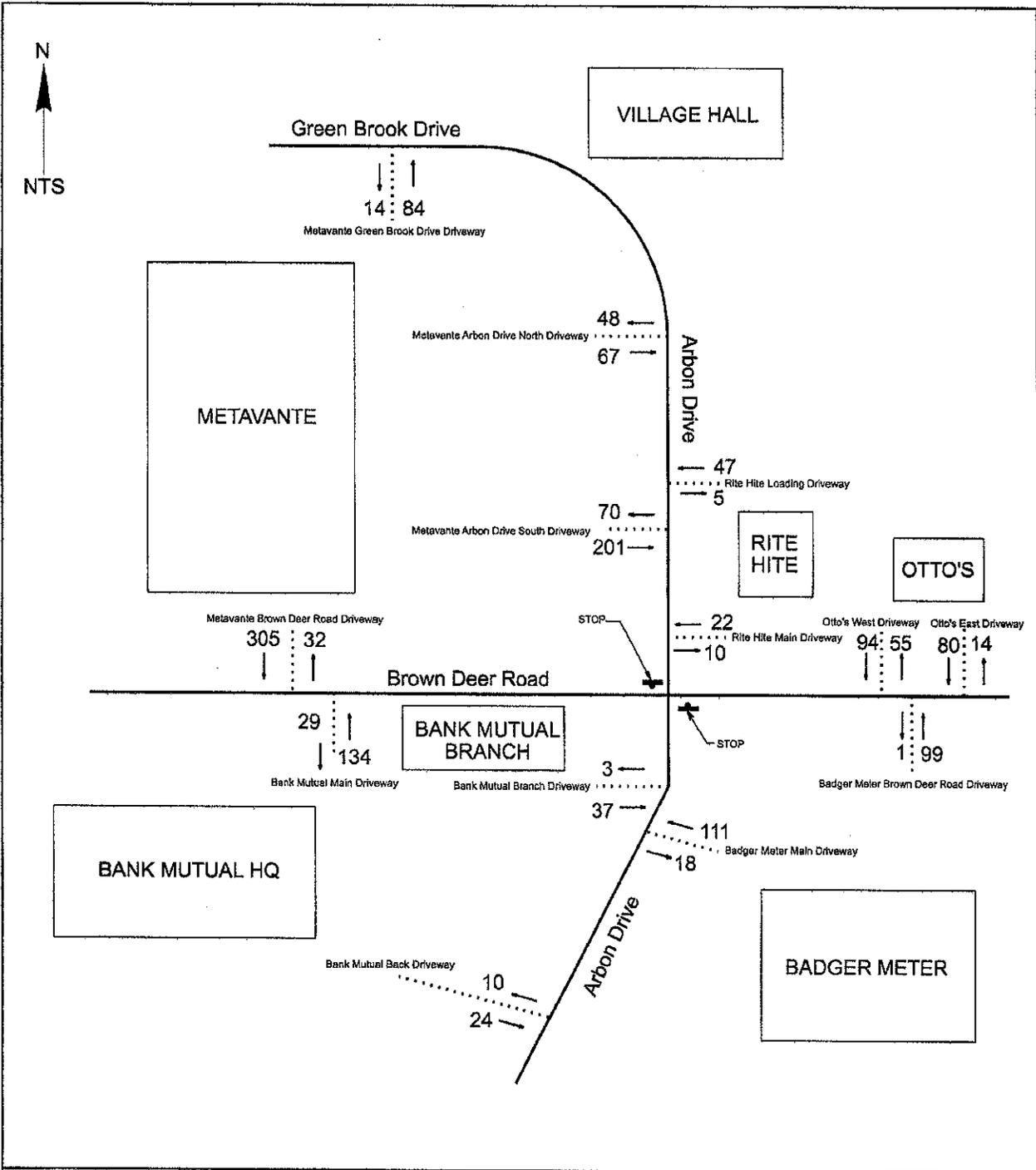
Ayres Associates has included as attachments the raw driveway count data collected as well as a map of the intersection displaying the specific driveways included in the traffic count.

**Exhibit 1**, also included as an attachment, displays the total three hour traffic volume for each intersection. This exhibit also defines the name used to identify each of the driveways included in the traffic count within this memorandum.

If you have any questions, please contact me at (262) 522-4905.

Thank you.

Attachments (2)



<p><b>AYRES ASSOCIATES</b></p>	<p>Village of Brown Deer Brown Deer Road and Arbon Drive Traffic Assessment</p>	<p>Traffic data collected from 3PM to 6PM on May 13th, 15th, and 21st</p>
<p>Project No. 51-0167.00 MAY 2008</p>	<p>Driveway Entrance and Exit Volumes Three Hour Total Traffic Volumes</p>	<p>EXHIBIT 1</p>

## **Matt Janecke**

---

**From:** Lisa M. Kumbier <lkumbier@bdpolice.org>  
**Sent:** Thursday, April 26, 2012 9:02 AM  
**To:** 'Matt Janecke'  
**Cc:** 'Steven C. Rinzel'  
**Subject:** accident information

Hello Matt,

Per your request, I have compiled the accident information for the intersection of Arbon Dr and Brown Deer Rd for the past three years;

2009 – 2 total (1 Injury and 1 property damage only)  
2010 – 4 total (2 injury and 2 property damage)  
2011 – 2 total (both property damage)

There are currently 0 accidents in 2012 at that location. Let me know if you need any additional information.

Lisa M. Kumbier  
Lieutenant of Police  
Brown Deer Police Department  
4800 West Green Brook Drive  
Brown Deer, WI 53223  
414-371-2900 (8AM - 8PM)  
414-371-2929 (Fax)

**BROWN DEER VILLAGE BOARD  
JUNE 4, 2012 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Village President Krueger at 6:34 P.M.

**I. Roll Call**

Present: Village President Krueger; Trustees: Baker, Boschert, Oates, Schilz, Springman, Weddle-Henning

Also Present: Russell Van Gompel, Village Manager; Matt Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Nate Piotrowski, Community Development Director; Larry Neitzel, Operations Superintendent;

**II. Pledge of Allegiance**

**III. Public Hearings**

**A) Special Assessment – Drainage Ditch Rehabilitation Project for North 37th Street**

Village President opened the public hearing at 6:36 p.m.

Mr. Neitzel stated the project is planned in accordance with the street repaving and watermain relay projects and is a continuation of the Cedarburg area project. Pelican Lane's ditches were completed as part of a previous project, which followed the Village policy.

Amy Witman, 8083 North 37th Street, inquired about the final estimate of the special assessment. Mr. Neitzel responded the estimate is slightly high allowing for possible expansion of residents driveways. Final bids have been received.

The public hearing was closed at 6:41 p.m.

**B) Special Assessment – TID #2 Street Lighting System**

President Krueger opened the public hearing at 6:42 p.m.

Mr. Van Gompel reviewed the proposed special assessment resolution and how the assessment will be applied. He noted the comments he received in opposition of the special assessment and provided background information on the six (6) other street lighting districts within the Village.

Norman Miller, 7818 North Teutonia Avenue, asked if the Village Board received the letter that was sent to Mr. Van Gompel on May 23, 2012. He stated that he does not object to paying taxes, but he objects to the special assessment for the street lighting system and maintenance costs. Mr. Miller does not see the benefit in having the lights that are rusting and falling apart.

Nick Sterling, 7649 North Teutonia Avenue, notes that Sterling True Value objects to the special assessment and commented that he pays too high of taxes for a small business that cannot afford a special assessment during this recession. Mr. Sterling added that he would like to know where Staff is coming up with the costs for the special assessment and touched on the fact that he has seen very little maintenance performed on the lights. He would like a detailed list of the costs for maintenance on the street lights. Mr. Van Gompel said the matter was reviewed by the Finance and Public Works Committee where a formula was approved for the assessment costs. A brief conversation ensued between Mr. Sterling and Mr. Van Gompel over property taxes and special fees.

Darlene Tulsa, 4102 West Bradley Road, voiced her objection to the special assessment because her property does not derive any benefit from the street lights.

Kim Starz Nicholas, 4715 West Bradley Road, objects to the special assessment and summarized her time on the Community Development Authority when the project was authorized, noting it was not the original intention of the Community Development Authority to have a special assessment pay for the street lighting costs. The purpose for the lighting was to show a distinction between Brown Deer and Milwaukee and promote a Tax Incremental Financing District.

Mike Morello of Beloit Beverage Company, 4059 West Bradley Road, explained the difficulty in trying to sell his property because of special assessments. He continued to inquire who put the assessment formula together due to an assessment fee be applied to his vacant parcel. Mr. Van Gompel replied, he and Mr. Neitzel created the formula, and every parcel receives the same fee regardless of the makeup. Mr. Van Gompel thanked Mr. Morello for his cooperation with the Village and public safety

Julia Lorentz, 4334 West Bradley Road, commented that her family has resided at 4334 West Bradley Road since 1946. She continued to read a letter she prepared for the Village Board mentioning the changes that have occurred over time to the area. Ms. Lorentz continued to state she is not in favor of the special assessment because the lighting is a public benefit and the cost for maintenance should be paid for by the entire Village.

Tom Butler, 7636 North Teutonia Avenue, stated his business does not benefit from the street lighting because it is not open when the lights are operating.

Rolan Davis, 7751 North Teutonia Avenue, commented that the special assessment is unfair because the costs to maintain the lights are being paid for by a few property owners who did not originally ask for them.

Jill McNutt, 7651 North Teutonia Avenue, commented on the difficult economic times and that this is a time for us to come together in order to make it through this troubling time. She further commented that it appears the Village is taking a stance against the businesses.

Mr. Miller questioned the legality of the special assessment formula. Attorney Fuchs addressed Mr. Miller's inquiry about the legality of the assessment by stating it can be challenged on the basis of providing "reasonable benefit".

The public hearing was closed by Village President Krueger at 7:05 p.m.

#### **IV. Persons Desiring to be Heard**

None.

#### **V. Consideration of Minutes: May 21, 2012 – Regular Meeting**

*It was moved by Trustee Weddle-Henning and seconded by Trustee Springman to approve the minutes of the May 21, 2012 regular meeting. The motion carried unanimously.*

#### **VI. Unfinished Business**

None.

**VII. New Business****A) Final Assessment Resolution for Ditch Rehabilitation Project for N. 37th Street**

*It was moved by Village President Krueger and seconded by Trustee Weddle-Henning to approve a final assessment resolution for the ditch rehabilitation project for North 37th Street. The motion carried unanimously.*

**B) Final Assessment Resolution for TID #2 Street Lighting**

Trustee Weddle-Henning noted the change in the area and the benefit at looking into this matter further. She suggested there may be other cost effective ways in maintaining the lights in the future. The Village President's conclusion of Trustee Weddle-Henning's comments are to table the matter.

Trustee Schilz commented on the six other street lighting districts in the Village. Mr. Van Gompel reiterated Trustee Schulz's' comments, and also discussed the other street lighting districts that have street lighting special assessments on residential properties. Other street lighting special assessments cover the operating costs and maintenance.

A short discussion occurred over the history of the creation of the existing street lighting districts.

*It was moved by Trustee Weddle-Henning and seconded by Trustee to table the item for more discussion from the Finance and Public Works Committee. The motion carried unanimously.*

Trustee Springman asked Staff to provide more history about the six established street lighting special assessments to the Finance and Public Works Committee.

Attorney Fuchs clarified for the audience the matter has been tabled and is being reviewed further by the Finance and Public Works Committee before coming back to the Village Board for a decision.

**C) Preliminary Assessment Resolution for Arbon Drive Signal Lights**

Mr. Van Gompel noted that this will be a discretionary decision and discussed the number of hurdles that have held up the project. Staff is recommending a public hearing for June 18, 2012.

Attorney Fuchs commented on the number of hurdles that have prolonged the project. He continued to discuss the legal issues regarding the taking of land required for right-of-way.

Trustee Weddle-Henning inquired if staff has spoken with the stakeholders recently. Mr. Janecke replied he has had conversations with the stakeholders during the last several months.

Trustee Weddle-Henning further inquired about the maintenance costs for the traffic signals and asked staff to inform the Village Board before the next meeting how the maintenance costs will be paid.

*It was moved by Trustee Schilz and seconded by Trustee Oates to adopt Preliminary Resolution No. 12-  
,"In the Matter of the Special Assessment of Costs for Modification to the Arbon Drive & STH 100  
Intersection. The motion carried 6-1, with Trustee Weddle-Henning Voting in Opposition.*

**D) Liquor License Applications for 2012-2013**

Mr. Van Gompel provided a summary of the applications, and stated this is the annual review and approval of the licenses to sell intoxicating liquor and adult beverages. Staff is recommending that all the applications move forward; however, one proprietor has violated their Conditional Use Permit which may be brought to the Village Board in the future.

Trustee Baker asked if the number of calls for service at the establishment will prohibit the proprietor from keeping their conditional use permit. Mr. Van Gompel explained there may be a hearing on the matter sometime in June.

*It was moved by Trustee Schilz and seconded by Trustee Baker to approve all the Liquor License Applications with the exception of Sons of Bob, LLC. The motion carried unanimously.*

**E) An Ordinance Amending Section 2-246 of the Brown Deer Village Code Relating to Appointment and Term of Office of Village Attorney**

Attorney Fuchs explained the initial intention when hiring a Village Attorney was to have an indefinite term in office and explained the amendment is merely matching the intentions of the Village Board with the Village Code.

Trustee Schilz inquired about a financial review with compensation to the term. Attorney Fuchs mentioned he amended the resolution to take into account compensation when the new term which is set to begin with the New Year.

*It was moved by Village President Krueger and seconded by Trustee Schilz to adopt Ordinance No. 12-; "An Ordinance Amending Section 2-246 of the Brown Deer Village Code Relating to Appointment and Term of Office of Village Attorney". The motion carried unanimously.*

**VIII. Committee Appointments/Trustee Assignments**

None.

Attorney Fuchs reviewed the matter from the Village Board agenda on May 21, 2012 regarding the rotation of trustee committee assignments.

**IX. Village President's Report**

Village President Krueger reported on the following:

- Milwaukee Metropolitan Sewerage District receiving the 2012 U.S. Water Prize for watershed-based approaches toward water sustainability
- Dedication of the new dispatch center
- Participating in a meeting with the NSFD to determine the funding formula

**X. Village Manager's Report**

Mr. Van Gompel reported on the following:

- Recall Election on June 5, 2012
- Staff discussion regarding a Business Improvement District along Brown Deer Road
- Public Policy Forum being held on June 19, 2012
- Grant Awarded for the road repair in the Original Village
- Mary Buckley's last meeting as a reporter for the North Shore Now

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

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

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 8:06 p.m. The motion carried unanimously.*

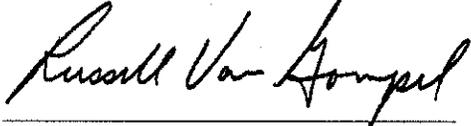
*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to reconvene into Open Session at 9:55p.m. The motion carried unanimously.*

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

*It was moved by Trustee Springman and seconded by Trustee Oates to precede moving to trial for the right of way and to inform the project bid winner the project will not be moving forward in 2012. The motion passed 6-0, with Trustee Weddle-Henning Abstaining.*

**XIII. Adjournment**

*It was moved by Trustee Springman and seconded by Trustee Oates to adjourn at 9:59 p.m. The motion carried unanimously.*

  
\_\_\_\_\_  
Russell Van Gompel, Village Manager

**BROWN DEER BEAUTIFICATION COMMITTEE  
JUNE 12, 2012 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Chairperson Sandy Manning at 6:33 p.m.

**I. Roll Call**

Present: Trustee Bob Oates; Angie Baltz, Julie Cook-Quirk, Beverly Lieven, Sandy Manning, Elizabeth Smith

Also Present: Jill Kenda-Lubetski, Executive Secretary/Deputy Clerk

**II. Election of Chairperson**

Ms. Kenda-Lubetski opened the floor for nominations of Chairperson. *It was moved by Beverly Lieven to nominate Sandy Manning for Committee Chairperson for 2012-2013. The nomination was seconded by Trustee Oates.* Ms. Kenda-Lubetski called for further nominations. *With no further nominations, the motion carried unanimously.*

**III. Persons Desiring to be Heard**

Ms. Kenda-Lubetski, assisting the 4th of July Committee, offered raffle tickets for members to sell to assist with fund raising for the annual Independence Day celebration.

**IV. Consideration of Minutes: May 10, 2012 - Regular Meeting**

*It was moved by Angie Baltz and seconded by Julie Cook-Quirk to approve the May 10, 2012 regular meeting minutes. The motion carried, with Sandy Manning and Trustee Oates abstaining.*

**V. Review of Submitted Landscape Plans**

A) New Office/Retail Building, 5506-5530 West Brown Deer Road

Domenic Ferrante, representing Briohn Construction, was in attendance to answer any questions about the landscape plans for the new office/retail building to be located at 5506-5530 West Brown Deer Road. The focus of the design is for multi-tenant occupancy, with Concentra already leasing space, and the remainder of the area available for other tenants. He also stated that the plan is aesthetic to the building. The plans also enhance the pond area and include dense edge plantings as a barrier.

Ms. Manning inquired if the pond will be dry or wet with water standing in the retention pond. Mr. Ferrante stated both.

Ms. Manning asked about the placement of snow. Mr. Ferrante stated that they will be moving snow around, but it will be mainly located in the southeast and southwest corners as well as some on the west side of the property.

Trustee Oates asked Mr. Ferrante who he actually worked for. Mr. Ferrante stated he works for the Briohn Design Group, who is working for The Barry Company (the landlord) on this project.

Ms. Cook-Quirk inquired if the wildflower area on Brown Deer Road was a wetland area.

Trustee Oates wanted confirmation that a fence will not be located on the property and that it will be all natural plantings in the pond not to exceed 3 to 4 feet. Mr. Ferrante confirmed that there will be no fence.

Trustee Oates also expressed a concern that there is sufficient drainage in the pond. He expressed a concern that standing, stagnant water attracts mosquitoes.

Mr. Manning opined that she really liked the variety of trees in the plan. Mr. Ferrante stated that Dave Heller, landscape architect, of Heller & Associates LLC, drew up the plans.

Trustee Oates inquired what is the plan if some of the plants die and do not survive over the winter the first year. Mr. Ferrante stated that all plants/shrubs have a one year warranty. He also stated that if they do not survive, the plants will be replaced with a like or very similar plant.

*It was moved by Julie Cook-Quirk and seconded by Beverly Lieven to approve the landscape plans as presented for the new office/retail building to be located at 5506-5530 West Brown Deer Road. The motion carried unanimously.*

## **VI. Report of Staff/Committee Members**

Ms. Lieven stated that one of the Musclewood trees planted for the 2011 Arbor Day event is dying. Ms. Lieven was instructed to notify the Department of Public Works about this.

It was the consensus to add the September Award Recognition Event to the July meeting agenda to begin planning this year's event.

## **VII. Unfinished Business**

### **A) Arbor Day/Earth Day/Keep Greater Milwaukee Beautiful Clean-Up Day**

Ms. Kenda-Lubetski asked if a letter of appreciation was published in The North Show Now. Ms. Lieven, Ms. Manning and Ms. Cook-Quirk will coordinate preparing a letter for the newspaper.

Trustee Oates reported that approximately 50 people attended, the sound system was adequate, and Ms. Cook-Quirk did a great job with the Mugs of Hugs for Mom promotion.

Overall, it was the consensus that we had another successful event.

Ms. Cook-Quirk stated that we need to meet in February so that we can start planning and promoting the event. She also stated that she believes one person should be in charge of coordinating the day's events and activities.

Ms. Lieven reported that 28 bags of trash were picked up. She also reported that the schools had other clean up days and a report on how much trash was collected was provided directly to KGMB.

Ms. Cook-Quirk offered to calendar a schedule of events for this day. This will allow for future planning and for new members.

Ms. Cook-Quirk inquired if we could have a "Free Recycle Day" with Veolia.

Ms. Lieven stated we should coordinate the "Free Shredding Day" that is sponsored by Westbury Bank with our day of activities.

**B) Landscape Awards**

The first set of winners selected are: Tri-City National Bank, 4295 West Bradley Road, for the commercial property. The three residential property winners are: 8623 North 51st Street, 5261 West Joleno Lane, 8260 North 37th Street.

Ms. Cook-Quirk will deliver the yard sign, congratulatory letter and coupon book to the commercial winner on Saturday, June 16th. Ms. Cook-Quirk and Ms. Baltz will coordinate the placement and delivery of the same with the first set of residential winners on Sunday, June 17th.

Ms. Kenda-Lubetski will provide the names of the owners for the three residential property winners.

**C) Adopt-A-Flowerbed Areas and Signage**

Ms. Kenda-Lubetski reported that Sarah Bork has adopted a newly created area on the median of Fairy Chasm Circle.

With Mr. Neitzel's absence, no report or update was provided on the new signage. Ms. Manning will contact him and email the status of signage to members.

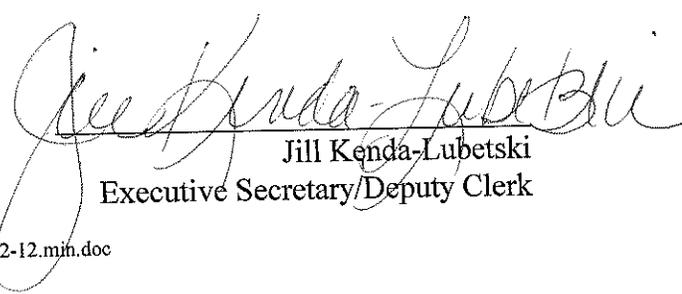
Ms. Cook-Quirk inquired if the Department of Public Works could water the Adopt-A-Flowerbed areas. Ms. Kenda-Lubetski will check with the Superintendent of Public Works.

**VIII. New Business**

None.

**IX. Adjournment**

*It was moved by Julie Cook-Quirk and seconded by Trustee Oates to adjourn. The motion carried unanimously at 7:52 p.m.*



Jill Kenda-Lubetski  
Executive Secretary/Deputy Clerk

**BROWN DEER TRAFFIC AND PUBLIC SAFETY COMMITTEE  
JUNE 7, 2012 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WISCONSIN**

The meeting was called to order by Trustee Boschert at 6:31 PM.

I. ROLL CALL

Present: Trustee Boschert, Trustee Weddle-Henning, Roger Gordon, Mike Kass, Alicia Lemke, Bob Wazniak, Neil Wood

Also Present: Steven C. Rinzel, Chief of Police; Lisa Kumbier, Lieutenant of Police; Larry Neitzel, Superintendent of Public Works; Nancy Hoppe, Executive Secretary to Chief of Police

II. PERSONS DESIRING TO BE HEARD

Jamie Awe, 6287 West Villa Lane. Mr. Awe stated that he has lived in the area for many years and has looked at all the suggested plans for changes on North 60<sup>th</sup> Street. He believed some of the data that was collected was not done "after hours" and it was done during school hours. He further stated that North 60<sup>th</sup> Street was a fairly busy street with many walkers and bikers. Mr. Awe stated that the area was a heavily traveled area and will be considered the gateway to the school campus and he opined the area should be considered for a 30 mile per hour zone.

III. CONSIDERATION OF MINUTES: March 8, 2012 Meeting

*It was moved by Trustee Weddle-Henning, and seconded by Mr. Wazniak to approve the March 8, 2012 meeting minutes. The motion carried unanimously.*

IV. REPORT OF STAFF/COMMITTEE MEMBERS

Chief Rinzel reported that the police department recently finished its re-accreditation process in May. He further reported that Lieutenant Kumbier and Sergeant Koeppel completed the large task on behalf of the department in an exemplary manner.

Chief Rinzel reported he and Lieutenant Kumbier attended the grand opening of the Bayside Communications Center. Trustee Weddle-Henning inquired how the new procedures were working and Chief Rinzel advised there were some growing pains that were to be expected and the transition is a work in progress. Mr. Gordon inquired if the time frame, in which a call is received, dispatched and officer on scene is recorded. Chief Rinzel stated that the information would be recorded by the Bayside Communications Center.

V. UNFINISHED BUSINESS

- A. Review of North 60<sup>th</sup> Street Issues  
- Possible information from May 7, 2012 Village Board Meeting.

Chief Rinzel opined one of his main concerns was the speed limit in the area. He stated he would like to see the speed limit 30 miles per hour from West Bradley Road north to West County Line Road. Trustee Boschert stated the main concern expressed during the public hearing held at the Middle School was the excessive speeding on the roadway. Discussion ensued with possibly speaking with Milwaukee for their city to continue the 30 mph southbound to West Florist Avenue. When asked about sign change-out concerns, Mr. Neitzel advised when the new signage is installed; it is flagged for a three month period of time.

*It was moved by Trustee Weddle-Henning, and seconded by Mr. Kass to recommend to the Village Board a reduction of the speed limit from 35 miles per hour (mph) to 30 mph on North 60<sup>th</sup> Street from West Bradley Road to West County Line Road. The motion passed unanimously.*

*It was moved by Mr. Wazniak, and seconded by Mr. Gordon to recommend to the Village Board removal of the Milwaukee County Transit bus stops at West Tower Avenue and West Fairlane Avenue on North 60<sup>th</sup> Street both north and southbound. It was further recommended that a nearside bus stop be requested through Milwaukee County Transit to be installed at West Bradley Road at North 60<sup>th</sup> Street. The motion passed unanimously.*

Larry Neitzel stated that during the public hearing there were a lot of conflicted opinions with the suggestion of creating a cul-de-sac on West Tower Avenue at North 60<sup>th</sup> Street. Discussion of a three-way stop at West Tower Avenue and North 60<sup>th</sup> Street took place. Mr. Neitzel stated the intersection did not meet the warrants for that signage. Mr. Neitzel presented the diagram with necking down options and explained how that option would work on North 60<sup>th</sup> Street. The committee opined that the roadway changes could be done over a period of time; and residents and transients in the area would be eased into changes in the area.

*It was moved by Mr. Gordon, and seconded by Mr. Wazniak to recommend to the Village Board the moving of the crosswalks from the south side to the north side of West Tower Avenue; recommend approval of the necking down options as prepared by Larry Neitzel and the addition of electronic signage in the area of North 60<sup>th</sup> Street at West Tower Avenue. The motion carried unanimously.*

*Further, it was the consensus of the committee to keep other recommendations available for review in a six month period of time when the aforementioned recommendations are implemented.*

## VI. NEW BUSINESS

### A. Escort License Ordinance

Chief Rinzel stated the department has been monitoring the hotels in the Village for utilization of escort services. He further reported that escort services have been advertised on-line as services that can be supplied in the Village of Brown Deer. Chief Rinzel stated the purpose of the ordinance would be a deterrent for escort services in the Village of Brown Deer. Trustee Boschert inquired how this ordinance would assist the department in this area. Chief Rinzel advised it would be a deterrent through issuance of tickets and/or licensing. Lieutenant Kumbier advised the fee would be \$500 for the license and renewal fees.

*It was moved by Mr. Kass, and seconded by Mr. Wazniak to recommend to the Village Board to approve an ordinance creating Article 10, Section 14-511 through 14-526 of the Brown Deer Village Code Relating to Escort Services. The motion carried unanimously.*

VII. ADJOURNMENT

*It was moved by Mrs. Lemke, and seconded by Mr. Kass to adjourn at 8:01 PM. The motion carried unanimously.*



\_\_\_\_\_  
Steven C. Rinzel, Chief of Police



## REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Proposed Ordinance – Escort/Escort Service Licensing
<b>PREPARED BY:</b>	Steven C. Rinzel, Chief of Police
<b>REPORT DATE:</b>	June 11, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<i>x No Additional Comments RV. Rinzel</i>
<b>RECOMMENDATION:</b>	Approval of Proposed Ordinance
<b>EXPLANATION:</b>	This is being recommended as a tool to be utilized by the officers when investigating complaints regarding escorts or escort services operating in the Village. These types of services are commonly fronts for prostitution and occur primarily in hotels. Prostitution is difficult to prove when investigating these types of complaints. However, if an escort license is required, these problems can be mitigated through investigation and enforcement of this type of ordinance.

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance Creating Article 10, Section 14-511 through 14-526 of the Brown Deer Village Code Relating to Escort Services

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

**SECTION I**

Sections 14-511 through 14-526 of the Brown Deer Village Code Relating to Escort Services are hereby created to provide as follows:

**ARTICLE X. ESCORT SERVICES**

Sections:

- 14-511 Definitions.
- 14-512 Exemptions.
- 14-513 License required.
- 14-514 License application.
- 14-515 Service license—Issuance standards.
- 14-516 Display of service license.
- 14-517 Escort license required for employees.
- 14-518 Escort license application.
- 14-519 Escort license—Issuance standards.
- 14-520 Display of escort license.
- 14-521 Restrictions on corporate licenses.
- 14-522 Sale or transfer of interest in escort service.
- 14-523 Responsibilities of licensees.
- 14-524 License renewal.
- 14-525 Suspension or revocation of license.
- 14-526 Violations—Penalties.

**Sec. 14-511. Definitions**

The terms used in this chapter shall be defined as follows:

“Escort” includes any person who, for a fee, commission, salary, hire, profit, payment or other monetary consideration accompanies or offers to accompany another person to or about social

affairs, entertainments or places of amusement or consorts or otherwise associates or keeps company with another person about any place of public resort or within any private quarters.

“Escort service” includes service provided by any person who, for a fee, commission, salary, hire, profit, payment or other monetary consideration, furnishes or offers to furnish names of persons, or who introduces, furnishes or arranges for persons who may accompany other persons to or about social affairs, entertainments or places of amusement, or who may consort or otherwise associates or keeps company with others about any place of public resort or within any private quarters.

“Operator” means any person, partnership, corporation or other organization operating, conducting, maintaining or owning any escort service.

#### **Sec. 14-512. Exemptions.**

This section does not apply to businesses, agencies and persons licensed by the State or the Village pursuant to a specific statute or ordinance, and employees employed by a business so licensed, and which perform an escort or an escort service function as a service merely incidental to the primary function of such profession, employment or business and which do not hold themselves out to the public as an escort or an escort service.

#### **Sec. 14-513. License required.**

- (a) No person may engage in, conduct or carry on the operation or maintenance of an escort service without first obtaining a valid escort service license issued under this chapter.
- (b) A license may be issued only for one escort service located at a fixed and certain place. Any person desiring to operate more than one escort service must have a license for each escort service.
- (c) All escort services existing in the Village at the time of the adoption of this chapter must submit an application for a license within sixty (60) days of the adoption of this chapter.

#### **Sec. 14-514. License Application**

- (a) Any person desiring to obtain an escort service license shall pay the required fee of five hundred dollars (\$500.00) to defray the costs of administration and investigation of the application.

(b) Any person desiring an escort service license shall file a written application with the Village Clerk on a form provided by the Clerk's office. The information provided to the Clerk shall be provided under oath.

(1) Corporations. If the applicant is a corporation, the name of the corporation shall be set forth exactly as set forth in its articles of incorporation, together with the date and state of incorporation, the name and residence address of each of its officers, directors and each stockholder holding five percent or more of the stock or beneficial ownership of the corporation. The application shall also be verified by an officer of the corporation.

(2) Partnership. If the applicant is a partnership, the application shall set forth the name of the partnership and the name and residence address of each of the partners, including limited partners, and shall be verified by each partner. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply to the corporate partner.

(3) Others. If the applicant is neither a corporation nor a partnership, the application shall set forth the true full name and residence address of the applicant and shall be verified by the applicant. The application shall also include any other name by which the applicant has been known during the previous five years.

(c) The application also shall set forth the proposed place of business of the escort service by business address, including suite number, and not by post office box, and shall contain a description of the nature and scope of the proposed business operation. In addition, the following information shall be furnished concerning the applicant if an individual; concerning each officer and director and all stockholders who own five percent or more of the stock or beneficial ownership if the applicant is a corporation; concerning each partner, including limited partners, if the applicant is a partnership:

(1) The previous residence address, if any, for a period of three (3) years immediately prior to the date of application and the dates of such residence;

(2) Written proof that the individual is at least eighteen (18) years of age;

(3) A complete set of fingerprints;

(4) The business, occupation or employment history for three (3) years immediately preceding the date of application, including, but not limited to, whether such person previously operated under any permit or license in another Village in this or another state and whether any such permit or license had ever been suspended or revoked;

(5) All convictions in any state or federal court within the past five (5) years, including municipal ordinance violations, exclusive of traffic convictions, with a brief statement of the nature of the convictions and the jurisdiction in which the convictions occurred;

(6) All pending criminal charges in any state or federal court, with a brief statement of the nature of the pending charges and the jurisdiction in which the charges are pending;

(7) The names of persons who will have custody of the business records at the business location;

(8) The name and address of the person who will be the agent for service of process.

(d) The Village Clerk shall notify the Chief of Police, the Chief of the North Shore Fire Department, the Building Inspector and the Board or its designee of any escort service license application and these officials shall inspect or cause to be inspected each such application and the premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto. These officials shall furnish to the Village Board, in writing, the information derived from such investigation and a statement as to whether the applicant and the premises meet the requirements of the Departments for whom the officer is certifying within ten days of receipt of notice from the Village Clerk. No license shall be renewed without a reinspection of the premises.

(e) Within thirty (30) days of receiving an application for a license, the Village Board shall grant or deny a license to the applicant. The Village Clerk shall notify the applicant whether the application is granted or denied.

(f) Whenever an application is denied, the Village Clerk shall advise the applicant, in writing, of the reasons for such action. If the applicant requests a hearing within ten days of receipt of notification of denial, a public hearing shall be held within ten days thereafter before the Village Board.

(g) Failure or refusal of the applicant to give any information relevant to the application, failure or refusal to appear at any reasonable time and place for examination under oath regarding the application or refusal to submit to or cooperate with regard to any information required by this section shall constitute an admission by the applicant that he is ineligible for such license and shall be grounds for denial.

#### **Sec. 14-515. Service license—Issuance standards.**

The Board shall issue an escort service license if it finds that:

(a) The required fee has been paid;

- (b) The application conforms in all respects to this chapter;
- (c) The applicant has not knowingly made a material misstatement in the application;
- (d) The applicant has fully cooperated in the investigation of his application;
- (e) The escort service, as proposed by the applicant, would comply with all applicable laws, including, but not limited to, the Village's building and zoning codes;
- (f) The applicant has not had an escort service license or permit or other similar license or permit revoked or suspended in this state or any other state within three (3) years prior to the date of application;
- (g) The applicant, if an individual; any of the stockholders holding five percent (5%) or more of the stock or beneficial ownership of the corporation; and any officers, agents or directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership, does not, at the time of application, have pending any criminal charge for, or within five years prior to the date of application has not been convicted of any offense involving dishonesty, fraud, deceit, robbery, the use or threatened use of force or violence upon the person of another, or sexual immorality under Ch. 944, Wisconsin Statutes, as amended, or other offenses subject to § 111.335, Wisconsin Statutes, as amended;
- (h) The applicant, if a corporation, is licensed to do business and is in good standing in the state;
- (i) All individual applicants; all stockholders holding five percent (5%) or more of the stock or beneficial ownership, directors and officers, if the application is a corporation; and all partners, including limited partners, if the applicant is a partnership, are at least eighteen (18) years of age.

**Sec. 14-516. Display of service license.**

The escort service license shall be displayed in a conspicuous public place in the escort service's place of business.

**Sec. 14-517. Escort license required for employees.**

(a) No person may work or perform services as an escort in the Village, either individually or while working for an escort service, unless the person has first obtained a valid escort license issued under this section.

(b) All persons working or performing services as an escort in the Village at the time of the passage of this section shall submit an application for a license within sixty (60) days of the adoption of this section.

**Sec. 14-518. Escort license application.**

(a) Any person desiring to obtain an escort license shall pay the required fee of five hundred dollars (\$500.00) to defray the costs of administration and investigation of the application.

(b) Any person desiring an escort license shall file a written application with the Village Clerk on a form to be provided by the clerk's office. The information provided to the clerk shall be provided under oath. Any applicant for an escort license shall furnish all information required by Section 14-514(c)(1) through (6) as well as a description of the applicant's height, weight, color of eyes and color of hair. The applicant shall provide two passport-size color photographs at least one inch by one inch taken within three months of the date of application. In addition, the applicant shall identify by name and address the escort service at which the applicant is currently working, if any, or at which the applicant expects to be employed.

(c) Applications for an escort license shall be referred to the Chief of Police who shall cause an investigation to be made of the applicant and report the findings of the investigation to the Village Board within ten (10) days of receipt of notice from the Village Clerk.

(d) Within thirty (30) days of receiving an application for an escort license, the Village Board shall grant or deny a license to the applicant. The Village Clerk shall notify the applicant whether the application is granted or denied.

(e) Whenever an application is denied, the Village Clerk shall advise the applicant, in writing, of the reasons for such action. If the applicant requests a hearing within ten (10) days of receipt of notification of denial, a public hearing shall be held within ten (10) days thereafter before the Village Board or its designee.

(f) Failure or refusal of the applicant to give any information relevant to the application, failure or refusal to appear at any reasonable time and place for examination under oath regarding the application or refusal to submit to or cooperate with regard to any information required by this section shall constitute an admission by the applicant that he is ineligible for such license and shall be grounds for denial.

**Sec. 14-519. Escort license—Issuance standards.**

The Board shall issue an escort license if it finds that:

(a) The required fee has been paid;

- (b) The application conforms in all respects to this chapter;
- (c) The applicant has not knowingly made a material misstatement in the application;
- (d) The applicant has fully cooperated in the investigation of his application;
- (e) The applicant has not had an escort license or permit or other similar license or permit revoked or suspended in this state or any other state within three (3) years prior to the date of application;
- (f) The applicant does not, at the time of application, have pending any criminal charge for, or within five (5) years prior to the date of application has not been convicted of, any offense involving dishonesty, fraud, deceit, robbery, the use or threatened use of force or violence upon the person of another, or sexual immorality under Ch. 944, Wisconsin Statutes, as amended, or other offenses subject to § 111.335, Wisconsin Statutes, as amended;
- (g) The applicant is at least eighteen (18) years of age.

**Sec. 14-520. Display of escort license.**

- (a) The Village Clerk shall issue an escort license on which there shall be the applicant's true first name, surname and middle initial, if any; the picture of the applicant; and the license number and the expiration date of the license. The license shall be in such form as to avoid alteration.
- (b) The certificate shall be carried on the person of the escort and shall be exhibited to any person, including law enforcement personnel, requesting to see it at any time while the person is engaged in acting as an escort.

**Sec. 14-521. Restrictions on corporate licenses.**

Any corporation holding an escort service license under this chapter shall report to the Village Clerk, in writing, within fifteen (15) days of the event described herein, any of the following:

- (a) Any change of officers of the corporation;
- (b) Any change in the membership of the board of directors of the corporation.

**Sec. 14-522. Sale or transfer of interest in escort service.**

Upon the sale or transfer of any interest in an escort service, the license shall be void. Any person desiring to continue to operate an escort service following sale or transfer shall apply for a license.

**Sec. 14-523. Responsibilities of licensees.**

(a) Every act or omission by an employee constituting a violation of the provisions of this section shall be deemed the act or omission of the escort service operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator's negligent failure to supervise the employee's conduct. The operator shall be punishable for such act or omission in the same manner as if the operator committed the act or caused the omission.

(b) Every act or omission by an escort, regardless of whether the escorts are employees, agents or independent contractors, shall be deemed the act or omission of the escort service operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator's negligent failure to supervise the escort's conduct. The operator shall be punishable for such act or omission in the same manner as if the operator caused such act or omission.

(c) No escort service operator may allow or permit any person to work as an escort for such escort service unless the person so employed has a valid escort license issued by the Village.

(d) No escort may work for any escort service operator unless the escort service operator has a valid escort service license issued by the Village.

(e) No escort service may conduct any business without maintaining on its premises a daily register containing the name of each escort currently employed or otherwise working for the escort service on the date in question, a duplicate of the escort license certificate required under Section 14-513 and the actual hours of employment of each escort for each day. The daily register shall be available during all business hours for inspection by law enforcement personnel.

(f) No person licensed as an escort or escort service may in any manner advertise its services as licensed by the Village.

**Sec. 14-524. License renewal.**

(a) Every license issued pursuant to this chapter will terminate at the expiration of one (1) year from date of issuance unless sooner revoked and must be renewed before operation is allowed in the following year. All applications for the renewal of escort service and escort licenses issued

by the Village shall be filed with the Village Clerk's office on a form to be provided by the Clerk no later than sixty (60) days prior to the expiration of the license. The renewal application shall contain such information and data, given under oath or affirmation, as is required for an application for a new license. Applications to renew licenses shall be processed by the Village in the same fashion as new applications.

(b) A license renewal fee of five hundred dollars (\$500.00) shall be submitted with the renewal application. In addition to the renewal fee, a late penalty of one hundred dollars (\$100.00) shall be assessed against any applicant who files for renewal less than sixty (60) days before the license expires. If the application is denied, one-half of the total fees collected shall be returned.

**Sec. 14-525. Suspension or revocation of license.**

(a) Any escort service or escort license may be suspended for not more than ninety (90) days or revoked by the Village Board for any of the following reasons:

- (1) Any of the grounds that would warrant the denial of the original application for the license;
- (2) Discovery that false or misleading information or data was given on any application or material facts were omitted from any application;
- (3) The operator or any employee of the operator or any escort employed by the operator violates any provision of this section or any rules or regulations adopted by the Village Board pursuant to this chapter; provided, however, that in the case of a first offense by an operator where the conduct was solely that of an employee or escort, the penalty shall not exceed a suspension of thirty (30) days if the Village Board shall find that the operator had no actual or constructive knowledge of such violation and could not, by the exercise of due diligence, have had such actual or constructive knowledge;
- (4) The licensee becomes ineligible to obtain a license or permit;
- (5) Any cost or fee required to be paid by this chapter is not paid.

(b) An escort service or escort license may be suspended or revoked after notice and hearing before the licensing committee of the Village Board to determine if grounds for such suspension or revocation exist. Notice of the hearing shall be in writing and may be served by certified mail addressed to the licensee at the current address of the licensee on file with the Village Clerk's office. The notice shall be served at least ten (10) days prior to the date of hearing. The notice shall state the grounds of the complaint against the licensee and shall designate the time and place where the hearing will be held.

(c) Any operator whose license is revoked shall not be eligible to receive a license for one (1) year from the date of revocation. No location or premises for which a license has been issued shall be used as an escort service for six (6) months from the date of revocation of the license.

**Sec. 14-526 Violations—Penalties.**

Any person who violates any provision of this subsection or who fails to obtain a license as required in this chapter shall, upon conviction, be subject to a minimum fine of not less than \$500.00 together with all applicable costs and surcharges, as well as any other penalty provided in Section 1-7 of the Village Code.

**SECTION II**

The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstance is held invalid, the remainder of the ordinance or the application of such other provisions to other persons or circumstances shall not be affected.

**SECTION III**

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

**SECTION IV**

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. 2012.

Countersigned:

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

\_\_\_\_\_  
Russell Van Gompel, Village Manager/Clerk



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board and Village Manager
<b>ITEM DESCRIPTION:</b>	Pedestrian Crossings N. 60 <sup>th</sup> at Tower and Fairlane and access to the School District Campus
<b>PREPARED BY:</b>	Larry Neitzel, Supt. of Public Works
<b>REPORT DATE:</b>	June 11, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input checked="" type="checkbox"/> No additional comments to this report. <i>R.V. Gonzalez</i> <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	This is to clarify actions approved and taken to-date and the recommendation of the Traffic and Public Safety Committee to the Village Board from their meeting of June 7, 2012.
<b>EXPLANATION:</b>	Attached to this memo is the staff memo on the study/analysis of the N. 60 <sup>th</sup> Street corridor and the area surrounding the School/Library Campus. The Committee had approved and recommended the following actions from the staff report. (numbers match original staff report)
	<ol style="list-style-type: none"><li>1) <b>THIS ITEM HAS BEEN IMPLEMENTED</b> -Establish a defined School Safety Zone bounding the School District campus for a distance of 300 feet from the campus property line. Add additional signage for enforcement of higher fines for traffic violations and conduct seasonal enforcement patrols (signage cost estimated at \$3,600). In addition, a pedestrian safety-training program should be developed and conducted yearly for all students and School District staff. Parents/residents should also be invited to the pedestrian safety training sessions.</li><li>2) <b>COMMITTEE RECOMMENDS APPROVAL AND REQUEST BE SENT TO MILWAUKEE COUNTY TRANSIT</b> - Remove the bus stops at Tower Ave. and Fairlane Ave. These stops are seldom used and create a higher potential for crashes with traffic cuing and pedestrian cross cutting the roadway.</li><li>3) <b>COMMITTEE RECOMMENDS APPROVAL WITH UNMARKED CROSSING IMPROVED</b> - Remove the crosswalk at Fairlane Avenue and have STUDENTS use Tower and Dean crossings (estimated \$950). <del>This crosswalk is underutilized and creates a higher potential for crashes.</del> PROVIDE TRAFFIC CALMING AND REDUCE CROSSING DISTANCE. SEE THE ATTACHED DIAGRAM.</li><li>4) <b>THE COMMITTEE RECOMMENDS THE APPROVAL AND IMPLEMENTATION OF THE STAFF PROPOSAL TO IMPROVE THE CROSSING CONDITION AT W. TOWER AVE. PER THE ATTACHED DIAGRAM. STAFF SHALL MONITOR THE INTERSECTION FOR POSSIBLE FUTURE CLOSURE IF/WHEN REQUIRED. THE BUS STOPS SHALL BE REMOVED AND THE CROSSWALK SHALL BE RELOCATED TO THE NORTH SIDE OF THE INTERSECTION AND THE ROADWAY OF N. 60<sup>TH</sup> STREET NARROWED TO PROVIDE A SHORTER CROSSING DISTANCE AND TRAFFIC CALMING. SIGNAGE AND PAVEMENT</b></li></ol>

MARKINGS SHALL BE PER ORIGINAL RECOMMENDATION.

~~Revise the N. 60<sup>th</sup> and Tower intersection with the removal of the bus stops of 2) above. Add R1-5 "Yield Here" pedestrian signs with triangular yield pavement markings. (estimated cost of signs in 1) above + and markings \$250. Addition of pedestrian activated "blinker" crosswalk signs to replace existing crosswalk signs (estimate \$5,450).~~

~~b) Convert Tower to a one way east bound from N. 61<sup>st</sup> to N. 60<sup>th</sup> to minimize turning conflicts, traffic cuing and right side passing on N. 60<sup>th</sup> (signs \$400)~~

~~The Committee further recommended that the Village Board direct staff to take the actions required to implement 4) c) and include it in the CIP budget.~~

~~c) Close and cul-de-sac Tower west of N. 60<sup>th</sup>. Provide a walkway and curbed projections (into the 6 foot plus shoulder areas) on both sides of N. 60<sup>th</sup>. This provides a shorter distance for pedestrians to cross (28 feet vs. 42 feet), no turning conflicts between vehicles and with pedestrians, provides a traffic calming affect, removes right side passing conflicts, and provides a highly visible and defined safer pedestrian waiting zone for pedestrians.~~

- 5) **THIS IS BEING IMPEMENTED 2012** - Add a crosswalk to the west side of the intersection of N. 60<sup>th</sup> Street and Dean Road for improved access to the bus stop on the northwest corner. Add additional sidewalk at the northwest corner to the bus stop (\$130 signs, \$160 markings, \$900 sidewalk).
- 6) **COMMITTEE RECOMMENDS IMPEMENTATION** - Further, investigate The addition of crosswalks to the north and west sides of the intersection of N. 60<sup>th</sup> and Bradley Road. This could Provide for a southbound bus stop at the northwest corner of the intersection.
- 7) **MONITOR WITH CAMPUS DEVELOPMENT** - Further investigate the N. 55<sup>th</sup> Street and Dean Road intersection with the Dean Road Rehabilitation plans and possible addition of sidewalk east on Dean Road.
- 8) **MONITOR WITH CAMPUS DEVELOPMENT** - Review the installation of a pedestrian crossing at N. 55<sup>th</sup> Street and W. Churchill Lane. The School District campus concept plan has a sidewalk access to this location, which could generate higher pedestrian traffic. This would allow a more controlled crossing mid-way between the crossings at Bradley and at Dean.
- 9) **THE COMMITTEE RECOMMENDS THE REDUCTION OF THE SPEED LIMIT ON N. 60<sup>TH</sup> STREET FROM 35 MPH TO 30 MPH FROM W. BRADLEY ROAD TO W. COUNTY LINE ROAD. STAFF AND THE VILLAGE ATTORNEY CONCUR WITH THIS RECOMMENDATION FOR A UNIFORM 30 MPH SPEED LIMIT FROM W. BRADLEY ROAD TO W. COUNTY LINE ROAD AND MATCHING THE SPEED LIMIT IN MEQUON TO THE NORTH.**

~~Reduce Speed Limit from 35 MPH to 25 MPH from Bradley Road to Brown Deer Road. This item did not have a full recommendation due to concerns of the existing speed limit of 35 MPH meets the 85<sup>th</sup> percentile speed of the N. 60<sup>th</sup> arterial standard, the reduction would have 35 MPH at each end, and be confusing along with the 15 MPH of the School Zone — 35 MPH exists south of Bradley in Milwaukee and north of Brown Deer Road.~~

Below are the cost estimates for each phase and are totaled for a full project cost. The Operational Budget of the Public Works does not have the funding for this project and requests that the Village Board approve use of CIP balance funds for work of items 1 through 4REV, 5, 6, 9 4b, 6 for this year which would be the estimated cost of \$26,395.00. The cost to cul-de-sac Tower would be added to the 2013-2017 CIP budget this year FOR POSSIBLE INSTALLATION IN THE FUTURE IF REQUIRED.

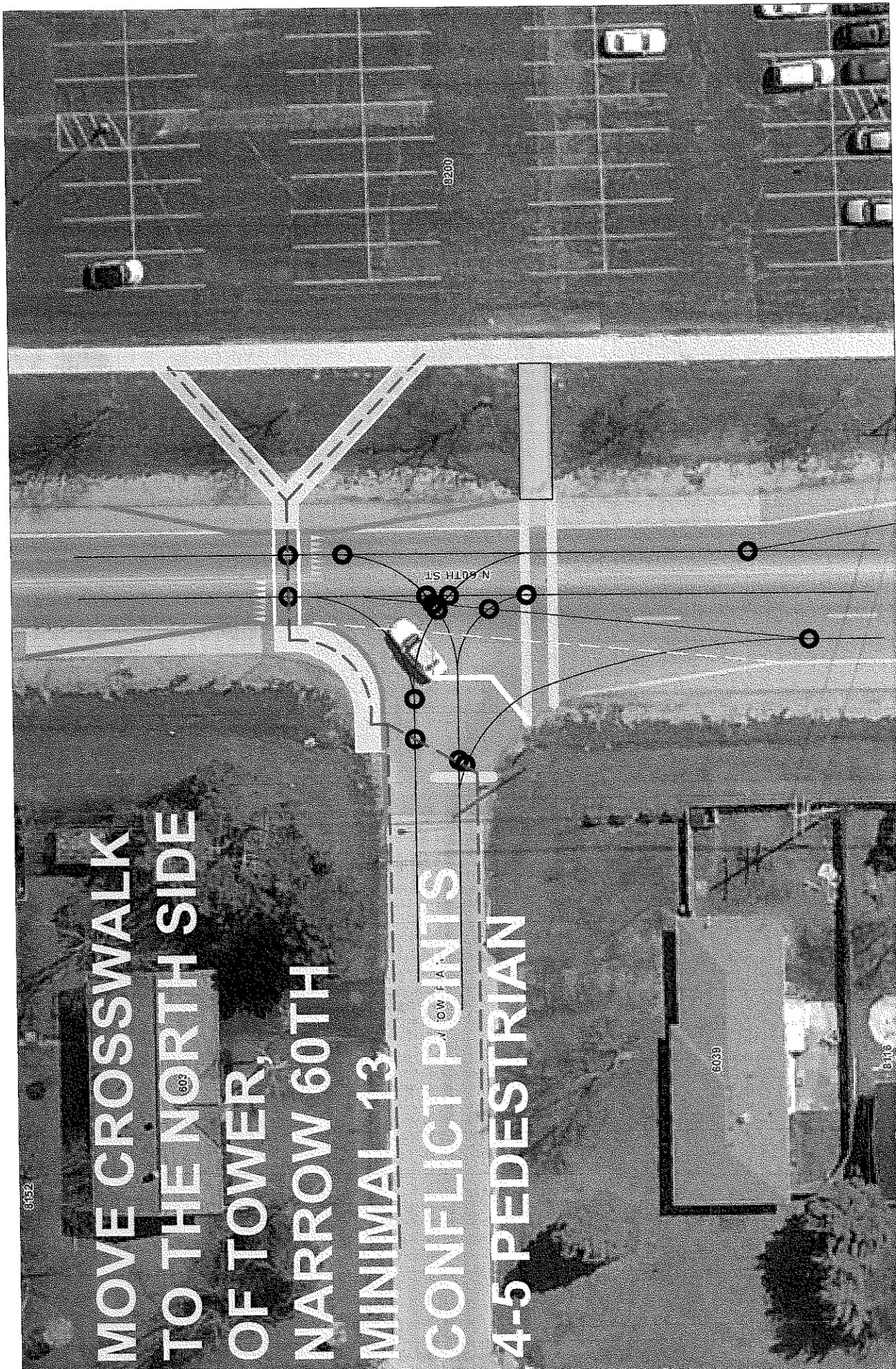
**REVISED 06/2012 Summary of Estimated Costs**

<u>Item</u>	<u>Estimated Cost</u>	<u>Total</u>	
1	\$3,600 signs	\$3,600	
2	No cost, removal by MCT		
3	\$950, grind out lines, remove carriage walk	\$4,550	
3REV	Curb and walk, \$5,000	\$9,550	
4	\$250 markings, \$5,450 LED signs	\$15,250	
4a	<del>\$140 signs</del>	<del>\$10,390</del>	
4b	<del>\$400 signs</del>	<del>\$10,650</del>	
4REV	\$Curb and walks, \$8,000	\$23,250	
4c	\$35,000		\$58,250
5	\$290 signs/markings, \$900 walk	\$24,440	\$59,440
6	\$290 signs/markings, \$900 walk	<del>\$11,580</del>	\$25,630 \$60,630
7	No cost estimated at this time		
8	No cost estimated at this time		
9	\$765 FOR SPEED LIMIT SIGNS	\$26,395	\$61,395
	<del>TAPCO quotations for flashing signs \$9,300; \$12,100; \$21,300</del>		

Attachments – Diagrams of undesignated pedestrian crossing at Fairlane and marked crosswalk at Tower. ~~TAPCO quotations, survey spreadsheets, maps with notations.~~



**MOVE CROSSWALK  
TO THE NORTH SIDE  
OF TOWER,  
NARROW 60TH  
MINIMAL 13  
CONFLICT POINTS  
4-5 PEDESTRIAN**



MOVE CROSSWALK TO THE NORTH SIDE

CELESTINE MINIM

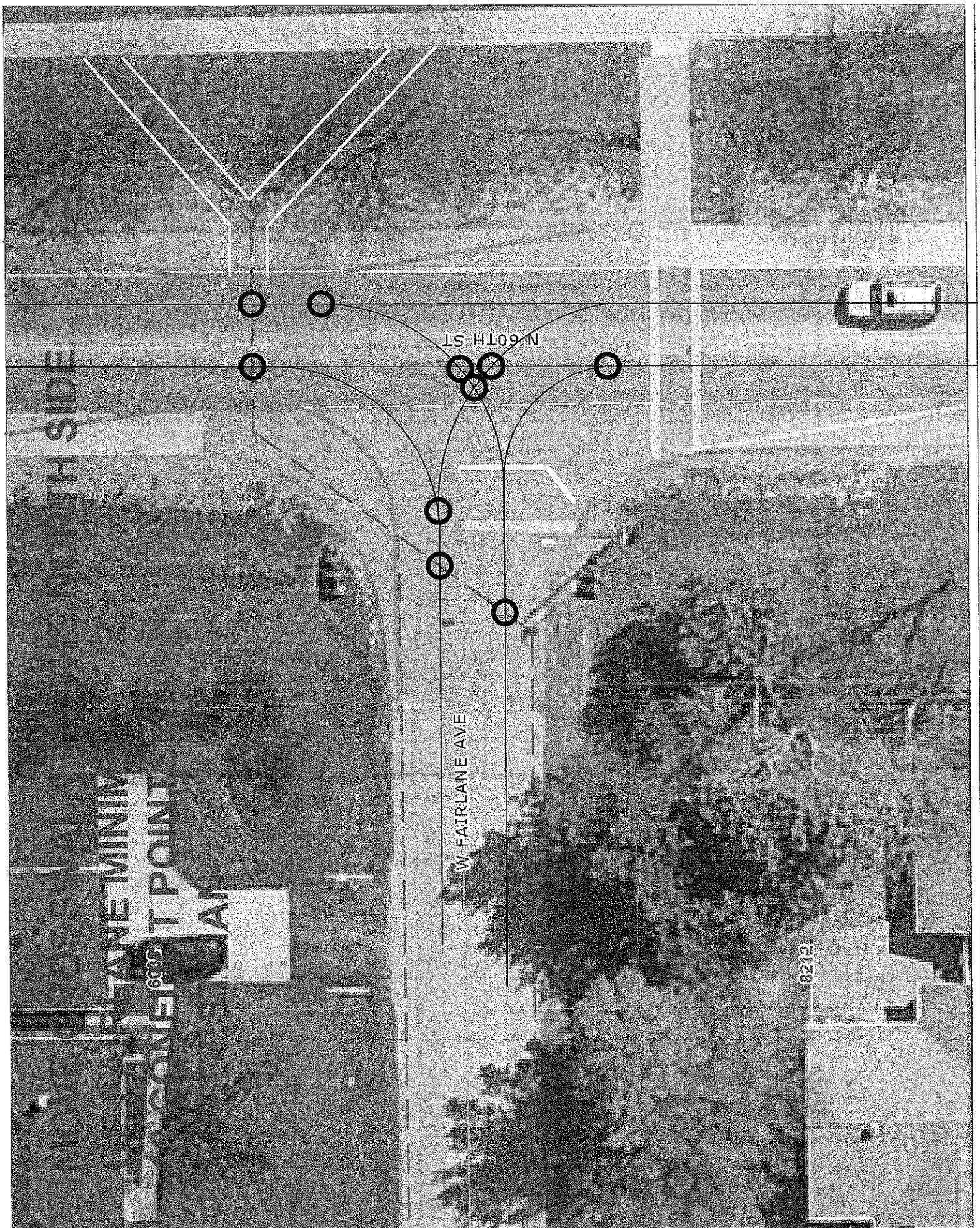
6035 T POINTS

LAN

W FAIRLANE AVE

LS H109 N  
N 60TH ST

8212



**FUCHS  
& BOYLE, S. C.**

ATTORNEYS AT LAW

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fdb@fdblaw.com

MAYFAIR CROSSING, SUITE 210  
1233 NORTH MAYFAIR ROAD  
MILWAUKEE, WISCONSIN 53226-3255

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JOHN F. FUCHS  
*COURT COMMISSIONER*  
REBECCA D. BOYLE  
*COURT COMMISSIONER*

**MEMORANDUM**

**TO: Village President and Village Board**

**FROM: John F. Fuchs, Village Attorney**

**RE: North 60th Street – Speed Limit**

**DATE: June 8, 2012**

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The Traffic and Public Safety Committee will be recommending that the speed limit on North 60th Street be reduced to 30 mph. This requires an amendment to Section 62-3, which is attached for your review and consideration. All I have done is remove 60th Street from the 35 mph section and put it in the 30 mph section.

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Section 62-3 (2) and (3) of the Brown Deer Village Code Relating to Speed Limits**

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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 62-3 (2) and (3) of the Brown Deer Village Code Relating to Speed Limits, are hereby amended to provide as follows:

(2) *Thirty miles per hour.*

- a. On West Bradley Road from the east village limits, west to North Teutonia Avenue.
- b. On North 51st Street, from West Bradley Road, north to Beaver Creek Parkway.
- c. On Beaver Creek Parkway, from 51st Street, west to North 55th Street,
- d. On North 55th Street, from West Brown Deer Road, north to Beaver Creek Parkway.
- e. On North 60th Street.

(3) *Thirty-five miles per hour.*

- a. On West Bradley Road, from North Teutonia Avenue, west to the west village limits.
- b. On West County Line Road, from Green Bay Road, west to the west village limits.
- c. On Bradley Road from State Trunk Highway 57 to the west village limits.

**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. 2012.

Countersigned:

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

\_\_\_\_\_  
Russell Van Gompel, Village Manager/Clerk

**BROWN DEER LIBRARY BOARD**  
**June 11, 2012 MEETING MINUTES**  
**HELD AT THE BROWN DEER PUBLIC LIBRARY**  
**5600 WEST BRADLEY ROAD**  
(Unapproved)

The meeting was called to order by Board President Balistreri at 5:00 P.M.

**I. Roll Call**

Present: Board President Balistreri and Board members: J. Baker, W. Jabas, K. Lewis-Williams,  
A. Lutz  
Also Present: Joseph Rice, Library Director

**II. Persons Desiring to be Heard**

None.

**III. Consideration of Minutes: May 14, 2012 – Regular Meeting**

*It was moved by J. Baker and seconded by K. Lewis-Williams to approve the minutes of the May 14, 2012 regular meeting. The motion carried unanimously.*

**IV. Unfinished Business**

Items discussed included: an update on the MCLFS/WPLC Overdrive/e-book program and recent upgrades to improve the service; a progress report on the Bond Proceeds projects approved by the Library Board and the Village Board; an update on after-school conduct issues and efforts to maintain an appropriate level of behavior by all library visitors.

**V. Library Director's Report**

In addition to the written report, the Director reported that the Library recently received a donation of \$800 from the Brown Deer Woman's Club to be used in support of programs for children and adults in the community.

**VI. Friends of the Library Report**

The plant sale pick-up was held May 19; final sales results are still being tallied. The Used Book Sale sponsored by the Friends will be held August 23-25. The next Friends meeting will be held June 14, 2012 at 7:30 PM.

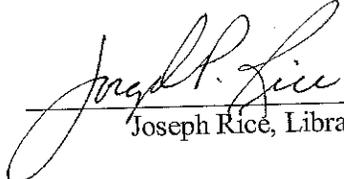
**VII. New Business**

**A) Consideration of Vouchers**

*It was moved by A. Lutz and seconded by K. Lewis-Williams to approve the payment of the April/May 2012 vouchers. The motion carried unanimously.*

**VIII. Adjournment**

**Next meeting: August 13, 2012.** *It was moved by A. Lutz and seconded by W. Jabas to adjourn at 5:45 P.M. The motion carried unanimously.*

  
\_\_\_\_\_  
Joseph Rice, Library Director

**BROWN DEER PLAN COMMISSION  
JUNE 11, 2012 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 7:00 P.M.

**I. ROLL CALL**

Present: President Carl Krueger; Trustees: Jeff Baker, Tim Schilz; Commissioners: Ryan Schmitz, Bill Hoffmann, Jeff Jaroczynski, Al Walters

Also Present: Russell Van Gompel, Village Manager; Nate Piotrowski, Community Development Director; Rebecca Boyle, Village Attorney; Steven Rinzel, Police Chief

Excused: Commissioners: Dan Bednar, Susan Bellehumeur

**II. PERSONS DESIRING TO BE HEARD**

None.

**III. CONSIDERATION OF MINUTES: May 14, 2012 – Regular Meeting**

*It was moved by Commissioner Schmitz and seconded by Commissioner Jaroczynski to approve the regular meeting minutes of May 14, 2012. The motion carried unanimously.*

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

Mr. Van Gompel introduced Al Walters as the newest member of the Plan Commission.

Mr. Piotrowski reported that the Village Board recently recommended continuing with legal action regarding disputed rights of way in the Original Village neighborhood. This means that a trial will be scheduled in late summer and construction will be delayed until 2013. He also indicated that a groundbreaking ceremony for the School District campus remodel was scheduled for June 13<sup>th</sup> at 6:00 p.m.

**V. UNFINISHED BUSINESS**

None.

**VI. NEW BUSINESS**

- A) Public Hearing and review and recommendation of commercial dance school at 9036 N. 51st Street**

Mr. Piotrowski reviewed the proposal and introduced the applicant Jason Stammer.

President Krueger opened the public hearing at 7:05 p.m. There were no public comments.

President Krueger closed the public hearing at 7:06 p.m.

Commissioner Jaroczynski asked if capacity for the new facility is similar to the current facility and if it would be updated for ADA accessibility. Mr. Stammer replied that the capacity was similar and that the building would be updated for accessibility.

Trustee Baker asked for clarification as to the proposed parking lot repairs. Mr. Stammer replied that they would be pulling weeds and resealing the lot. Mr. Piotrowski replied that the conditional use permit requires the lots be resurfaced within five years.

*It was moved by Commissioner Schmitz and seconded by Commissioner Jaroczynski to recommend approval of the conditional use permit for a commercial dance studio at 9036 N 51<sup>st</sup> Street to the Village Board. The motion carried unanimously.*

**B) Public Hearing and review and recommendation of a public utility tower at 4545 W. Brown Deer Road**

Mr. Piotrowski reviewed the proposal and introduced the applicant Brian Rogers of Badger Meter, Inc.

President Krueger opened the public hearing at 7:11 p.m.

Commissioner Jaroczynski asked why the proposed location was chosen for the tower. Mr. Rogers replied that this site was already equipped with electric power and provided a shorter run for other support cabling.

Commissioner Hoffmann asked whether the tower, if it fell over, would be contained completely on Badger Meter property. Mr. Rodgers replied that the tower was set back sufficiently to accommodate such a situation.

Terry Boschert, 8581 N. 42<sup>nd</sup> Street asked if a location closer to the building and farther away from residential property to the south could be considered. Mr. Rogers replied that significant amounts of bedrock near the surface made it prohibitive to locate close to the building.

President Krueger closed the public hearing at 7:19 p.m.

*It was moved by Commissioner Hoffmann and seconded by Trustee Schilz to recommend approval of the conditional use permit for a public utility tower at 4545 W. Brown Deer Road to the Village Board. The motion carried unanimously.*

**C) Review of a Conditional Use Permit for an outdoor beer garden and recreational activities at 7651 N. Teutonia Avenue**

Mr. Piotrowski introduced the issue and indicated that the conditional use was returning to the Plan Commission for possible rescinding due to violations of two provisions of the permit including a lack of an ID card reader on site and the consumption of alcoholic beverages outside of the principal structure. He introduced the owner of Parkview Pub Jill McNutt and her attorney Emily McIntyre. Mr. Piotrowski added that Staff proposed a 60 day "hold open" period instead of immediately rescinding the permit.

Commissioner Jaroczynski asked why Staff recommended an additional 60 days when the permit has been in effect for four years. Mr. Van Gompel replied that Staff wanted to allow the applicant to become compliant and maintain compliance for an extended period of time. Ms. McIntyre added that Ms. McNutt only recently assumed full control of the bar from her estranged husband and was working to bring all issues under control.

Commissioner Hoffmann asked Chief Rinzel if he felt the issues at the bar could be corrected within 30-60 days. Chief Rinzel replied that it was possible. A discussion ensued as to ways in which to correct the violations.

Mr. Van Gompel and Attorney Boyle clarified that the conditional use permit must be reviewed separately from the liquor license and if the conditional use permit is rescinded only the beer garden use would be prohibited while the principal bar could continue serving alcohol pending the approval of their liquor license renewal.

Trustee Schilz asked about the number and type of recent violations at Parkview Pub. Chief Rinzel indicated that his department was compiling this information but he did not currently have it at his disposal.

Trustee Baker asked if the number of incidents at Parkview Pub was significantly higher than other establishments. Chief Rinzel replied that he could not provide numbers but he did note that his police force has responded to the site

quite a bit.

*It was moved by Commissioner Hoffmann and seconded by Commissioner Walters to table the review of the conditional use permit for an outdoor beer garden and recreational activities at 7651 N. Teutonia Avenue until the regularly scheduled Plan Commission meeting of August 13, 2012. The motion carried on a vote of 5-2 with Commissioner Jarocyznski and Trustee Baker voting against.*

**VII. ADJOURNMENT**

*It was moved by Commissioner Schmitz and seconded by Commissioner Hoffmann to adjourn at 7:52P.M. The motion carried unanimously.*



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Nate Piotrowski, Community Development Director



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	June 11, 2012 Plan Commission Agenda Items
<b>PREPARED BY:</b>	Nathaniel Piotrowski, Community Development Director <i>Nate Piotrowski</i>
<b>REPORT DATE:</b>	June 14, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	See Items Below
<b>EXPLANATION:</b>	A summary of the Plan Commission's agenda items and recommendations are listed below. There are two items that require Village Board action. Please note that the initial staff reports, and drawings were in the previously distributed Plan Commission packet. Attached for your review is the draft Plan Commission meeting minutes of June 11, 2012 along with one conditional use permit that contains a modification requested by the Plan Commission.
<b>Plan Commission Agenda items requiring action:</b>	
1) <b>Public Hearing and review and recommendation of commercial dance school at 9036 N. 51st Street</b>	
<b>Recommendation:</b> Recommend approval of the conditional use permit for a commercial dance school.	
<b>Requested Action:</b> A motion to approve the conditional use permit for a commercial dance school.	
2) <b>Public Hearing and review and recommendation of a public utility tower at 4545 W. Brown Deer Road</b>	
<b>Recommendation:</b> Recommend approval of the conditional use permit for a public utility tower.	
<b>Requested Action:</b> A motion to approve the conditional use permit for a public utility tower.	
<b>Plan Commission Agenda items not requiring action:</b>	
• <b>Review of a Conditional Use Permit for an outdoor beer garden and recreational activities at 7651 N. Teutonia Avenue</b>	
<i>This item was tabled for 60 days to allow for a long enough period of review to determine whether or not the property is in compliance with provisions of the conditional use permit.</i>	

**CONDITIONAL USE  
PERMIT**

**Public Utility Tower**

Document Number

Document Title

Before the Village Board of the Village of Brown Deer, in regard to a public utility tower at **4545 W. Brown Deer Rd.**, located in the SW ¼ of the NE ¼ 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 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 standards in the Village Code; and

**WHEREAS**, a Petition has been made by Badger Meter Inc., 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 a **Public Utility Tower** subject to compliance with the terms and conditions hereinafter stated in this Conditional Use Permit (hereinafter the "Permit").

Recording Area

Name and Return Address:

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

**047-9980-002**

**Parcel Identification Number (PIN)**



**CONDITIONAL USE PERMIT**

**Public Utility Tower**

**047-9980-002**

**Document Number**

**Document Title**

**Parcel Identification Number (PIN)**

**THE CONDITIONS of this Permit are:**

1. This Permit is granted to Badger Meter Inc., upon the representation that it is the owner of the Premises and shall become effective upon the execution of the acceptance hereof by Badger Meter as the owner of the premises and upon recording shall constitute a covenant running with the land. The Permit may not be assigned until after it has become effective. No assignment of this Permit shall be effective until the assignee delivers written notice of the assignment to the Village Board, duly undertakes in writing to comply fully with the provisions of this Permit, satisfies any monetary security requirements of this Permit and cures any violations of this Permit. This Permit shall not be assignable to any person or entity that is not the owner 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: **Public Utility Tower**. The use of the Premises as a cellular antenna 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 Village 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 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 pursuant to Section 121 of the Village Code of Brown Deer.**
  - e. Other:
    - (1) **The applicant shall reimburse the Village for any legal, engineering and other administrative expenses required pursuant the Village Code.**
6. Conditions of the Building other than in accordance with the approved building plans.
  - (1) **The tower shall be constructed and erected to meet all Federal, State and local commercial building codes and requirements.**

**CONDITIONAL USE PERMIT**

**Public Utility Tower**

**047-9980-002**

**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 related to the tower operation.
    - (2) The property shall be kept free and clear of litter and debris.
    - (3) Overnight parking of motor vehicles or maintenance equipment adjacent to the tower shall be prohibited.
  - 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 tower or antenna. One identification decal with emergency contact information is allowed 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) None.
  - 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 30 days of written notification.
    - (2) The existing perimeter fencing around the entire property shall be maintained in good repair so as to prevent unauthorized access to the tower.
    - (3) The tower shall meet or exceed any and all applicable Federal Aviation Administration requirements as well as any and all Federal Communication Commission standards or requirements.
    - (4) If the public utility tower is no longer in use, it is the responsibility of the owner to remove the tower and all equipment and support material and restore the site to its pre-construction condition.
    - (5) If any additional equipment is proposed to locate on the tower, beyond the currently envisioned water meter reading antennas, said equipment proposal shall be reviewed and approved by the Village of Brown Deer.

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**Exhibit A**

**Exhibit B- Site Plan**

**BROWN DEER FINANCE AND PUBLIC WORKS COMMITTEE  
JUNE 6, 2012 REGULAR MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Trustee Oates at 6:31 P.M.

**I. ROLL CALL**

Present: Trustees: Oates, Springman; Citizen Members: Susan Glowinska, Galyn Bennett and Tom Lieven

Also Present: Russell Van Gompel, Village Manager, Susan Hudson, Deputy Treasurer/Comptroller, Nate Piotrowski, Community Development Director, and Joe Rice, Library Director.

Excused: Trustee Boschert and Citizen Member Ray Erbe

**II. PERSONS DESIRING TO BE HEARD**

None.

**III. CONSIDERATION OF MINUTES: May 9, 2012 – Regular Meeting**

*It was moved by Gary Springman and seconded by Galyn Bennett to approve the minutes of the May 9, 2012 meeting. The motion carried unanimously.*

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

Russell Van Gompel updated the committee on where the Village was in regard to the right-of-way on the Original Village street plan and that it will be heading to trial. He updated the committee on the street lighting assessments for Bradley Road. Informed the committee that the Court Clerk gave her resignation and that the job has been posted and we need to fill the position fairly quickly. Stated that the Administrative Services Department was doing the finishing touches to the financial audit and the report will be presented to the Village Board in July. The Brown Deer Foundation sent a thank you note to the Village for their help with the Deer Run.

Susan Hudson, Deputy Treasurer/Comptroller reported that because of the resignation of the Court Clerk that her and Bridget Souffrant, Treasurer/Comptroller will be learning court clerk duties and sat in on the court proceeding on Tuesday, June 5, 2012. Also, informed the committee that BS&A was here this week training on the Building Inspection software. Also, stated that staff was very pleased with the customer service they are receiving from BS&A.

Joe Rice reported that the Library was looking forward to the upgrades list on the agenda.

Nate Piotrowski reported on the public meeting on Dean Road sidewalks. They will be asking for citizens input on the sidewalk issue. The choices they have are 1) No Sidewalk, 2) Sidewalk on Southside 3) Sidewalk between 52<sup>nd</sup> and 49<sup>th</sup> on north side 4) Sidewalk between 46<sup>th</sup> and 55<sup>th</sup>. He also, stated that the training for the building inspection was going good and is able to meet their needs and more. Everyone has caught on quickly with the software even himself.

**V. NEW BUSINESS**

**A) Request for Consideration for a new Generator at the Library**

Joe Rice, Library Director reports as part of the bonds proceeds project, one of the approved items for consideration is the replacement of the backup power generator at the Library. The current generator is original to the building and is in need of replacement. They sought proposals from four electrical contractors

and three responded. Staff is recommending to the Village Board the approval of a contract with Lemberg Electric for the installation of the new backup power generator for amount not to exceed amount of \$18,700. Lemberg Electric wasn't the lowest bid, but Lemberg has been the electric contractor since the Library has been built and knows their electric needs. It was asked by the committee that a detailed proposal from Lemberg Electric be giving to the Village Board before approval.

*It was moved by Tom Lieven and seconded by Susan Glowinska to recommend to the Village Board to award the contract for installation of new Generator at the Library to Lemberg Electric for an amount not to exceed \$18,700. The motion carried unanimously.*

**B) Request for Consideration for plumbing upgrades at the Library**

Joe Rice, Library Director reports as part of the bonds proceeds project, one of the approved items for consideration is the upgrade of the existing plumbing facilities at the Library. The scope of the project will include replacement of all fixtures (toilets, sinks, urinals) and countertops in all public restrooms, staff restroom and small kitchen area. They received two responses. Staff is recommending to the Village Board the approval of a contract with Zachow & Sons Plumbing in the amount of \$18,581. Again, Zachow isn't the lowest bid but Zachow has been the plumbing contractor since the Library has been built and knows their plumbing needs.

*It was moved by Trustee Springman and seconded by Gayln Bennett to recommend to the Village Board to award the contract for plumbing upgrades at the Library to Zachow & Sons Plumbing for an amount not to exceed \$18,581. The motion carried unanimously.*

**C) Ayres Contract Amendment No. 2012-04, Original Village Streetscape – Construction Admin and Legal Support Services**

Nate Piotrowski, Community Development Director is asking for approval of a contract amendment with Ayres and Associates to cover previous work that was done to update platting/surveying, handle the previous bidding process and prepare documents, exhibits and consult Staff in preparation for legal action. Staff recommends approval of the contract amendment in the amount of \$39,747 to cover existing costs and to ensure appropriate assistance for future legal efforts.

*It was moved by Gayln Bennett and seconded by Tom Lieven to recommend to the Village Board to award the contract amendment for Ayres and Associates for an amount not to exceed \$39,747. The motion carried unanimously.*

**D) Storm Water Public Education/Information – Sweet Water Request**

Larry Neitzel, Superintendent of Public Works, recommends to the Village Board that the Village of Brown Deer participate in the outreach education program as developed by Sweet Water per its letter of May 14, 2012 in the amount of \$460 (or \$500) and that staff coordinate Village activities with Sweet Water. This will be education/information to inform citizens on storm water issues.

*It was moved by Trustee Springman and seconded by Susan Glowinska to recommend to the Village Board to participate in the outreach education program as developed by Sweet Water for an amount not to exceed \$460. The motion carried unanimously.*

**E) April 2012 Financial Report**

Bridget Souffrant, Treasurer/Comptroller was unable to attend the committee meeting and has asked that this item be tabled until next month when she can have a conversation regarding the new financial reports from our

new software, BS&A.

*No action was taken on this item.*

**F) Consideration of Vouchers**

*It was moved by Tom Lieven and seconded by Galyn Bennett to recommend that the Village Board approve the vouchers from May 4, 2012 to May 25, 2012 in the amount of \$462,582.27. The motion carried unanimously.*

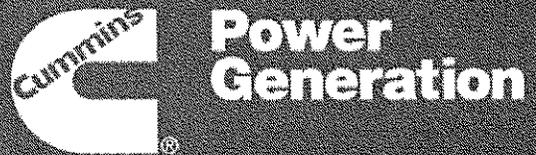
**VII. ADJOURNMENT**

*It was moved by Trustee Springman and seconded by Susan Glowinska to adjourn at 7:35 p.m. The motion carried unanimously.*

  
\_\_\_\_\_  
Susan L. Hudson, Deputy Treasurer/Comptroller

# Commercial Extended Warranty Statements

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## Commercial Extended Warranty Statements

### Feature Codes

L040

L093

L029

L030

L031

L041

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## Limited Prime Power 2 Year or 6,000 hour Basic Extended Warranty – L040

### Commercial Generating Set

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### Warranty Period:

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 2 years from warranty start date or 6,000 hours or whichever occurs first.

**Prime Power (PRP)** is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

### Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts required to repair the Product.

### Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- Labor and travel after base warranty period expires.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### Limitations:

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.

- Owner's delay in making Product available after notification of potential Product problem.
- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
- Enclosures
- Coolant heating elements
- Maintenance items

Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

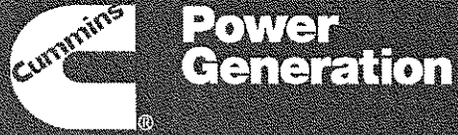
This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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## **Limited Prime Power 3 Year or 6,000 hour Comprehensive Extended Warranty - L093**

### **Commercial Generating Set**

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### **Warranty Period:**

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 3 years from warranty start date or 6,000 hours or whichever occurs first.

**Prime Power (PRP)** is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

### **Cummins Power Generation® Responsibilities:**

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

### **Owner Responsibilities:**

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### **Limitations:**

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.

- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
  - Enclosures
  - Coolant heating elements
  - Maintenance items
- Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION ® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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## Limited Standby 2 Year or 1,500 hour Comprehensive Extended Warranty – L029

### Commercial Generating Set

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### Warranty Period:

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 2 years from warranty start date or 1,500 hours or whichever occurs first.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

### Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### Limitations:

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.

- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
  - Enclosures
  - Coolant heating elements
  - Maintenance items
- Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

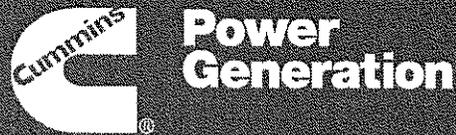
This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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## **Limited Standby 5 Year or 1,500 hour Basic Extended Warranty – L030**

### **Commercial Generating Set**

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### **Warranty Period:**

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 5 years from warranty start date or 1,500 hours or whichever occurs first.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### **Cummins Power Generation® Responsibilities:**

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts required to repair the Product.

### **Owner Responsibilities:**

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- Labor and travel after the base warranty period expires.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### **Limitations:**

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.

- Owner's delay in making Product available after notification of potential Product problem.
- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
- Enclosures
- Coolant heating elements
- Maintenance items

Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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## **Limited Standby 5 Year or 1,500 hour Comprehensive Extended Warranty – L031**

### **Commercial Generating Set**

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### **Warranty Period:**

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 5 years from warranty start date or 1,500 hours or whichever occurs first.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### **Cummins Power Generation® Responsibilities:**

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

### **Owner Responsibilities:**

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### **Limitations:**

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.

- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
  - Enclosures
  - Coolant heating elements
  - Maintenance items
- Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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## Limited Standby 10 Year or 3,000 hour Major Components Extended Warranty – L041

### Commercial Generating Set

When purchased, this limited extended warranty applies to Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### Warranty Period:

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 10 years from warranty start date or 3,000 hours or whichever occurs first.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

#### Years 1 & 2

- Base coverage

#### Years 3-5

- All parts required to repair the Product.
- Maintenance items that are contaminated or damaged by a warrantable failure.

#### Years 6–10

- Major components only†.

† Major components included: cylinder block, crankshaft, camshaft, connecting rods, flywheel, gearbox, main rotor, main stator and drive disk.

### Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- Labor and travel after the base warranty period expires.
- All non-major components in years 6-10
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

### Limitations:

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.

- Owner's delay in making Product available after notification of potential Product problem.
- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
- Enclosures
- Coolant heating elements
- Maintenance items

Aftertreatment component failures

[www.cumminspower.com](http://www.cumminspower.com)

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_

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# Warranty Statement

Our energy working for you.™

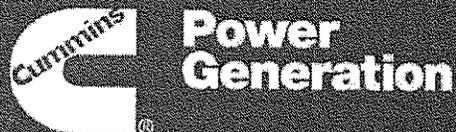


**Power  
Generation**

## Global Commercial Warranty Statement

### Commercial Generating Set

Our energy working for you.™



## Limited Warranty

### Commercial Generating Set

This limited warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

### Warranty Period:

The warranty start date<sup>†</sup> is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. See table for details.

**Continuous Power (COP)** is defined as being the maximum power which the generating set is capable of delivering continuously whilst supplying a constant electrical load when operated for an unlimited number of hours per year. No overload capability is available for this rating.

**Prime Power (PRP)** is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

**Limited-Time Running Power (LTP)** is defined as the maximum power available, under the agreed operating conditions, for which the generating set is capable of delivering for up to 500 hours of operation per year.

**Emergency Standby Power (ESP)** is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

### Base Warranty Coverage Duration (Whichever occurs first)

Rating	Months	Max. Hours
COP	12	Unlimited
PRP	12	Unlimited
LTP	12	500 hrs
ESP	24	400 hrs

<sup>†</sup> Warranty start date for designated rental and oil and gas model Products is determined to be date of receipt of Product by the end customer.

### Cummins Power Generation®

#### Responsibilities:

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

#### Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.

- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

**Limitations:**

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

Please contact your local Cummins Power Generation® Distributor for clarification concerning these limitations.

**CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

**Extended Warranty:**

Cummins Power Generation® offers several levels of Extended Warranty Coverage. Please contact your local Cummins Power Generation® Distributor for details.

[www.cumminspower.com](http://www.cumminspower.com)

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**IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

This limited warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Date in Service: \_\_\_\_\_



## LICENSE APPLICATION

Type of License

Peddler  \_\_\_\_\_  
Transient/Seasonal \_\_\_\_\_  
Canvasser/Solicitor \_\_\_\_\_

Fees Paid

License Fee \$200.00  
Additional Workers \_\_\_\_\_  
@ \$20.00 each \_\_\_\_\_

License Period: \_\_\_\_\_ Total Fees Paid \_\_\_\_\_

Date Issued: 7/4/12, To: 7/4/12

Name of Applicant: TER HER

Address: 4363 W DEAN RD APT 160 Phone: (414) 388-7984

Firm Represented: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Manager's Name: TER HER Phone: (414) 388-7984

Purpose of License: selling sno-kone and smoothy drinks

Other Persons Who Will Help:

- | Name                   | Address                                   |
|------------------------|---|
| 1. <u>Nina Her</u>     | <u>4363 W Dean Rd. Apt 160 Brown Deer</u> |
| 2. <u>Wongsai Heur</u> | <u>4363 W Dean Rd Apt 160. Brown Deer</u> |
| 3. _____               | _____                                     |
| 4. _____               | _____                                     |

Issued in Brown Deer, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature of Clerk/Deputy Clerk

Note: Per Chapter 14, Article VII, Division 2, Section 14-411 entitled "Investigation-Issuance", the Village Manager shall institute a background investigation into each applicant and those working for each applicant, prior to issuance of the license.



PARK AND RECREATION DEPARTMENT  
4800 West Green Brook Drive  
Brown Deer, Wisconsin 53223

May 31, 2012

Mr. Ter Her  
4363 W. Dean Road Apt. 160  
Brown Deer, WI 53223

Dear Ter:

This letter shall confirm the arrangements for you to provide one vending truck for the annual Brown Deer 4th of July Celebration to be held in the Village Park, 4920 W. Green Brook Drive, on **Wednesday, July 4**. We look forward to discussing the celebration and concession requirements.

The 4th of July Committee will receive 20% of your gross sales, not including tax. This agreement will provide authorization to you for concession sales on the Village Park grounds, adjacent parking lot, W. Green Brook Drive, and N. Arbon Drive, on Wednesday, July 4.

Both a peddler license and temporary food license forms are enclosed for you to fill out again this year and return as soon as possible. It has been recommended to the Village Board of Trustees that the fee for peddler license be waived at its scheduled meeting on Monday, June 4. The temporary food license will have to be paid to the North Shore Environmental Health Consortium. Prior to Friday, June 15, 2012, please provide copies of your menu, price list, and insurance cover sheet. Also prior to Friday, June 15 please provide a copy of your State of Wisconsin Department of Agriculture inspection certificate or suitable substitute certificate.

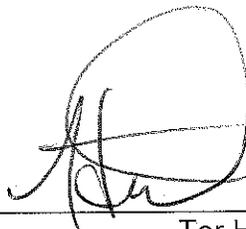
Please acknowledge receipt and acceptance of these terms by signing the confirmation below and forwarding one copy to me in the enclosed envelope along with the Application for a Brown Deer Temporary Food License, Peddler License Application and Request for Background Check must be completed for all workers working the event.

The 2012 4th of July Official Program and two parking passes to be used in the F.I.S. parking lot will be mailed to you at a later date. Should you have any questions, please contact me. We look forward to working with you this year. If you have any question please do not hesitate to contact me at (414) 371-3070.

Sincerely,

  
Chad Hoier  
Park and Recreation Director

ACKNOWLEDGED: \_\_\_\_\_



Ter Her

DATE: 6/6/12

cc: Ann Griffin, 4th of July Committee Chairperson  
Russ Van Gompel, Village Manager



## LICENSE APPLICATION

	<u>Type of License</u>
Peddler	_____
Transient/Seasonal	_____
Canvasser/Solicitor	_____

	<u>Fees Paid</u>
License Fee	\$200.00
Additional Workers @ \$20.00 each	_____

License Period: \_\_\_\_\_ Total Fees Paid \_\_\_\_\_

Date Issued: July 4 2012 To: July 5-2012

Name of Applicant: Bojar Enterprises DBA Olde Country Style Almonds

Address: S74 W24575 Windsor Ct Phone: (262) 662-5330  
Waukegan WI 53189

Firm Represented: Olde Country Style Almonds Phone: (262) 662-5330

Manager's Name: Geri Grad Phone: (414) 745-6145 cell

Purpose of License: 4th of July Celebration

Other Persons Who Will Help:

- | Name                | Address                                      |
|---------------------|--|
| 1. <u>Geri Grad</u> | <u>4525 W Parkland Ave BD</u>                |
| 2. <u>Lisa Grad</u> | <u>1111 W 15782 Vienna Ct #16 Germantown</u> |
| 3. _____            | _____  |
| 4. _____            | _____  |

Issued in Brown Deer, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature of Clerk/Deputy Clerk

Note: Per Chapter 14, Article VII, Division 2, Section 14-411 entitled "Investigation-Issuance", the Village Manager shall institute a background investigation into each applicant and those working for each applicant, prior to issuance of the license.



PARK AND RECREATION DEPARTMENT  
4800 West Green Brook Drive  
Brown Deer, Wisconsin 53223

May 31, 2012

*- Hrs of Event -  
12:30 -  
after fireworks*

Mr. Glen D. Bojar  
Olde Country Style Almonds  
S74 W24575 Windsor Court  
Waukesha, WI 53189

Dear Glen:

This letter shall confirm the arrangements for you to provide one vending truck for the annual Brown Deer 4th of July Celebration to be held in the Village Park, 4920 W. Green Brook Drive, on **Wednesday, July 4**. We look forward to discussing the celebration and concession requirements.

The 4th of July Committee will receive 20% of your gross sales, not including tax. This agreement will provide authorization to you for concession sales on the Village Park grounds, adjacent parking lot, W. Green Brook Drive, and N. Arbon Drive, on Wednesday, July 4.

Both a peddler license and temporary food license forms are enclosed for you to fill out again this year and return as soon as possible. It has been recommended to the Village Board of Trustees that the fee for peddler license be waived at its scheduled meeting on Monday, June 4. Prior to Friday, June 15, 2012, please provide copies of your menu, price list, and insurance cover sheet. Also prior to Friday, June 15 please provide a copy of your State of Wisconsin Department of Agriculture inspection certificate or suitable substitute certificate.

Please acknowledge receipt and acceptance of these terms by signing the confirmation below and forwarding one copy to me in the enclosed envelope along with the Application for a Brown Deer Temporary Food License, Peddler License Application and Request for Background Check must be completed for all workers working the event.

The 2012 4th of July Official Program and two parking passes to be used in the F.I.S. parking lot will be mailed to you at a later date. Should you have any questions, please contact me. We look forward to working with you this year. If you have any question please do not hesitate to contact me at (414) 371-3070.

Sincerely,

Chad Hoier  
Park and Recreation Director

ACKNOWLEDGED: Glen D. Bojar DATE: 6/12/2012  
Glen D. Bojar

cc: Russ Van Gompel, Village Manager



Wisconsin Department of Agriculture, Trade and Consumer Protection

2811 Agriculture Drive, PO Box 8911, Madison, WI 53708-8911

Expires: June 30, 2013  
Statute: 97.30

License Number: 142323-F1

# Retail Food Establishment License Mobile Operation

Legal Name:

**Glen D Bojar**

Business Location:

S74 W24575 Windsor Crt Waukesha WI 53189

Doing Business As:

Bojar Enterprises/Olde Country Style Almonds

Less than \$25,000; Non-Potentially Hazardous Food

Processing Operations:

Hot/Cold Beverages, Cooking

This is your license/permit/certification/registration document. Post or carry as required by law. Non-transferable - subject to enforcement and suspension as provided by law.

DMS-BIT-06B (03/19/10)

bits-16.pxd (rev.03/12)

Wisconsin Department of  
Agriculture, Trade and Consumer Protection

GLEN D BOJAR  
S74W2457 WINDSOR CRT  
WAUKESHA WI 53189



DATCP Contact : (608) 224-4885



North Shore Environmental Health Consortium  
 4800 West Green Brook Drive, Brown Deer, WI 53223  
 Telephone (414) 371-2980 Fax (414) 371-2988

**TEMPORARY EVENT/FARMER'S MKT FOOD LICENSE APPLICATION** (Please Print)

LICENSEE: \_\_\_\_\_ NONPROFIT ORGANIZATION (Y/N) (N)  
 (Must be legal entity: Corporation, Individual(s) or Limited Partnership)  
 BUSINESS NAME: Bojar Enterprises DBA Olde Country Style Almonds  
 TELEPHONE: 262-662-5330 FAX: same  
 ADDRESS: 574 W 24575 Windsor Ct  
 CITY: Waukelesha ST: WI ZIP: 53189  
 E-MAIL ADDRESS: OCSA2003e@wi.rr.com  
 PERSON IN CHARGE OF BOOTH: Geri Grad TELEPHONE: 414-745-6145  
 SIGNATURE OF LICENSEE: Glen Bojar DATE COMPLETED: 6/12/12

PLEASE PAY APPROPRIATE FEES AS LISTED IN THE CHART BELOW (SEE ITEMS A-E). CHECKS SHOULD BE MADE PAYABLE TO THE NORTH SHORE ENVIRONMENTAL HEALTH CONSORTIUM AT THE ABOVE ADDRESS. A \$25 LATE FEE WILL BE CHARGED IF APPLICATION AND FEES ARE NOT DELIVERED OR POSTMARKED FIVE (5) DAYS PRIOR TO THE START OF EACH EVENT.

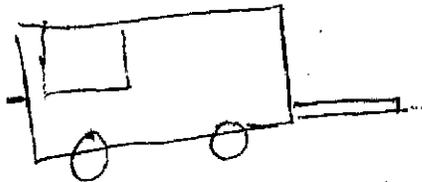
Name and Location of Event	Date(s) of Event	Start and Ending Times of Operation	Choose A, B, C, D and/or E from Chart Below
4th July Celebration	7-4-12	12:30 pm to after fireworks	C & A

- A. Selling prepackaged snacks (chips, candy, gum, nuts), ice cream novelties, whole fruits, canned or bottled soda/water/ice, bulk nuts, dispensed soda, etc. (\$35.00)
- B. Selling fruit cups, unwrapped bakery, unwrapped desserts, scooped ice cream without toppings, etc. (\$35.00)
- C. Making cotton candy, lemonade, sno-cones, soft-serve ice cream, fruit cups, popcorn, sundaes, floats, cakes, pastries, cookies, funnel cakes, fritters, donuts, espresso, cappuccino, tea, fruit juice smoothies, confections, roasted nuts, coffee kettle corn, etc. (\$35.00)
- D. Selling dinners, chicken, ribs, sandwiches, roasted corn, baked potatoes, hot dogs, brats, tacos, etc. (\$50.00)
- E. Fees for Farmer's Markets per license year. (\$35.00)

List food items below and check preparation site (Check all that apply.)  
NOTE: No food preparation may be done at home. All foods must be prepared at a licensed facility.

List menu items. Do not include canned or bottled beverages, prepackaged snacks	Check if prepared at festival	Check if prepared off site	Leave blank for Health Department Comments
Cinnamon Roasted Almonds	✓		
Pecans		✓	
Cashews		✓	
Deluxe Mix		✓	
Salted Nuts		✓	

Sketch of Booth:



See Attached photo

I understand that my booth must meet the requirements of the Wisconsin Food Code at the time of inspection or a Temporary Food License may not be issued.

Glen D. Bojar 6/12/2012  
 SIGNATURE DATE

- Is this the first time this operation has been at the event? Y/N N
- If yes, and type of food service is Category D from other side of form, please attach a sketch of the booth at bottom of page.
- Address of kitchen facility approved to be used for off-site food preparation: Other events prior to event - made on site
- How will you provide temperature control for potentially hazardous foods? Circle as many as you will be using.
  - Hot holding: steam table, oven, charcoal grill, gas grill, steamers, stove, hot holding case, other: Heat Lamp
  - Reheating or cooking: oven, charcoal grill, gas grill, stove, fryers, other: Nut roasted
  - Cold Holding: commercial refrigerator/freezer, refrigerated truck, dry ice, drained ice, other: Cooler
- List other equipment (i.e. sinks/tables) to be used: Sinks in concession stand
- Materials used for booth construction (Circle):
  - Walls: wood, canvas, other: Metal
  - Floor: wood racks, plywood, shredded bark, concrete, other: wood
  - Overhead covering: metal
- List areas of booth that will be screened: \_\_\_\_\_
- What will you be using for utensil washing: SINK
- What will you be using for handwashing: SINK



Conession Stand  
8 x 14

**Olde Country Style Almonds Menu**

**Cinnamon Roasted Almonds, Cashews,  
Cinnamon Roasted Pecans and Deluxe Mix  
Salted Cashews and Smokehouse Almonds**

**Small \$4.00  
Medium \$7.00  
Large \$11.00**

**Rock Candy Suckers \$1.00 each**

**LEMONADE**

**Regular \$2.50  
Large \$4.00**

STATE OF WISCONSIN

VILLAGE OF BROWN DEER

MILWAUKEE COUNTY

---

Assessing of the Costs for  
Modifications to the Arbon  
Drive & STH 100 Intersection

**Resolution No. 12 -**

---

WHEREAS, the Village of Brown Deer, constructed a traffic signal at the intersection of Arbon Drive and STH 100 for the improvement of access to local businesses; and

WHEREAS, said traffic signal system provides improved vehicular and pedestrian traffic in the business area; and

WHEREAS, Wisconsin State Law requires a public hearing prior to the levying of said special assessments and said public hearing was conducted on June 18, 2012; and

WHEREAS, the Village Manager has made a determination of estimated assessments;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown Deer that the special assessments for the Arbon Drive and STH 100 Costs for Modifications be levied.

DATED this 18th day of June, 2012.

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

\_\_\_\_\_  
Russell Van Gompel, Village Clerk

(See Additional Information on Reverse Side)

Fee Paid \_\_\_\_\_

Receipt# \_\_\_\_\_

Date Issued \_\_\_\_\_

Permit# \_\_\_\_\_  
(FOR VILLAGE HALL USE ONLY)

STATE OF WISCONSIN

Milwaukee County            |  
  | ss.  
Village of Brown Deer       |

### APPLICATION FOR SODA WATER BEVERAGE LICENSE

The undersigned, hereby applies to the VILLAGE OF BROWN DEER, for a license to sell Soda Water Beverages to be consumed on or off the premises, during the license year ending June 30, \_\_\_\_\_, subject to the limitations imposed by Section 66.053 (2) of the Wisconsin Statutes and acts amendatory hereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license be granted. Said business is to be conducted on the following described premises within said Village, to wit:

Business Name of Applicant: Brown Deer 4th of July Committee      Trade Name (if different from business name): \_\_\_\_\_

Applicant's Mailing Address: 4920 W. Green Brook Dr.      City, State, Zip Code: Brown Deer, WI 53223

Applicant is (check one):     Individual     Partnership     Corporation     L.L.C.     Other \_\_\_\_\_

Name of Establishment to be Licensed: Brown Deer 4th of July Committee

Address of Licensed Premises (If applicant is not sole occupant of building, also give room number and building name):  
4920 W. Green Brook Dr., Brown Deer, WI 53223

Name of Applicant (please print): Chad A. Hoier      Telephone Number: (414) 371-3070  
Park and Rec. Director

Signature of Applicant: [Signature]      Date: 5/17/12.

## **ADDITIONAL INFORMATION**

No person, firm, or corporation shall, in any manner, directly or indirectly, upon any premises, or by any device, sell, exchange, barter, dispose of, or give away, or keep for sale, any soda water beverages, or any substitute therefore, without first obtaining a license:

### **Application:**

Submit to: Village Manager  
Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223  
414/371-3050

Print or type in ink.

Provide a complete answer for each question.

### **FEE:**

\$15.00 Annual Fee

### **DURATION:**

License shall have a term of one (1) year commencing on July 1 and expiring on June 30 of each year. If granted subsequent to July 1 in any given year, license shall expire on June 30 after issuance.

**APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: May 17, 2012

Town  Village  City of Brown Deer County of Milwaukee

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning July 4 and ending July 5 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. ORGANIZATION** (check appropriate box)  Bona fide Club  Church  Lodge/Society  Veteran's Organization  Fair Association

(a) Name Brown Deer 4th of July Committee

(b) Address 4900 W. Green Brook Drive, Brown Deer, WI 53223  
(Street)  Town  Village  City

(c) Date organized 08/07/1974

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

~~President~~ Chairperson Ann Griffin, 8159 N. 38 St., Brown Deer, WI 53209

Vice President Park and Rec. Director, Chad Hoier

Secretary 748 Juniper Ct.

Treasurer West Bend, WI 53095

(g) Name and address of manager or person in charge of affair: Same as above

**2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**

(a) Street number 4920 W. Green Brook Dr., Brown Deer, WI 53223

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

**3. NAME OF EVENT**

(a) List name of the event \_\_\_\_\_

(b) Dates of event \_\_\_\_\_

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer \_\_\_\_\_  
(Signature/date) Brown Deer 4th of July  
(Name of Organization)

Officer Chad Hoier 5/17/12  
(Signature/date) Park + Rec. Director

Officer \_\_\_\_\_  
(Signature/date) Village Manager

Date Filed with Clerk \_\_\_\_\_ Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

# APPLICATION

## PARADE OR PUBLIC ASSEMBLY

Name of Applicant:		Organization Name:	
Brown Deer 4 <sup>th</sup> of July Committee		Village of Brown Deer	
Applicant's Mailing Address:		City, State, Zip Code:	
4500 W. Green Brook Dr.		Brown Deer, WI 53223	
Phone/Home: (262) 306-3571		Phone/Business: (414) 305-8076	
Name of Event Coordinator:		Telephone Number:	Cellular Phone Number:
Chad A Hoier		(414) 371-3070	(414) 305-8076
Applicant is (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input checked="" type="checkbox"/> Other _____			
Date of Event: Wednesday, July 4, 2012.			
Assembly Area:		N. 52 Street and W. Dean Road	
Brown Deer Middle School 5757 W. Dean Rd. Dean School 8355 N. 55 Street			
Assembly Starting Time: 12:00 Noon		Ending Time: 3:00 p.m.	
Area/Route (include starting and termination points): Parade begins at Brown Deer Middle School and travels to the Village Park via 51 Street. Kiddie Parade begins at 52. Street and travels to the Village Park via N. 51 Street.			
Number of Participants: 75 Units		Estimated number of spectators: 2,000	
Parade Starting Time: 1:30 p.m.		Parade Ending Time: 3:00 p.m.	
Will the event traverse on all or part of the Village streets?:		W. Dean Rd., N. 51 St., W. Beaver Creek Parkway.	
Interval of space between units: -			
If public assembly, description of activities planned (i.e., alcohol served; band/music; amusement rides and/or activities): Village Park Activities, 12:00 Noon to 11:30 p.m. including Beer Tent.			
Designation of any public facilities or equipment to be utilized: Barricades and Signs			
Traffic/Police Assistance Required: Traffic Control for Parade, Supervision of dogs along parade route			

## ADDITIONAL INFORMATION

### Application:

Submit to: Chief of Police  
Brown Deer Police Department  
4800 West Green Brook Drive  
Brown Deer, WI 53223  
414-371-2900  
414-371-2929 (fax)

Print or type in ink.

Provide a complete answer for each question.

### FEE:

\$25.00 Fee

### DURATION:

If granted, application shall have a term of one (1) day commencing on date and time approved. In the event of cancellation, an application must be re-submitted for approval.

Regulations regarding parades and Public assembly regulations are covered under Section 5-18.01 of Volume I, Chapter V, Article 18, Parades and Public Assembly Regulations of the Village of Brown Deer Village Code. Applicant is required to review this section.

Signature of Applicant:  Chad A. Hoier Park and Rec. Director	Date of Application:  5/17/12
Police Chief:	Date of Approval:

An Ordinance Creating  
Volume I, Chapter V, Article 18  
"Parades and Public Assembly Regulations"  
of the Village of Brown Deer Village Code

ORDINANCE NO. 99-10

---

**WHEREAS**, the Village of Brown Deer Traffic and Public Safety Committee considered options and samples as they relate to Parades and Public Assembly ordinances and has recommended creation of such an ordinance.

**NOW, THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF BROWN DEER DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION I.** That Article 18, Chapter V, Volume I of the Village of Brown Deer Village Code be created to read as follows:

**Article 18, Parades and Public Assembly Regulations**

**SECTION 5-18.01 Purpose: Definitions.**

- (a) **Purpose.** The Village of Brown Deer recognizes that Village streets and highways are primarily for the use of vehicular travel. It further recognizes a need to use these public streets and highways for processions, parades, runs, walks, bicycle races, marathons, etc., which do not substantially interfere with the public's right to travel on such streets and highways. This Chapter is intended to regulate and control non-vehicular use of the streets and highways and for protecting the general welfare and safety of the persons using the streets and highways within the Village. Said authority to regulate is contained in Section 349.185, Wisconsin Statutes, and related sections.
- (b) **Definitions.** As used in this Chapter:
- (1) PARADE means any march, demonstration, procession or motorcade consisting of persons, animals, or vehicles or a combination thereof upon the streets, parks or other public grounds within the Village with an intent of attracting public attention that interferes with the normal flow or regulation of traffic upon the streets, parks or other public grounds.
  - (2) PARADE OR PUBLIC ASSEMBLY PERMIT means a permit as required by this Ordinance.
  - (3) PERSON means any person, firm, partnership, association, corporation, company or organization of any kind.

- (4) PUBLIC ASSEMBLY means any meeting, demonstration, picket line, rally or gathering of more than twenty-five (25) persons for a common purpose as a result of prior planning that interferes with the normal flow or regulation of pedestrian or vehicular traffic or occupies any public area in a place open to the general public.
- (5) SIDEWALK is any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.
- (6) STREET is any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.

**SECTION 5-18.02 Permit Requirements.**

- (a) **Permit required.** No person shall engage in or conduct any parade or public assembly unless a permit has been obtained in advance as provided in this Chapter.
- (b) **Exemptions from permit requirement.** A permit is not required for assembling or movement of a funeral procession or military convoy. Any parade, etc., sponsored by any agency of the federal or state government, acting in its governmental capacity within the scope of its authority, shall be required to obtain a permit, however, shall be exempt from the parade permit fee and insurance requirements contained herein.
- (c) **When application must be made.** A person seeking a parade or public assembly permit shall file an application with the Chief of Police on a form provided by the Village no less than thirty (30) days prior to the usage.
- (d) **Information required in application.** The application for a parade or public assembly permit shall set forth the following information:
  - (1) The name, address and telephone number of the applicant.
  - (2) The names, addresses and telephone number of the headquarters of the organization the usage is proposed to be conducted for, if any, and the authorized and responsible heads of such organization.
  - (3) The requested date when the usage is to be conducted.
  - (4) The route to be traveled, including the starting point and the termination point.
  - (5) The approximate number of persons who, and animals and vehicles which will constitute such parade or public assembly and the type of animals and description of the vehicles.
  - (6) The hours when such usage will start and terminate.
  - (7) A statement as to whether the parade or public assembly will occupy all or only a portion of the width of the streets proposed to be traversed.
  - (8) The location by street of any assembly areas for such parade or public assembly.
  - (9) The time at which units of the parade or public assembly will begin to assemble at any such area.

- (10) The intervals of space to be maintained between units of such parade or public assembly.
- (11) If the parade or public assembly is designed to be held by, or on behalf of, any person other than the applicant, the applicant for such permit shall file a letter from that person with the Chief of Police authorizing the applicant to apply for the permit on his behalf.
- (12) The type of public assembly, including a description of activities planned during the event.
- (13) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices to be used in connection with the parade or public assembly.
- (14) The approximate number of participants (spectators are not defined as participants).
- (15) The approximate number of spectators.
- (16) A designation of any public facilities or equipment to be utilized.
- (17) Any additional information that the Chief of Police finds reasonably necessary to a fair determination as to whether a permit should be issued.

(e) **Standards for Issuance.** The Chief of Police shall issue a permit as provided herein when, from a consideration of the application and from such other information as may be obtained, he finds that:

- (1) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route or location.
- (2) The conduct of the parade or public assembly will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location.
- (3) The concentration of persons, animals, and vehicles at public assembly points of the parade or public assembly will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas.
- (4) The conduct of the parade or public assembly is not reasonably likely to cause injury to persons or property.
- (5) The parade or public assembly is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- (6) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas.
- (7) There are sufficient parking places near the site of the parade or public assembly to accommodate the number of vehicles reasonably expected.
- (8) The applicant has secured the police protection, if any, required under Section 5-18.02(j).
- (9) Such parade or public assembly is not for the primary purpose of advertising any product, goods or event that is primarily for private profit, and the parade itself is not primarily for profit. The prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring exhibits or structures used in the parade.

- (10) No parade or public assembly permit application for the same time and location is already granted or has been received and will be granted.
- (11) No parade or public assembly permit application for the same time and location is already granted or has been received and will be granted, and the police resources required for that prior parade or public assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police services would have any immediate and adverse effect upon the welfare and safety of persons and property.
- (12) No event is scheduled elsewhere in the City where the police resources required for that event are so great that the deployment of police services for the proposed parade or public assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.

(f) **Notice of denial of application.**

The Chief of Police shall act upon the application for a parade permit within ten working days after the filing thereof. If the application is not approved, the Chief of Police shall mail to the applicant, within five days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.

(g) **Appeal Procedure.**

Any person aggrieved shall have the right to appeal the denial of a parade permit to the Village Manager. The appeal shall be taken within 10 days after notice. The Village Manager shall act upon the appeal within a reasonable time thereafter.

(h) **Alternative Permit.**

- (1) The Chief of Police, in denying an application for a parade or public assembly permit, may authorize the conduct of the parade or public assembly at a date, time, location, or route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Chief of Police, file a written notice of acceptance with the Chief of Police.
- (2) An alternate parade or public assembly permit shall conform to the requirements or, and shall have the effect of, a parade or public assembly permit issued under this Ordinance.

(i) **Fee.** There shall be no fees for permits/applications under this Chapter.

(10) **Charge for increased costs.**

- (1) The Chief of Police shall determine whether and to what extent additional police protection is reasonably necessary for the parade or public assembly for traffic control and public safety. The Superintendent of Public Works shall determine if municipal services are necessary for the parade or public assembly. Both, the Chief of Police and the Superintendent of Public Works shall base their decisions on the

size, location, duration, time and date of the event, the expected sale or service of alcoholic beverages, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. The speech content of the event shall not be a factor in determining the amount of police protection necessary. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the event. If additional municipal services for the public assembly are deemed necessary by either the Chief of Police or the Superintendent of Public Works, they shall so inform the applicant for the permit. The applicant then shall have the duty to secure the police protection and/or municipal services at the sole expense of the applicant.

- (2) Persons engaging in parades or public assemblies conducted for the sole purpose of public issue speech protected under the First Amendment are not required to pay for any police protection provided by the Village.
  
- (11) **Emergency revocation.** The Village President, Village Manager, or Chief of Police may revoke a permit already issued if the official deems that such action is justified by actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace, or by a major change in the conditions forming the basis of the standards of issuance. In lieu of revoking a permit, an above-named official may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running to the Village of Brown Deer and such third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the holding of the usage sufficient to indemnify the municipality and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants.
  
- (12) **Contents of Permit.**  
  
Each parade permit shall state the following information:
  - (1) Starting time.
  - (2) Speed of travel.
  - (3) Maximum interval of space to be maintained between units of parade.
  - (4) The portions of the streets to be traversed that may be occupied by the parade.
  - (5) The maximum length of the parade.
  - (6) Such other information as the Chief of Police shall find necessary to the enforcement of this ordinance.
  
- (13) **Notice of Issued Permit.** Immediately upon the issuance of a usage permit, the Chief of Police shall send a copy thereof to the following:
  - (1) Each public transportation utility whose regular service will be affected by the usage.
  - (2) Village Manager, Superintendent of Public Works, and Village President.
  
- (14) **Public Conduct During Parades.**

- (1) Interference. No person shall unreasonably hamper, obstruct, or impede, or interfere with any parade or parade assembly, or with any person or vehicle participating or used in a parade.
- (2) Driving through parades. No driver or a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- (3) Parking on parade route. The Chief of Police shall have the authority when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. Signs shall be posted to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this ordinance.

**SECTION 5-18.03 Penalties.**

Any person violating any of the provisions of this section shall, upon conviction thereof, forfeit not less than twenty-five (\$25.00) dollars, nor more than one thousand-five hundred (\$1500.00) dollars, or in default of payment, be imprisoned in the County Jail or House of Correction of Milwaukee County for not more than ninety (90) days. Each violation of any provisions of this Ordinance shall constitute a separate offense, and every day a violation continues shall constitute a separate offense.

**SECTION II. EFFECTIVE DATE.**

This Ordinance shall be in full force and effective after its passage and publication according to law.

**PASSED** and **ADOPTED** by the Village Board of the Village of Brown Deer this  
\_\_\_\_\_ day of September, 1999.

\_\_\_\_\_  
Duane Wolfgram, Village President

\_\_\_\_\_  
Russell Van Gompel, Village Manager

# APPLICATION

TRANSIENT AND TEMPORARY OUTDOOR ENTERTAINMENTS		
Name of Applicant: <u>Brown Deer 4th of July Committee</u>	Organization Name: <u>Village of Brown Deer</u>	
Applicant's Mailing Address: <u>4800 W. Green Brook Dr.</u>	City, State, Zip Code: <u>Brown Deer, WI 53223</u>	
Phone/Home:	Phone/Business:	
Name of On-Scene Event Coordinator: <u>Chad A. Hoier</u>	Telephone Number: <u>(414) 371-3070</u>	Cellular Phone Number: <u>(414) 305-8076</u>
Applicant is (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input checked="" type="checkbox"/> Other _____		
Date of Event: <u>Wednesday, July 4, 2012</u>		
Location Address: <u>4920 W. Green Brook Dr., Brown Deer, WI 53223</u>		
Location Description (please be specific, i.e., parking lot, backyard, etc.): <u>Village Park</u>		
Starting Time: <u>12:00 Noon</u>	Ending Time: <u>11:30 p.m.</u>	
Number of People Attending (Estimated) <u>5,000</u>	Adults:	Juveniles:
Description of Entertainment/Activity to be Provided (please be specific): <u>Annual 4th of July Celebration.</u>		
Traffic/Police Assistance Required: <u>Traffic Control for Parade, supervision of Dog a long Parade route, supervision of Village Park and bicycle trail, park supervision after fireworks</u>		
Name of Private Security Company: <u>Original R.T.M.</u>	Contact Person: <u>Dave Davenport</u>	
Business Address: <u>P.O. Box 659 Milwaukee, WI 53201</u>	Business Telephone Number: <u>(414) 645-2060</u>	

## ADDITIONAL INFORMATION

### Application:

Submit to: Village Manager  
Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223  
414/371-3050

Print or type in ink.

Provide a complete answer for each question.

### FEE:

\$25.00 Fee

### DURATION:

If granted, application shall have a term of one (1) day commencing on date and time approved. In the event of cancellation, an application must be re-submitted for approval.

Regulations regarding processions, parades, etc. are covered under Section 5-17.01 of Volume I, Chapter V, Article 17, Transient and Temporary Outdoor Entertainments of the Village of Brown Deer Village Code. Applicant is required to review this section.

Signature of Applicant: <i>Chad A. Hoier</i> Chad A. Hoier Park and Rec. Director	Date of Application: <i>5/17/12</i>
Village Clerk:	Date of Approval:

**TRANSIENT AND TEMPORARY OUTDOOR PERMIT  
SUPPLEMENTAL INFORMATION**

**GENERAL INFORMATION :**

Is this event associated with an existing business? YES NO

Is any part of the event taking place on the grounds or premises of the business? YES NO

Is the business a licensed premise? YES No

Identify the licenses held by the involved business: \_\_\_\_\_  
\_\_\_\_\_

Is there any anticipated promotional efforts associated with this event? YES NO

Describe promotional plans for the event and attach any fliers, advertisements, and/or scripts that will be used in the promotion of the event.  
Copy of 4th of July Official Program attached from 2011

**LIVE MUSIC INFORMATION:**

Band Name(s): Andrea and The Mods  
Mary Del Rae Duo

Promotional Representative: \_\_\_\_\_

If no Promotional Representative, state last locations band has played at:  
\_\_\_\_\_

Instrument(s): \_\_\_\_\_  
(No. & Type) \_\_\_\_\_  
\_\_\_\_\_

Instrument Amplification: YES NO

**CROWD CONTROL INFORMATION :**

Anticipated maximum number of persons on site at one time? 2,000

If event is indoors, occupancy limit of the facility being used? N/A

No. of Bathroom Facilities available? : 11 Portable Restrooms, 1 Handicap  
2 Permanent Restroom located  
in Park.

No. and size (in gallons) of Garbage Receptacles available? : 40 Yard Dumpster

Parking Locations Available : FIS 4900 W. Brown Deer Rd.  
Village Hall, 4800 W. Green Brook Dr.  
Street Parking

(Use of private business parking lots is not permitted without consent of owner. Indicate any consent obtained from owners of private lots by identifying them and providing their phone numbers.)

Will any Security personnel be on site?  YES  NO

Number of Security personnel to be on site? 1-2 Depending on time of Day

If Security personnel are used, identify the professional organization they will be obtained from: Original R.T.M Event Services

Contact Person's Name: Dave Davenport Phone Number: (414) 645 2060

Insurance Coverage for Event Obtained?  YES  NO

Identify Insurance Company and Policy Number : Special Event Coverage

Are there any concerns and/or issues that should be noted that may result from this event?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have plans to address any identified issues and/or concerns?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FOOD SALES OR PROVISION INFORMATION :

(Businesses holding a restaurant license need not respond unless food preparation and sales are off premise and/or outside the normal scope of the business operation)

Food sales? :  YES  NO

Food provided without sales? : YES  NO

If "yes", identify type of food that will be available: Brats, Hot Dogs, Hamburgers,  
Nacho's, Corn on the Cob, Relishes  
Soda & Water

Food Preparation Outdoors?  YES  NO

Manner of preparation : Charcoal Grills

Amount of food to be prepared : Approx. 1000 sandwiches

**BEVERAGE SALES AND/OR PROVISIONS :**

(Businesses holding a liquor license need not respond unless any sales, provision, or consumption of alcohol occurs off premise and/or outside the normal scope of the business operation)

Alcoholic beverage sales? YES NO

Licensed servers at location? YES NO

Alcohol not sold but available? YES NO

Anticipated quantity and types of Alcohol to be provided? :

25 half barrels Beer  
5-8 Cases Mike's Hard Lemonade  
On Consignment

Alcohol to be "Served" or "Openly Accessible"? SERVED OPEN ACCESS

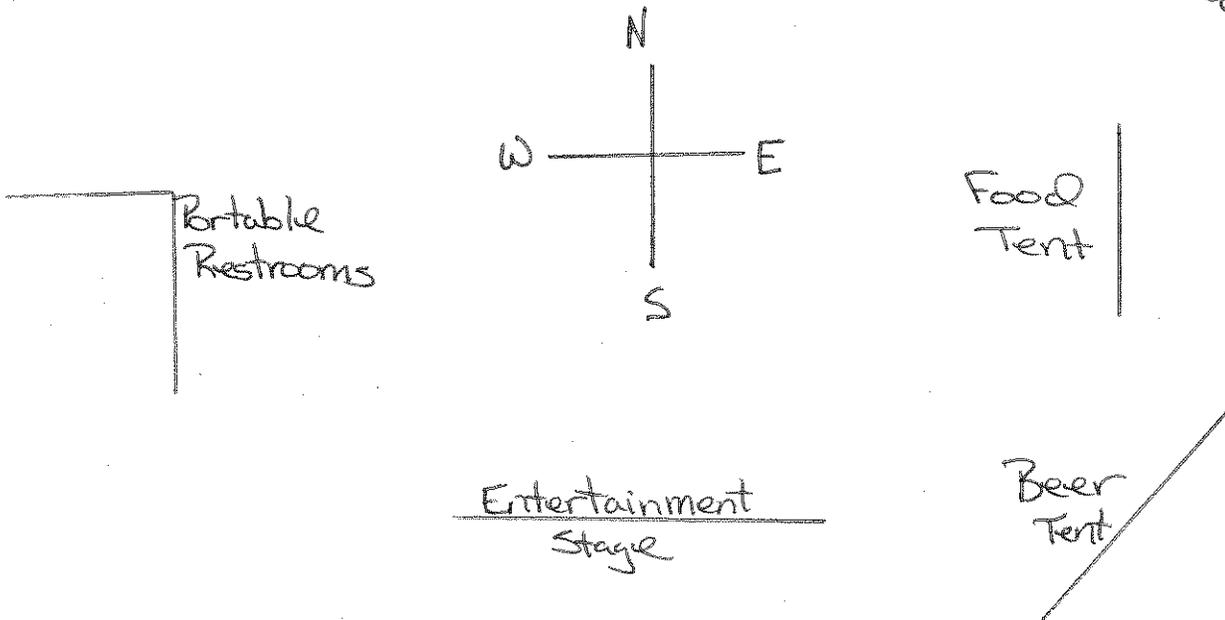
Soft Drink Sales? YES NO

**EVENT PLAN :**

Please provide a diagram of your anticipated layout of your site. Identify any tents or other structures at the location. Indicate specifically areas where food is served, alcohol is served or accessible, music is played and the direction the sound will be projected, as well as garbage receptacles and bathroom facilities locations:

Bingo Shelter

Fire Works



C. Raier

5/17/12

( ) 414 - 371-3070

Submitted By:

Date

Contact Number(s)

Chal Hoier, Park and Recreation Director



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Approval and Submittal of the CMAR Report for Activities of 2011
<b>PREPARED BY:</b>	Larry Neitzel, Supt. of Public Works
<b>REPORT DATE:</b>	June 11, 2012
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input checked="" type="checkbox"/> No additional comments to this report. <i>RV. Neitzel</i> <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	Approve CMAR Report and adopt resolution of approval and authorizing submittal to Wisconsin DNR.
<b>EXPLANATION:</b>	<p>The Village of Brown Deer provides its residents the service of wastewater disposal via the operation of a sanitary sewer collection system that discharges to the MMSD (Milwaukee Metropolitan Sewerage District) for final treatment. The Village's collection system is regulated through the EPA and WDNR by a WPDES (Wisconsin Pollutant Discharge Elimination System) permit. The WPDES permit and NR 208 require that the Village submit a yearly report (CMAR – Compliance Maintenance Annual Report) of operations of the collection system to WDNR by June 30<sup>th</sup>. WDNR has developed an electronic report form that is used to develop a uniform report of the activities from all system owners. A printout of the report is attached to this memo. One of the requirements of the report is that the governing body of the collection system review and approves the report and adopts a resolution for such approval and authorizing submittal of the report to WDNR. A draft resolution is attached for review and adoption on Monday, June 18<sup>th</sup>.</p> <p>Due to the heavy rain event of July 27<sup>th</sup> and related sanitary sewer overflow, the grade for the collection system of the report was a "B" which requires no action of the Village Board. Page 11 of 11 has the recommended wording for a voluntary response by the Village Board. The overall grade (3.25) improved from 2010 due to the reduction of SSO's.</p> <p>The WDNR had determined that the event of July 27<sup>th</sup> was unusual and above the limit for normal operations. The WDNR had determined that no corrective actions were required for the event periods. Further action by the Village, other than that which is included in current plans, is not deemed necessary by WDNR.</p>

STATE OF WISCONSIN

VILLAGE OF BROWN DEER

MILWAUKEE COUNTY

Approval of and  
submittal of the CMAR Report  
for the Activities of 2011

Resolution No. 12 -

WHEREAS, the Village of Brown Deer is regulated by a WPDES (Wisconsin Pollution Discharge Elimination System) permit for its wastewater collection system; and

WHEREAS, the WPDES permit and NR 208 of the Wisconsin Administrative Code requires the Village to submit a CMAR (Compliance Maintenance Annual Report) by June 30<sup>th</sup> annually for the previous year's activities; and

WHEREAS, the CMAR Report for the Activities of 2011 has been submitted to and reviewed by the Village Board;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown Deer that the CMAR Report for the Activities of 2011 is hereby approved and the Superintendent of Public Works is directed to submit the report to the Wisconsin Department of Natural Resources prior to June 30, 2012 with all required certifications.

DATED this 18<sup>th</sup> day of June, 2012.

Carl Krueger, Village President

Countersigned:

Russell Van Gompel, Village Clerk

For publication  
Brown Deer Herald:

\_\_\_\_\_, 2012

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Financial Management

	Questions	Points									
1.	Person Providing This Financial Information  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Bridget Souffrant</td> </tr> <tr> <td>Telephone:</td> <td>(414) 371-3040</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td>bsouffrant@browndeerwi.org</td> </tr> </table>	Name:	Bridget Souffrant	Telephone:	(414) 371-3040	E-Mail Address(optional):	bsouffrant@browndeerwi.org				
Name:	Bridget Souffrant										
Telephone:	(414) 371-3040										
E-Mail Address(optional):	bsouffrant@browndeerwi.org										
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?  <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) If No, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0									
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2011  <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility)	0									
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?  <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points)	0									
<b>REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)</b>											
5.	Equipment Replacement Funds  5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2011  <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0									
	5.2 What amount is in your Replacement Fund? <div style="text-align: center;"><b>Equipment Replacement Fund Activity</b></div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">5.2.1 Ending Balance Reported on Last Year's CMAR:</td> <td style="width: 10%; text-align: right;">\$285,153.00</td> <td style="width: 20%;"></td> </tr> <tr> <td>5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">+</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>5.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$285,153.00</td> </tr> </table>	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$285,153.00		5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$0.00	5.2.3 Adjusted January 1st Beginning Balance		\$285,153.00	
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$285,153.00										
5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$0.00									
5.2.3 Adjusted January 1st Beginning Balance		\$285,153.00									

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Financial Management (Continued)

	<b>5.2.4 Additions to Fund</b> (e.g., portion of User Fee, earned interest, etc.)	+	\$22,038.00
	<b>5.2.5 Subtractions from Fund</b> (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*)	-	\$392.00
	<b>5.2.6 Ending Balance as of December 31st for CMAR Reporting Year</b>		\$306,799.00
(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)			
*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above			
misc. parts/equipment			

**5.3 What amount should be in your replacement fund?** \$306,500.00  
 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)

**5.3.1** Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?

Yes  
 No Explain:

## 6. Future Planning

**6.1** During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?

Yes (If yes, please provide major project information, if not already listed below)  
 No

Project Description	Estimated Cost	Approximate Construction Year
Inflow/Infiltration Control - testing and sealing of laterals, manholes and mainline sewer. May also include CIPP of mainline sewer or spot repairs as required by inspections.	\$185,000.00	2006
Sewer Lateral Relay - replacement of sewer lateral from main to property line. This is done with relay of water service. Funds may transfer to I/I projects if available.	\$110,000.00	2006
Inflow/Infiltration Control	\$185,000.00	2007
Sewer Lateral Relay	\$110,000.00	2007
Inflow/Infiltration Control	\$185,000.00	2008
Sewer Lateral Relay	\$110,000.00	2008
Inflow/Infiltration Control	\$185,000.00	2009
Sewer Lateral Relay	\$110,000.00	2009
Inflow/Infiltration Control	\$185,000.00	2010
Sewer Lateral Relay	\$110,000.00	2010

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

Financial Management (Continued)

Inflow/Infiltration Control	\$185,000.00	2011
Sewer Lateral Relay	\$110,000.00	2011
Inflow/Infiltration Control	\$195,000.00	2012
Sewer Lateral Relay	\$120,000.00	2012
Inflow/Infiltration Control	\$195,000.00	2013
Sewer Lateral Relay	\$120,000.00	2013
Inflow/Infiltration Control	\$200,000.00	2014
Sewer Lateral Relay	\$125,000.00	2014
Inflow/Infiltration Control	\$200,000.00	2015
Sewer Lateral Relay	\$125,000.00	2015
Inflow/Infiltration Control	\$200,000.00	2016
Sewer Lateral Relay	\$125,000.00	2016
Inflow/Infiltration Control	\$200,000.00	2017
Sewer Lateral/Main Relay	\$125,000.00	2017
Inflow/Infiltration Control	\$200,000.00	2018
Sewer Lateral Relay	\$130,000.00	2018
Inflow/Infiltration Control	\$200,000.00	2019
Sewer Lateral Relay	\$130,000.00	2019
Inflow/Infiltration Control	\$200,000.00	2020
Sewer Lateral Relay	\$130,000.00	2020
MMSD/Village Private Property I/I Reduction	\$80,000.00	2012
MMSD/Village PPII Reduction	\$80,000.00	2013
MMSD/Village PPII Reduction	\$80,000.00	2014
MMSD/Village PPII Reduction	\$80,000.00	2015
Inflow/Infiltration Control	\$200,000.00	2021
Sewer Lateral/PPII	\$200,000.00	2021
7. Financial Management General Comments:		
<div style="border: 1px solid black; width: 60%; margin: auto; height: 20px;"></div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?	
	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	<input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	<div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Goals:</b> Describe the specific goals you have for your collection system:  <div style="border: 1px solid black; padding: 2px; margin-left: 20px;">To have no SSO's under dry and designed rain event conditions.</div> </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Organization:</b> Do you have the following written organizational elements (check only those that you have):                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ownership and governing body description</li> <li><input checked="" type="checkbox"/> Organizational chart</li> <li><input checked="" type="checkbox"/> Personnel and position descriptions</li> <li><input checked="" type="checkbox"/> Internal communication procedures</li> <li><input checked="" type="checkbox"/> Public information and education program</li> </ul> </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Legal Authority:</b> Do you have the legal authority for the following (check only those that apply):                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Sewer use ordinance    Last Revised MM/DD/YYYY    <div style="border: 1px solid black; padding: 2px; display: inline-block;">12/14/2011</div></li> <li><input checked="" type="checkbox"/> Pretreatment/Industrial control Programs</li> <li><input checked="" type="checkbox"/> Fat, Oil and Grease control</li> <li><input checked="" type="checkbox"/> Illicit discharges (commercial, industrial)</li> <li><input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc)</li> <li><input checked="" type="checkbox"/> Private lateral inspections/repairs</li> <li><input checked="" type="checkbox"/> Service and management agreements</li> </ul> </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Maintenance Activities: details in Question 4</b> </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Design and Performance Provisions:</b> How do you ensure that your sewer system is designed and constructed properly?                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> State plumbing code</li> <li><input checked="" type="checkbox"/> DNR NR 110 standards</li> <li><input checked="" type="checkbox"/> Local municipal code requirements</li> <li><input checked="" type="checkbox"/> Construction, inspection and testing</li> <li><input type="checkbox"/> Others:</li> </ul> </div>	

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

	<input checked="" type="checkbox"/>	<p><b>Overflow Emergency Response Plan:</b> Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Alarm system and routine testing</li> <li><input checked="" type="checkbox"/> Emergency equipment</li> <li><input checked="" type="checkbox"/> Emergency procedures</li> <li><input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc)</li> </ul> <p><input checked="" type="checkbox"/> <b>Capacity Assurance:</b> How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Current and up-to-date sewer map</li> <li><input checked="" type="checkbox"/> Sewer system plans and specifications</li> <li><input checked="" type="checkbox"/> Manhole location map</li> <li><input checked="" type="checkbox"/> Lift station pump and wet well capacity information</li> <li><input checked="" type="checkbox"/> Lift station O&amp;M manuals</li> </ul> <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Areas with flat sewers</li> <li><input checked="" type="checkbox"/> Areas with surcharging</li> <li><input checked="" type="checkbox"/> Areas with bottlenecks or constrictions</li> <li><input checked="" type="checkbox"/> Areas with chronic basement backups or SSO's</li> <li><input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation</li> <li><input checked="" type="checkbox"/> Areas with heavy root growth</li> <li><input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I)</li> <li><input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity</li> <li><input checked="" type="checkbox"/> Adequacy of capacity for new connections</li> <li><input checked="" type="checkbox"/> Lift station capacity and/or pumping problems</li> </ul> <p><input checked="" type="checkbox"/> <b>Annual Self-Auditing of your O&amp;M/CMOM Program</b> to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input checked="" type="checkbox"/> <b>Special Studies Last Year (check only if applicable):</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Infiltration/Inflow (I/I) Analysis</li> <li><input type="checkbox"/> Sewer System Evaluation Survey (SSES)</li> <li><input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)</li> <li><input type="checkbox"/> Lift Station Evaluation Report</li> <li><input checked="" type="checkbox"/> Others:</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Flow monitoring and CCTV</div>	
--	-------------------------------------	---	--

4. Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:

Cleaning	4.4	% of system/year
Root Removal	1.5	% of system/year
Flow Monitoring	12.25	% of system/year
Smoke Testing	0	% of system/year

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

Sewer Line Televising	1.9	% of system/year
Manhole Inspections	21.43	% of system/year
Lift Station O&M	12	# per L.S/year
Manhole Rehabilitation	4.3	% of manholes rehabed
Mainline Rehabilitation	3.2	% of sewer lines rehabed
Private Sewer Inspections	7.1	% of system/year
Private Sewer I/I Removal	3.5	% of private services
Please include additional comments about your sanitary sewer collection system below:		
Jet/Vac down for 1/2 of year - set cleaning behind, additional flow meters to be installed 2012.		

**5. Provide the following collection system and flow information for the past year:**

32.59	Total Actual Amount of Precipitation Last Year
34.73	Annual Average Precipitation (for your location)
53.0845	Miles of Sanitary Sewer
1	Number of Lift Stations
0	Number of Lift Station Failure
0	Number of Sewer Pipe Failures
0	Number of Basement Backup Occurrences
0	Number of Complaints
	Average Daily Flow in MGD



# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)				10
	Date	Location	Cause	Estimated Volume (MG)
1.	07/27/2011 10:30:00 PM to 07/27/2011 11:30:00 PM	Betty & Range Manhole 4022.	Rain	0.0210
<p>Were there SSOs that occurred last year that are not listed above?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
<b>PERFORMANCE INDICATORS</b>				
0.00	Lift Station Failures(failures/ps/year)			
0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
0.02	Sanitary Sewer Overflows (number/sewer mile/yr)			
0.00	Basement Backups(number/sewer mile)			
0.00	Complaints (number/sewer mile)			
	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	<p>Was infiltration/inflow(I/I) significant in your community last year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px;">                     Single SSO in one small area affected more by large flow in MIS from City of Milwaukee                 </div>			
7.	<p>Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p style="margin-left: 20px;"> <input checked="" type="radio"/> Yes  <input type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px;">                     Single SSO in one small area affected more by large flow in MIS from City of Milwaukee                 </div>			

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:  
6/11/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

8	Explain any infiltration/inflow(I/I) changes this year from previous years?	
	Reduction, laterals replaced or sealed, 2 mainline sections abandoned, continued mainline sealing	
9	What is being done to address infiltration/inflow in your collection system?	
	Expand flow monitoring in 2012, continue testing and chemical grout sealing of mainline and laterals, continue lateral replacement program as projects allow, Private Property I/I program to begin 2012.	

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:

Reporting Year: 2011

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	B	3.0	3	9
TOTALS			4	13
GRADE POINT AVERAGE(GPA)=3.25		3.25		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Brown Deer Village

Last Updated:

Reporting Year: 2011

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
Village of Brown Deer	06/18/2012
<b>RESOLUTION NUMBER</b>	
12-	
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):</b>	
<b>Financial Management: Grade=A</b>	
Continue with Sanitary Fund reviews and adjustments to rates and borrowings to maintain adequate capital for operations and improvements.	
<b>Collection Systems: Grade=B</b>	
Continue with operations and system improvements as planned and implement the Private Property Inflow/Infiltration program.	
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.25</b>	



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Resolution No. 12 -, A Approving Amendment No. 7 to the North Shore Fire Department Agreement to Provide Each Participating Municipality's Contribution Be Set as a Fixed Percentage of the Fire Department's Budget
<b>PREPARED BY:</b>	Russell Van Gompel, Village Manager 
<b>REPORT DATE:</b>	June 12, 2012
<b>EXPLANATION:</b>	<p>Attached is a resolution to amend the NSFD funding formula. A separate resolution was unanimously approved by the Board of Directors of the North Shore Fire Department on June 12, 2012. The fixed percentages are included in Exhibit C, a copy of which is also attached. Please note that Brown Deer's contribution will be set at 17.69%</p> <p>Also included in your packet is the Amended Report to the Board of Directors from the Funding Formula Subcommittee. The report includes an executive summary, introduction, formula discussion, timeline, and data created by the subcommittee regarding the issue of the funding formula.</p> <p>Chief Whitaker and I will be available to answer any question at the meeting. Each community will be required to pass the resolution in order to approve the amendment to the North Shore Fire Department Agreement.</p>

A Resolution Approving Amendment No. 7  
To the North Shore Fire Department Agreement  
To Provide Each Participating Municipality's Contribution  
Be Set as a Fixed Percentage of the Fire Department's Budgets

Resolution No. 12 -

**WHEREAS**, the Board of Directors of the North Shore Fire Department on June 12, 2012 unanimously adopted Resolution No. 12 - 02 that recommends Amendment No. 7 to the Amended and Restated North Shore Fire Department Agreement, (hereinafter "Amendment No. 7"), attached to and made a part of this Resolution, be approved by each of the municipalities a party to the Amended and Restated North Shore Fire Department Agreement (hereinafter "The Agreement"); and

**WHEREAS**, Amendment No.7 to the Agreement must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities;

**NOW, THEREFORE, BE IT RESOLVED**, by the Village of Brown Deer Board of Trustees that the Village of Brown Deer hereby approves Amendment No. 7 to the Agreement in the form presented as attached and directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

**PASSED AND ADOPTED** by the Village Board of the Village of Brown Deer this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

VILLAGE OF BROWN DEER

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

\_\_\_\_\_  
Russell Van Gompel, Village Manager

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

**RESOLUTION NO. 12-02**

**A Resolution to Unanimously Recommend Amendment No. 7 to the North Shore Fire Department Agreement to Provide that Each Participating Municipality's Financial Contribution Be Set As a Fixed Percentage of the Fire Department's Budgets.**

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**WHEREAS**, the Board of Directors of the North Shore Fire Department at its meeting of May 8, 2012 received and considered the recommendation of the Funding Formula Subcommittee to amend the North Shore Fire Department Agreement signed and dated December 30, 1994 (hereinafter "the Agreement") to replace the financing formula with a specific contribution percentage of the Fire Departments budgets for each participating municipality; and

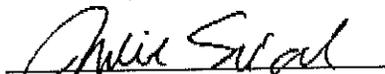
**WHEREAS**, section 23 of the Agreement provides that the Agreement may be amended by unanimous vote of the Board of Directors recommending the amendment at least thirty (30) days after it is submitted for consideration and further that the amendment must be approved by the unanimous vote of the member municipalities.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors that the attached "Amendment No. 7 to Amcended and Restated North Shore Fire Department Agreement" (hereinafter "Amendment No. 7") was submitted substantially as attached at least thirty (30) days in advance to the Board of Directors and that Amendment No. 7 is hereby unanimously recommended for approval by each of the municipalities that is a party to the Agreement.

**PASSED AND ADOPTED** by the Board of Directors of the North Shore Fire Department this 12th day of June, 2012.

  
Samuel D. Dickman, President

Countersigned:

  
Julie Siegel, Secretary

**AMENDMENT NO. 7 TO AMENDED AND RESTATED  
NORTH SHORE FIRE DEPARTMENT AGREEMENT**

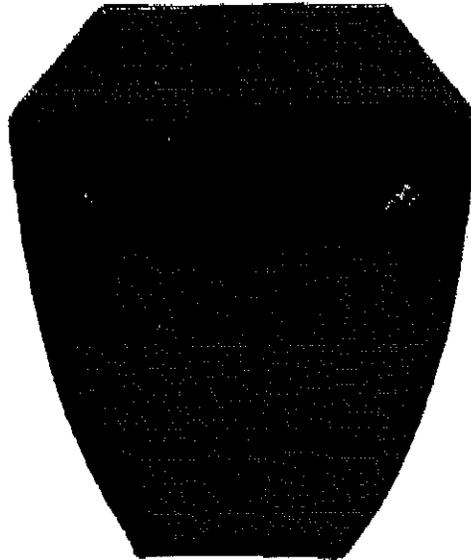
**Exhibit C**, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula is hereby amended as follows:

For budget years after 2012 each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated using the percentages set forth below. The Board of Directors President shall appoint a committee that shall review the cost sharing percentages every five years beginning in 2017.

This amendment shall terminate and be of no further effect from the time that any of the seven communities that are members of the North Shore Fire Department withdraw, are expelled or in any other way cease to continue as participating members of the North Shore Fire Department.

Community	Percentage
Bayside	6.20
Brown Deer	17.69
Fox Point	10.31
Glendale	28.16
River Hills	2.94
Shorewood	17.45
Whitefish Bay	17.25

# **Funding Formula Subcommittee**



**Amended Report to Board of Directors**

## **Executive Summary**

The North Shore Fire Department is primarily funded through annual contributions from each member community. Each community's share of the contribution is determined through a funding formula that was established as part of the original North Shore Fire Services Agreement created in 1994. The formula uses three factors to establish the division of costs. Those factors include; population, equalized value of improvements and usage of services. These factors are used to create a percentage of contribution by community. An amendment to the original formula was passed in 2006 that froze the percentage of contribution at 2007 rates for a period of five years. That freeze is set to expire after the 2012 budget year.

The Board of Directors appointed a subcommittee to review the funding formula and make a recommendation for any changes to the formula at the end of the freeze period. The subcommittee closely evaluated the original funding formula and discussed the merits of changes to that formula. In Spring of 2011 one formula was presented to the Board for further discussion. At that time, the Board took no further action on the formula. The formula presented utilized the original funding formula as its basis, but amended the language to reflect a five year rolling average of population, equalized value of improvements and usage. The recommendation also included a change that credited each community with the revenue from fees for service, permit fees and 2% Fire Dues back to the community where it was produced.

In Spring 2012 the subcommittee reinitiated discussions regarding the impact of the formula presented. It was determined that the tax levy limits in the State budget create an inability for communities to raise their tax levy to compensate for any increase in contributions to the fire department as a result of a formula change. The subcommittee determined that the formula they presented in Spring of 2011 presents too many challenges to the member communities and it would likely not receive unanimous approval from either the Board of Directors or the member communities as required by the North Shore Fire Services Agreement. The subcommittee has hence recommended a different formula to the Board as an amendment to the Fire Services Agreement that sets percentages for community contributions moving forward.

## **Introduction**

The North Shore Fire Department, founded in 1995, is primarily funded by the seven member communities. Funds for the Operating and Capital Budgets come from the member communities based on a funding formula that is detailed in the North Shore Fire Services Agreement. Other funds are received from fees for service and permits, grants and funding from the State of Wisconsin including 2% Fire Dues for conducting fire prevention/inspection activities.

The three components of the current funding formula consist of:

- **Population**  
Thirty-three and 33/100 percent (33.33%) of the total budget contribution is shared among the municipalities in proportion to each municipality's percentage share of the total population of the municipalities as determined by the State of Wisconsin Department of Administration for the prior year.

- **Equalized Valuation**  
Thirty-three and 33/100 percent (33.33%) of the total budget contribution is shared among the municipalities in proportion to each municipality's percentage share of the equalized valuation of improvements, excluding land, of all the municipalities as determined by the State of Wisconsin Department of Revenue for the prior year.

Total equalized valuation of improvements, excluding land, is divided into residential, commercial and industrial classifications. A multiplier of 1 for total residential valuation, 2 for total commercial valuation and 3 for total industrial valuation is applied.

- **Usage**  
Thirty-three and 34/100 percent (33.34%) of the total budget contribution is shared among the municipalities in proportion to each municipality's percentage share of usage of NSFD services for emergency incidents. The share of usage is based on each municipality's percentage share of the total usage of the three (3) preceding years.

An Amendment to the Fire Services Agreement was passed by the Fire Department Board of Directors and all seven member communities in 2006 that froze the member municipality's percentage of contribution towards the costs of the North Shore Fire Department at the 2007 level. The 'frozen' percentages from 2007 were used to calculate each community's share of contribution to NSFD from 2008 through and including 2012.

A subcommittee consisting of Glendale Mayor Jerry Tepper, Shorewood Village President Guy Johnson, Brown Deer Village Manager Russ Van Gompel and North Shore Professional Firefighters Association Local 1440 President Steven Toppel was appointed by the Board to review the funding formula, its related issues and recommend potential changes to the formula.

The subcommittee met several times over the past three years. The subcommittee began focusing on one formula in Spring of 2011, although concern was raised that any community required to increase its fire department contribution as part of a formula change under a 0% tax levy cap would be under significant hardship. The subcommittee presented this formula to the Board but recommended not taking any action on that formula until the 2011-2013 State Budget was acted upon.

The 2011-2013 State Budget did ultimately include a 0% tax levy cap in addition to several other major changes to local government funding. The subcommittee reevaluated the formula that it had presented to the Board in Spring of 2011 and determined that the tax levy caps and their local impacts would create significant challenges to political acceptance of that formula.

Several additional subcommittee meetings were held and a new recommended funding distribution has been developed for presentation to the Board.

### **Formula Discussion**

The subcommittee held several meetings over three years to review the current formula and discuss potential changes to the formula for future years. Many discussions occurred on the philosophy of funding formulas and focused on what components should make up a funding formula for a fire and emergency services organization. Several members of the subcommittee made recommendations to the group for modifications to the formula throughout the process. The group also discussed legislation, specifically at the State level, that impedes consolidation efforts or impacts funding formulas.

The subcommittee is recommending amending the Fire Services Agreement to set specific contribution percentages for each community. An amendment to the Fire Services Agreement would be required to pass unanimously at the Board of Directors and in all seven member communities at the local government level to implement this change.

A draft amendment follows that outlines the specific funding distribution. The proposed distribution raises the City of Glendale's percentage of contribution to 28.16% to more accurately reflect the development that has occurred in the City over the last five years thus resulting in a reduction in contribution percentage for the other six member communities.

In accordance with the Fire Services Agreement, the amendment cannot be voted on by the Board of Directors until 30 days after it is proposed to the Board. A timeline for movement of this Amendment through the required processes is also included in this document.

**AMENDMENT NO. 7 TO AMENDED AND RESTATED  
NORTH SHORE FIRE DEPARTMENT AGREEMENT**

**Exhibit C**, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula is hereby amended as follows:

For budget years after 2012 each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets shall be calculated using the percentages set forth below. The Board of Directors President shall appoint a committee that shall review the cost sharing percentages every five years beginning in 2017.

This amendment shall terminate and be of no further effect from the time that any of the seven communities that are members of the North Shore Fire Department withdraw, are expelled or in any other way cease to continue as participating members of the North Shore Fire Department.

Community	Percentage
Bayside	6.20
Brown Deer	17.69
Fox Point	10.31
Glendale	28.16
River Hills	2.94
Shorewood	17.45
Whitefish Bay	17.25

**Timeline for Proposed Amendment No 7**

May 8, 2012: Formula Subcommittee presents Amendment 7 to the Board of Directors

June 12, 2012: Board of Directors considers Amendment 7

June 12, 2012: Fox Point Village Board Meeting

June 18, 2012: Brown Deer Village Board Meeting

Shorewood Village Board Meeting

June 20, 2012: River Hills Village Board Meeting

June 21, 2012: Bayside Committee of the Whole Meeting

June 25, 2012: Glendale Common Council Meeting

July 2, 2012: Whitefish Bay Village Board Meeting

July 10, 2012: NSFD Board Meeting to discuss results of community votes

## **Data**

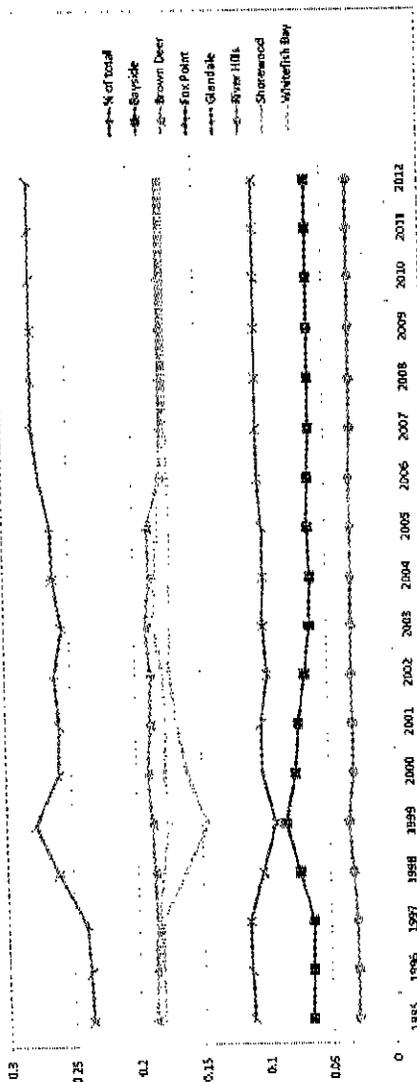
Included with this report is a summary of how the formula discussed in the report would impact each member community.

- 1) Summary of formula scenarios
- 2) Calculation details on Amended Frozen Formula
- 3) Community contribution history





Operation % of Total	Average 1995-2012												Proposed Formula %						
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006		2007	2008	2009	2010	2011	2012
% of total	6.59%	6.51%	6.42%	7.43%	7.45%	7.66%	7.33%	8.64%	8.41%	8.29%	8.46%	6.96%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%
Bayside	18.70%	18.75%	18.59%	18.70%	18.64%	19.13%	18.88%	18.62%	18.13%	18.80%	18.81%	17.81%	17.81%	17.81%	17.81%	17.81%	17.81%	17.81%	17.81%
Brown Deer	11.16%	11.32%	11.39%	10.30%	8.24%	10.24%	10.33%	9.74%	10.04%	9.98%	10.00%	10.32%	10.38%	10.38%	10.38%	10.38%	10.38%	10.38%	10.38%
Fox Point	23.65%	23.74%	24.00%	26.05%	27.80%	26.00%	25.83%	28.23%	25.67%	26.24%	28.53%	27.17%	27.67%	27.67%	27.67%	27.67%	27.67%	27.67%	27.67%
Glenlake	2.89%	2.94%	2.94%	3.16%	3.48%	3.67%	3.79%	3.14%	3.08%	3.05%	3.03%	3.87%	2.98%	2.98%	2.98%	2.98%	2.98%	2.98%	2.98%
River Hills	18.83%	18.58%	18.45%	18.04%	17.65%	17.89%	17.87%	17.89%	18.50%	16.38%	18.11%	17.88%	17.57%	17.57%	17.57%	17.57%	17.57%	17.57%	17.57%
Shorewood	18.13%	18.18%	18.21%	18.31%	14.55%	18.07%	16.80%	17.34%	17.27%	17.25%	17.17%	17.27%	17.37%	17.37%	17.37%	17.37%	17.37%	17.37%	17.37%
Whitefish Bay	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%



0 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012



## REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Resolution No. 12 -, A Resolution To Provide Services as a Wireless 9-1-1 Public Safety Answering Point
<b>PREPARED BY:</b>	Russell Van Gompel, Village Manager <i>R V- Gompel</i>
<b>REPORT DATE:</b>	June 12, 2012
<b>EXPLANATION:</b>	<p>Attached is a resolution to opt-out of the County designated PSAP. It is recommended that all of the communities contracting with the Bayside Communications Center pass a similar resolution in order that the Bayside Communications Center can legally implement a wireless 9-1-1 answering point for all of the communities.</p> <p>The City of Glendale approved a resolution on June 11, 2012, and the other North Shore communities will be considering the same/similar resolution as well.</p>

A Resolution To Provide  
Services as a Wireless 9-1-1  
Public Safety Answering Point

Resolution No. 12 -

**WHEREAS**, the Village of Bayside operates a joint emergency communications center for the entire North Shore, including the North Shore Fire Department; and

**WHEREAS**, the location of any person calling for assistance using a wireless phone is critical information necessary to insure prompt and efficient Public Safety response; and

**WHEREAS**, wireless phones will be capable of providing this information to properly equipped public safety answering points (PSAPs); and

**WHEREAS**, the Bayside Communications Center will have such equipment and be fully capable of receiving wireless calls and calculating and mapping the callers actual location; and

**WHEREAS**, the State has adopted legislation providing for an Opt-out of the County designated PSAP allowing municipalities to receive the wireless 9-1-1 calls directly.

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Brown Deer Board of Trustees directs the Bayside Communications Center to implement a wireless 9-1-1 answering point for the Village of Brown Deer, Wisconsin in accordance with Wisconsin Statutes 256.35.

**PASSED AND ADOPTED** by the Village Board of the Village of Brown Deer this 18th day of June, 2012.

VILLAGE OF BROWN DEER

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Carl Krueger, Village President

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Russell Van Gompel, Village Manager

(5) An action taken under sub. (3) or (4) is subject to review only as provided under s. 73.0301 (2) (b) and (5).  
**History:** 1997 a. 237; 1999 a. 9; 2007 a. 20; 2007 a. 130 ss. 111 to 116; Stats. 2007 s. 256.18.  
**Cross-reference:** See also chs. DHS 110, Wis. adm. code.

**256.25 Statewide trauma care system. (1g)** In this section, "performance improvement" means a method of evaluating and improving processes of trauma patient care that emphasizes a multidisciplinary approach to problem solving.

(1r) The department shall develop and implement a statewide trauma care system. The department shall seek the advice of the statewide trauma advisory council under s. 15.197 (25) in developing and implementing the system, and, as part of the system, shall develop regional trauma advisory councils.

(2) The department shall promulgate rules to develop and implement the system. The rules shall include a method by which to classify all hospitals as to their respective emergency care capabilities. The classification rule shall be based on standards developed by the American College of Surgeons. Within 180 days after promulgation of the classification rule, and every 3 years thereafter, each hospital shall certify to the department the classification level of trauma care services that is provided by the hospital, based on the rule. The department may require a hospital to document the basis for its certification. The department may not direct a hospital to establish a certain level of certification. Confidential injury data that is collected under this subsection shall be used for confidential review relating to performance improvements in the trauma care system, and may be used for no other purpose.

(3) Except as provided in sub. (4), all information and documents provided by a hospital under sub. (2) and all information and documents procured by or furnished to the department, the statewide trauma advisory council, or regional trauma advisory councils with respect to performance improvement activities, certifications by hospitals under sub. (2), and documentation of the bases for hospitals' certifications under sub. (2) are immune from discovery under ch. 804, confidential, and privileged and may not be used or admitted into evidence in a civil action. With respect to a communication made by a staff member of the department or by an individual serving on the statewide trauma advisory council or a regional trauma advisory council, and to a finding or recommendation made under this section by the department, the statewide trauma advisory council, or a regional trauma advisory council, all of the following apply:

(a) The staff member or individual may not be examined in an action for civil damages with respect to the communication, finding, or recommendation.

(b) The staff member or individual has immunity from civil liability, with respect to the communication, finding, or recommendation, for any of the following:

1. An action taken or omitted by the staff member or individual in an official capacity.
2. A statement made in good faith by the staff member or individual in an official capacity.

(4) Subsection (3) does not apply to the release of information and documents specified in sub. (3) created apart from a performance improvement activity or apart from a certification by a hospital under sub. (2) that are maintained by or for a hospital, the department, the statewide trauma advisory council, or a regional trauma advisory council for the particular purpose of diagnosing, treating, or documenting care provided to a particular patient or for another purpose, upon a showing by clear and convincing evidence that the information or documents are otherwise unavailable.

(5) This section does not apply to s. 146.38.  
**History:** 1997 a. 154; 1999 a. 9; 2001 a. 16, 109; 2005 a. 315; 2007 a. 130 s. 150; Stats. 2007 s. 256.25.  
**Cross-reference:** See also ch. DHS 118, Wis. adm. code.

**256.30 Refusal or delay of emergency service. (1)** In this section "hospital providing emergency services" means a hos-

pital which the department has identified as providing some category of emergency service.

(2) No hospital providing emergency services may refuse emergency treatment to any sick or injured person.

(3) No hospital providing emergency services may delay emergency treatment to a sick or injured person until credit checks, financial information forms or promissory notes have been initiated, completed or signed if, in the opinion of one of the following, who is an employee, agent or staff member of the hospital, the delay is likely to cause increased medical complications, permanent disability or death:

(a) A physician, registered nurse or emergency medical technician — paramedic.

(b) A licensed practical nurse under the specific direction of a physician or registered nurse.

(c) A physician assistant or any other person under the specific direction of a physician.

(3m) Hospitals shall establish written procedures to be followed by emergency services personnel in carrying out sub. (3).

(4) No hospital may be expected to provide emergency services beyond its capabilities as identified by the department.

(5) Each hospital providing emergency services shall create a plan for referrals of emergency patients when the hospital cannot provide treatment for such patients.

(6) The department shall identify the emergency services capabilities of all hospitals in this state and shall prepare a list of such services. The list shall be updated annually.

(7) A hospital which violates this section may be fined not more than \$1,000 for each offense.

**History:** 1977 c. 361; 1983 a. 273 s. 8; 1989 a. 102; 1993 a. 105; 2007 a. 130 s. 43; Stats. 2007 s. 256.30.

**256.35 Statewide emergency services number.**

(1) **DEFINITIONS.** In this section:

(a) "Automatic location identification" means a system which has the ability to automatically identify the address of the telephone being used by the caller and to provide a display at the central location of a sophisticated system.

(b) "Automatic number identification" means a system which has the ability to automatically identify the caller's telephone number and to provide a display at the central location of a sophisticated system.

(c) "Basic system" means a telecommunications system which automatically connects a person dialing the digits "911" to a public safety answering point.

(cm) "Commercial mobile radio service provider" has the meaning given in s. 196.01 (2g).

(d) "Department" means the department of administration.

(e) "Direct dispatch method" means a telecommunications system providing for the dispatch of an appropriate emergency service vehicle upon receipt of a telephone request for such service.

(f) "Public agency" means any municipality as defined in s. 345.05 (1) (c) or any state agency which provides or is authorized by statute to provide fire fighting, law enforcement, ambulance, medical or other emergency services.

(g) "Public safety agency" means a functional division of a public agency which provides fire fighting, law enforcement, medical or other emergency services.

(gm) "Public safety answering point" means a facility to which a call on a basic or sophisticated system is initially routed for response, and on which a public agency directly dispatches the appropriate emergency service provider, relays a message to the appropriate emergency service provider or transfers the call to the appropriate emergency services provider.

(h) "Relay method" means a telecommunications system whereby a request for emergency services is received and relayed to a provider of emergency services by telephone.

256.35

EMERGENCY MEDICAL SERVICES

(i) "Sophisticated system" means a basic system with automatic location identification and automatic number identification.

(k) "Transfer method" means a telecommunications system which receives telephone requests for emergency services and transfers such requests directly to an appropriate public safety agency or other provider of emergency services.

(2) EMERGENCY PHONE SYSTEM. (a) Every public agency may establish and maintain within its respective jurisdiction a basic or sophisticated system under this section. Such a system shall be in a central location.

(b) Every basic or sophisticated system established under this section shall be capable of transmitting requests for law enforcement, fire fighting and emergency medical and ambulance services to the public safety agencies providing such services. Such system may provide for transmittal of requests for poison control to the appropriate regional poison control center under s. 255.35, suicide prevention and civil defense services and may be capable of transmitting requests to ambulance services provided by private corporations. If any agency of the state which provides law enforcement, fire fighting, emergency medical or ambulance services is located within the boundaries of a basic or sophisticated system established under this section, such system shall be capable of transmitting requests for the services of such agency to the agency.

(c) The digits "911" shall be the primary emergency telephone number within every basic or sophisticated system established under this section. A public agency or public safety agency located within the boundaries of a basic or sophisticated system established under this section shall maintain a separate 7-digit phone number for nonemergency telephone calls. Every such agency may maintain separate secondary 7-digit back-up numbers.

(d) Public agencies, including agencies with different territorial boundaries, may combine to establish a basic or sophisticated system established under this section.

(e) If a public agency or group of public agencies combined to establish an emergency phone system under par. (d) has a population of 250,000 or more, such agency or group of agencies shall establish a sophisticated system.

(f) Every basic or sophisticated system established under this section shall utilize the direct dispatch method, the relay method or the transfer method.

(g) Every telecommunications utility providing coin-operated telephones for public use within the boundaries of a basic or sophisticated system established under this section shall convert, by December 31, 1987, all such telephones to telephones which enable a user to reach "911" without inserting a coin. Any coin-operated telephone installed by a telecommunications utility after December 31, 1987, in an agency which has established an emergency phone system under this section shall enable a user to reach "911" without inserting a coin.

(h) A commercial mobile radio service provider shall permit a user of the provider to access a basic or sophisticated system if the provider operates within the boundaries of a system.

(i) If a user reaches a basic or sophisticated system through a commercial mobile radio service provider and the service requested is to be provided outside of the jurisdiction served by the system, the public agency operating the system shall transfer the request for services to the appropriate jurisdiction.

(3) FUNDING FOR COUNTYWIDE SYSTEMS. (a) *Definitions.* In this subsection:

1. "Commission" means the public service commission.

2. "Costs" means the costs incurred by a service supplier after August 1, 1987, in installing and maintaining the trunking and central office equipment used only to operate a basic or sophisticated system and the database used only to operate a sophisticated system.

3. "Service supplier" means a telecommunications utility which provides exchange telephone service within a county.

4. "Service user" means any person who is provided telephone service by a service supplier which includes access to a basic or sophisticated system.

(b) *Charge authorized.* A county by ordinance may levy a charge on all service users in the county to finance the costs related to the establishment of a basic or sophisticated system in that county under sub. (2) if:

1. The county has adopted by ordinance a plan for that system.

2. Every service user in that county has access to a system.

3. The county has entered into a contract with each service supplier in the county for the establishment of that system to the extent that each service supplier is capable of providing that system on a reasonable economic basis on the effective date of the contract and that contract includes all of the following:

a. The amount of nonrecurring charges service users in the county will pay for all nonrecurring services related to providing the trunking and central office equipment used only to operate a basic or sophisticated system established in that county and the database used only to operate that sophisticated system.

b. The amount of recurring charges service users in the county will pay for all recurring services related to the maintenance and operation of a basic or sophisticated system established in that county.

c. Every provision of any applicable schedule which the service supplier has filed with the commission under s. 196.19 or 196.20, which is in effect on the date the county signs the contract and which is related to the provision of service for a basic or sophisticated system.

4. The charge is calculated, under a schedule filed under s. 196.19 or 196.20, by dividing the costs related to establishing a basic or sophisticated system in that county by the total number of exchange access lines, or their equivalents, which are in the county and which are capable of accessing that system.

5. The charge is billed to service users in the county in a service supplier's regular billing to those service users.

6. Every public safety answering point in the system is in constant operation.

7. Every public safety agency in the county maintains a telephone number in addition to "911".

8. The sum of the charges under subd. 3. a. and b. does not exceed any of the following:

a. Twenty-five cents each month for each exchange access line or its equivalent in the county if the county has a population of 500,000 or more.

b. One dollar each month for each exchange access line or its equivalent if the county has a population of less than 500,000 and the county is recovering charges under subd. 3. a.

c. Forty cents each month for each exchange access line or its equivalent if the county has a population of less than 500,000 and the county is not recovering charges under subd. 3. a.

(c) If 2 or more counties combine under sub. (2) (b) to establish a basic or sophisticated system, they may levy a charge under par. (b) if every one of those counties adopts the same ordinance, as required under par. (b).

(d) Charges under par. (b) 3. a. may be recovered in rates assessed over a period not to exceed 36 months.

(e) If a county has more than one service supplier, the service suppliers in that county jointly shall determine the method by which each service supplier will be compensated for its costs in that county.

(f) 1. Except as provided under subd. 2., a service supplier which has signed a contract with a county under par. (b) 3. may apply to the commission for authority to impose a surcharge on its service users who reside outside of that county and who have

access to the basic or sophisticated system established by that county.

2. A service supplier may not impose a surcharge under subd. 1. on any service user who resides in any governmental unit which has levied a property tax or other charge for a basic or sophisticated system, except that if the service user has access to a basic or sophisticated system provided by the service supplier, the service supplier may impose a surcharge under subd. 1. for the recurring services related to the maintenance and operation of that system.

3. The surcharge under subd. 1. shall be equal to the charge levied under par. (b) by that county on service users in that county. A contract under par. (b) 3. may be conditioned upon the commission's approval of such a surcharge. The commission's approval under this paragraph may be granted without a hearing.

(g) No service supplier may bill any service user for a charge levied by a county under par. (b) unless the service supplier is actually participating in the countywide operation of a basic or sophisticated system in that county.

(h) Every service user subject to and billed for a charge under this subsection is liable for that charge until the service user pays the charge to the service supplier.

(i) Any rate schedule filed under s. 196.19 or 196.20 under which a service supplier collects a charge under this subsection shall include the condition that the contract which established the charge under par. (b) 3. is compensatory and shall include any other condition and procedure required by the commission in the public interest. Within 20 days after that contract or an amendment to that contract has been executed, the service supplier which is a party to the contract shall submit the contract to the commission. The commission may disapprove the contract or an amendment to the contract if the commission determines within 60 days after the contract is received that the contract is not compensatory, is excessive or does not comply with that rate schedule. The commission shall give notice to any person, upon request, that such a contract has been received by the commission. The notice shall identify the service supplier and the county that have entered into the contract.

(j) A service supplier providing telephone service in a county, upon request of that county, shall provide the county information on its capability and an estimate of its costs to install and maintain trunking and central office equipment to operate a basic or sophisticated system in that county and the database required to operate a sophisticated system.

**(3m) WIRELESS PROVIDERS.** (a) *Definitions.* In this subsection:

1. "Commercial mobile radio service provider" has the meaning given in s. 196.01 (2g).
2. "Commission" means the public service commission.
3. "Federal wireless orders" means the orders of the federal communications commission regarding 911 emergency services for wireless telephone users in FCC docket no. 94-102.
4. "Local government" means a city, village, town, or county, or an entity formed by a contract under s. 66.0301 (2) by a city, village, town, or county.
5. "Reimbursement period" means the period beginning on September 3, 2003, and ending on the last day of the 3-year period beginning on the first day of the 2nd month beginning after the effective date of the rules promulgated under par. (f) 1.
6. "Wireless provider" means a commercial mobile radio service provider that is subject to the federal wireless orders.
7. "Wireless public safety answering point" means a facility to which a person dialing the digits "911" on a wireless provider's system is initially routed for response, and on which a public agency directly dispatches the appropriate emergency service provider, relays a message to the appropriate emergency service provider, transfers the call to the appropriate emergency services provider, or relays a message or transfers the call to a local govern-

ment emergency call center that dispatches the appropriate emergency services provider.

(am) *Designated public safety answering points.* A wireless public safety answering point shall be a designated public safety answering point for the purpose of implementing the federal wireless orders only if the wireless public safety answering point is identified in a resolution adopted under par. (c) 3. or 6.

(b) *Grant applications; wireless providers.* 1. Except as provided in subd. 2. and par. (d) 1e., a wireless provider may not receive a grant under par. (d) unless, no later than the first day of the 3rd month beginning after the effective date of the rules promulgated under par. (d) 4., the wireless provider applies to the commission with an estimate, and supporting documentation, of the costs that it has incurred, or will incur, during the reimbursement period to upgrade, purchase, lease, program, install, test, operate, or maintain all data, hardware, and software necessary to comply with the federal wireless orders in this state. The estimate may not include, and a wireless provider may not seek reimbursement for, any such costs that the wireless provider recovers or has recovered from customers in this state during or before the reimbursement period for the implementation of wireless 911 emergency service in this state.

2. A wireless provider that does not provide service to customers in this state prior to September 3, 2003, may make an application under subd. 1. after the date specified in subd. 1. pursuant to rules promulgated by the commission under par. (d) 4.

(c) *Grant applications; local governments.* 1. Except as provided in par. (d) 1e., a local government that operates a wireless public safety answering point, or local governments that jointly operate a wireless public safety answering point, may not receive a grant under par. (d) unless the requirements under subds. 3. to 5. are satisfied and, no later than the first day of the 3rd month beginning after the effective date of the rules promulgated under par. (d) 4., every county that itself is one of the local governments or in which any of the local governments is located applies to the commission with an estimate, and supporting documentation, of the costs specified in subd. 1r. and the costs that the local government or local governments have directly and primarily incurred, or will directly and primarily incur, during the reimbursement period for leasing, purchasing, operating, or maintaining the wireless public safety answering point, including costs for all of the following:

- a. Necessary network equipment, computer hardware and software, database equipment, and radio and telephone equipment, that are located within the wireless public safety answering point.
  - b. Training operators of a wireless public safety answering point.
  - c. Network costs for delivery of calls from a wireless provider to a wireless public safety answering point.
  - d. Collection and maintenance of data used by the wireless public safety answering point, including data to identify a caller and the location of a caller.
  - e. Relaying messages regarding wireless emergency 911 telephone calls via data communications from the wireless public safety answering point to local government emergency call centers in operation before June 1, 2003, that dispatch the appropriate emergency service providers, but only if the rules promulgated under par. (d) 4. allow for reimbursement of such costs.
- 1m. The estimate under subd. 1. may not include, and a local government may not seek reimbursement for, any costs described in subd. 1. that the local government recovers in the form of a gift or grant received by the local government for the purposes described in subd. 1.

1r. An application under subd. 1. may include an estimate of costs directly and primarily incurred by the local government or local governments between January 1, 1999, and September 3, 2003, for any of the costs identified in subd. 1. a. and d.

## 256.35 EMERGENCY MEDICAL SERVICES

2. If an application under subd. 1. is for the joint operation of a wireless public safety answering point by local governments, the application shall specify the manner in which the estimated costs are apportioned among the local governments.

3. A local government that operates a wireless public safety answering point, or local governments that jointly operate a wireless public safety answering point, are not eligible for grants under par. (d) unless, no later than the first day of the 3rd month beginning after the effective date of the rules promulgated under par. (d) 4., every county that itself is one of the local governments or in which any of the local governments is located has passed a resolution specifying that the wireless public safety answering point is eligible for the grants. Except as provided in subd. 4., only one wireless public safety answering point in each county is eligible for local governments to receive grants under par. (d).

4. If a county or local government in a county jointly operates a wireless public safety answering point with another county or local government in another county, the resolution passed by each county under subd. 3. shall specify the same wireless public safety answering point, and the counties shall submit a joint application under subd. 1. that complies with the requirement under subd. 2. In each county that submits a joint application, only the wireless public safety answering point specified in the resolutions is eligible for local governments to receive grants under par. (d).

5. Except as provided in subd. 6. a., a local government that operates, or local governments that jointly operate, a wireless public safety answering point are not eligible for grants under par. (d) unless the wireless public safety answering point serves the entire geographic area of all of the following:

a. For each local government that is not a county, each county in which the local government is located.

b. For each local government that is a county, the county itself.

6. a. A local government is not required to serve, with its wireless public safety answering point, the area of a city, village, or town that, by resolution, states its intention to establish a wireless public safety answering point separate from the wireless public safety answering point specified in a resolution under subd. 3. passed by the county in which the city, village, or town is located. A city, village, or town that adopts a resolution under this subd. 6. a. shall ensure that its entire geographic area is served by another wireless public safety answering point.

b. A city, village, or town that adopts a resolution under subd. 6. a. is not required to receive wireless 911 emergency service from the wireless public safety answering point specified in a resolution under subd. 3. passed by the county in which the city, village, or town is located. A city, village, or town that rescinds a resolution adopted under subd. 6. a. is required to receive wireless 911 emergency service from the wireless public safety answering point specified in a resolution under subd. 3. passed by the county in which the city, village, or town located, unless the city, village, or town subsequently adopts a new resolution under subd. 6. a.

c. A city, village, or town that adopts a resolution under subd. 6. a. shall submit a copy of the resolution to the county in which it is located and to the commission.

(d) *Grants; commission approval and rules.* 1. The commission shall approve an application under par. (b) or (c) if the commission determines that the costs estimated in the application are reasonable and have been, or will be, incurred for the purpose of promoting a cost-effective and efficient statewide system for responding to wireless emergency 911 telephone calls and, for an application under par. (c), if the requirements under subd. 1g. are satisfied.

1e. If a wireless provider or local government submits an application after the deadline specified in par. (b) 1. or (c) 1. (intro.), the commission shall reduce the costs approved under subd. 1. by the following amounts:

a. If the application is no more than 1 week late, 5%.

b. If the application is 1 week or more but less than 2 weeks late, 10%.

c. If the application is 2 weeks or more but less than 4 weeks late, 25%.

d. If the application is 4 weeks or more late, the wireless provider or local government is not eligible for a grant.

1g. If an application under par. (c) includes an estimate of costs identified in par. (c) 1. d. incurred during the reimbursement period or between January 1, 1999, and September 3, 2003, the commission may approve the application only if the commission determines that the local government's collection of land information, as defined in s. 16.967 (1) (b), and development of a land information system, as defined in s. 16.967 (1) (c), that is related to that purpose are consistent with the applicable county land records modernization plans developed under s. 59.72 (3) (b), conform to the standards on which such plans are based, and do not duplicate land information collection and other efforts funded through the land information program under s. 16.967 (7). The commission shall obtain the advice of the department of administration in making determinations under this subdivision.

1r. If the commission does not approve an application under subd. 1., the commission shall provide the applicant or applicants with the commission's reasons and give the applicant or applicants an opportunity to resubmit the application.

2. From the appropriation under s. 20.155 (3) (q), the commission shall make grants to reimburse wireless providers and local governments for costs approved under subd. 1. that are actually incurred by the wireless providers and local governments, except that no wireless provider or local government may receive a total amount in grants that exceeds the estimated amount approved by the commission under subd. 1. for that wireless provider or local government. For applications for the joint operation of a wireless public safety answering point, the commission shall apportion the grants in the manner specified under par. (c) 2.

3. No grant to a local government under subd. 2. may be used to reimburse costs for any of the following:

a. Emergency service dispatch, including personnel, training, equipment, software, records management, radio communications, and mobile data network systems.

b. Vehicles and equipment in vehicles.

c. Communications equipment and software used to communicate with vehicles.

d. Real estate and improvements to real estate, other than improvements necessary to maintain the security of a wireless public safety answering point.

e. Salaries and benefits of operators of a wireless public safety answering point.

4. The commission shall promulgate rules establishing requirements and procedures for making grants under this paragraph, including criteria for approving estimated costs under subd. 1. The rules shall require the commission to make the grants during the 3-year period beginning on the first day of the 3rd month beginning after the effective date of the rules promulgated under par. (f) 1. The rules shall include record-keeping requirements to ensure that the grants are used to reimburse estimated costs approved by the commission. The rules shall allow the commission to make the grants in installments. The rules shall also include requirements for wireless providers specified in par. (b) 2. to apply for grants. The rules shall specify the conditions under which a wireless provider or local government may revise an application approved under subd. 1.

4m. The rules promulgated under subd. 4. may allow local governments to receive grants for reimbursement of the costs described in par. (c) 1. e., but only if the commission determines that reimbursement of such costs is in the public interest, promotes public health and safety.

6. If the commission approves an application under subd. 1., the wireless provider or a local government that submitted the

application may, before the commission makes a grant award to the wireless provider or local government, revise the application pursuant to the rules promulgated under subd. 4.

(e) *Supplemental grants.* The commission shall promulgate rules for making supplemental grants from the appropriation under s. 20.155 (3) (q) to counties that submit joint applications required under par. (c) 4. The rules shall establish the supplemental grants in amounts that provide an incentive for counties to submit joint applications. The rules may not impose any limits on the use of a supplemental grant and shall allow the commission to make the grants in installments.

(em) *Fund limitation.* Except for grants under par. (d) or (e), the commission may not make any distribution from the wireless 911 fund to any person.

(f) *Wireless surcharge.* 1. The commission shall promulgate rules requiring each wireless provider to impose the same monthly surcharge for each telephone number of a customer that has a billable address in this state, except that the rules shall adjust the amount of the surcharge that is imposed on customers who prepay for service to ensure that such customers pay an amount that is comparable to the monthly amount paid by other customers. The rules shall require the surcharge to be imposed during the 3-year period beginning on the first day of the 2nd month beginning after the effective date of the rules. The amount of the surcharge shall be sufficient for the commission to administer and make the grants under par. (d) and the supplemental grants under par. (e). The rules shall require wireless providers to pay the surcharge to the commission for deposit in the wireless 911 fund.

2. The commission may promulgate rules that increase or decrease the surcharge, except that the commission may not increase the surcharge more than once per year and any increase must be uniform statewide.

3. A wireless provider shall identify the surcharge on a customer's bill on a separate line that consists of the words "federal wireless 911 mandate fee."

4. The commission may bring an action to collect a surcharge that is not paid by a customer and the customer's wireless provider is not liable for the unpaid surcharge.

(g) *Confidentiality of information.* The commission shall withhold from public inspection any information received under this subsection that would aid a competitor of a wireless provider in competition with the wireless provider.

(h) *Other charges prohibited.* No local government or state agency, as defined in s. 16.310 (1), except the commission, may require a wireless provider to collect or pay a surcharge or fee related to wireless emergency telephone service.

(i) *Commission authority.* Nothing in this section affects the exemption from commission authority for commercial mobile radio service providers in s. 196.202.

(j) *Sunset.* This subsection does not apply after the first day of the 42nd month beginning after the effective date of the rules promulgated under par. (f) 1.

(4) **DEPARTMENTAL ADVISORY AUTHORITY.** The department may provide information to public agencies, public safety agencies and telecommunications utilities relating to the development and operation of emergency number systems.

(6) **TELECOMMUNICATIONS UTILITY REQUIREMENTS.** A telecommunications utility serving a public agency or group of public agencies which have established a sophisticated system under sub. (2) (e) shall provide by December 31, 1985, or upon estab-

lishing a system, whichever is later, such public agency or group of public agencies access to the telephone numbers of subscribers and the addresses associated with the numbers as needed to implement automatic number identification and automatic location identification in a sophisticated system, but such information shall at all times remain under the direct control of the telecommunications utility and a telecommunications utility may not be required to release a number and associated address to a public agency or group of public agencies unless a call to the telephone number "911" has been made from such number. The costs of such access shall be paid by the public agency or group of public agencies.

(7) **LIABILITY EXEMPTION.** A telecommunications utility, wireless provider, as defined in sub. (3m) (a) 6., or local government, as defined in sub. (3m) (a) 4., shall not be liable to any person who uses an emergency number system created under this section or makes an emergency telephone call initially routed to a wireless public safety answering point, as defined in sub. (3m) (a) 7.

(9) **JOINT POWERS AGREEMENT.** (a) In implementing a basic or sophisticated system under this section, public agencies combined under sub. (2) (d) shall annually enter into a joint powers agreement. The agreement shall be applicable on a daily basis and shall provide that if an emergency services vehicle is dispatched in response to a request through the basic or sophisticated system established under this section, such vehicle shall render its services to the persons needing the services regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

(b) Public agencies and public safety agencies which have contiguous or overlapping boundaries and which have established separate basic or sophisticated systems under this section shall annually enter into the agreement required under par. (a).

(c) Each public agency or public safety agency shall cause a copy of the annual agreement required by pars. (a) and (b) to be filed with the department of justice. If a public agency or public safety agency fails to enter into such agreement or to file copies thereof, the department of justice shall commence judicial proceedings to enforce compliance with this subsection.

(10) **PENALTIES.** (a) Any person who intentionally dials the telephone number "911" to report an emergency, knowing that the fact situation which he or she reports does not exist, shall be fined not less than \$100 nor more than \$600 or imprisoned not more than 90 days or both for the first offense and is guilty of a Class H felony for any other offense committed within 4 years after the first offense.

(b) Any person who discloses or uses, for any purpose not related to the operation of a basic or sophisticated system, any information contained in the database of that system shall be fined not more than \$10,000 for each occurrence.

(11) **PLANS.** Every public agency establishing a basic or sophisticated system under this section shall submit tentative plans for the establishment of the system as required under this section to every local exchange telecommunications utility providing service within the respective boundaries of such public agency. The public agency shall submit final plans for the establishment of the system to the telecommunications utility and shall provide for the implementation of the plans.

**History:** 1977 c. 392; 1979 c. 34, 361; 1981 c. 20 s. 2202 (1) (b); 1981 c. 383; 1983 a. 27; 1983 a. 53 s. 114; 1983 a. 189 s. 329 (31); 1985 a. 29, 120; 1985 a. 297 ss. 12, 76; 1985 a. 332; 1987 a. 27, 403; 1989 a. 31; 1991 a. 39, 267; 1993 a. 16, 388, 496; 1997 a. 218, 283; 1999 a. 185; 2001 a. 109; 2003 a. 48, 320; 2005 a. 25; 2007 a. 130 ss. 160 to 165; Stats. 2007 s. 256.35; 2009 a. 28; 2009 a. 180 s. 126; 2011 a. 32, 275.

**Cross-reference:** See also ch. PSC 173, Wis. adm. code.



# Committee/Board/Commission Reappointment Form

Thank you for your involvement with the Village of Brown Deer. To assist in processing your re-appointment, please complete the top section of the form and sign. To offer additional comments, feel free to complete any other lines on the form. As you may recall, the Village President recommends all citizen appointments to the Village Board of Trustees for approval. Any information provided may further support your re-appointment.

Name: (as you like to be addressed) SANDY MANNING

Address: 9022 N. MARA LN. Phone No.: 357-8577

E-Mail: SMANNING@SAND.ORG Years as Brown Deer Resident: 8

What Village committee(s) are you currently serving on? BEAUTIFICATION

Would you like to be re-appointed? (circle one)  Yes  No

Signature: Sandy Manning Date: 10.5.12

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualifications for serving on this group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Community Involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation / Employer: \_\_\_\_\_

Family Details: \_\_\_\_\_  
\_\_\_\_\_

Leisure Activities / Hobbies: \_\_\_\_\_  
\_\_\_\_\_