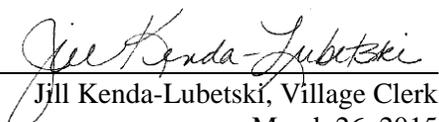


VILLAGE BOARD MEETING
Monday, April 6, 2015
Earl McGovern Board Room, 6:30 P.M.



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: March 16, 2015 Regular Meeting
- V. Unfinished Business
- VI. New Business
 - A) Liquor License and Agent Appointment – Courtyard by Marriott, 5200 West Brown Deer Road
 - B) Agreement with Milwaukee County for New Voting Equipment
 - C) Ordinance No. 15-, “An Ordinance Amending Chapter 50, Section 141 of the Brown Deer Village Code Pertaining to Maintenance of Right of Way”
 - D) Resolution No. 15-, “A Resolution Opposing the Elimination of Personal Property Tax”
- VII. Village President’s Report
- VIII. Village Manager’s Report
- IX. Recess into Closed Session pursuant to §19.85(1) (d) (e) Wisconsin Statutes for the following reasons:
 - (d) Except as provided in 304.06 (1) (eg) and by rule promulgated under s. 304.06 (1) (em), considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention.
 1. Crime Prevention Strategy
 - (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 1. Investing Public Funds
- X. Reconvene into Open Session for Possible Action on Closed Session Deliberations
- XI. Adjournment



Jill Kenda-Lubetski, Village Clerk
March 26, 2015

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

**BROWN DEER VILLAGE BOARD
MARCH 16, 2015 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Trustee Tim Schilz at 6:30 P.M.

I. Roll Call

Present: Trustees: Awe, Boschert, Schilz, Springman

Also Present: Michael Hall, Village Manager; Jill Kenda-Lubetski, Village Clerk; John Fuchs, Village Attorney; Matthew Maederer, Director of Public Works; Brian Williams-Van Klooster, Library Director; Susan Hudson, Treasurer/Comptroller

Excused: Village President Carl Krueger, Trustees Baker, Oates

II. Pledge of Allegiance

III. Persons Desiring to be Heard

Trustee Schilz wanted to publicly congratulate the Brown Deer High School Boys Basketball team for making it to state and wishes them well in the WIAA Boys Tournament. Go Falcons! He also wanted to congratulate the University of Wisconsin-Madison Men's Basketball Team on their quest to win the NCAA Tournament championship. Go Badgers!

IV. Consideration of Minutes: March 2, 2015 - Regular Meeting

It was moved by Trustee Springman and seconded by Trustee Awe to approve the minutes from the March 2, 2015 Regular Meeting, as amended. The motion carried unanimously.

V. Unfinished Business

VI. New Business

A) Resolution No. 15-, "Authorizing the Issuance and Sale of \$1,410,000 General Obligation Promissory Notes"

John Mehan, Managing Director of Robert W. Baird Co., Inc. was in attendance to discuss the bid opening for the General Obligation bonds that was held today at 10:00 a.m. He distributed information that shows there were six (6) bidders, a financing plan and Moody's rating report. BOSC, Inc. was the winning bidder with 2.0719% and Moody's Rating for the Village of Brown Deer is Aa2.

Trustee Awe stated that Robert W. Baird Co., Inc. is his current employer and he was wondering if this would be a conflict of interest for him if he voted. Attorney Fuchs stated that there is no conflict of interest as Trustee Awe has no personal interest. Mr. Hall confirmed that the Lighthouse property will be the beneficiary of this financing plan.

It was moved by Trustee Springman and seconded by Trustee Boschert to approve Resolution No. 15-, "Authorizing the Issuance and Sale of \$1,410,000 General Obligation Promissory Notes. The motion carried unanimously.

B) Award Bray Architects the Contract for a Feasibility Study of the Municipal Buildings

Mr. Hall stated that the Village did an RFP for architectural services to evaluate municipal building conditions and future needs for the Village Hall, Library and Department of Public Works. He stated that three proposals were received and he is recommending Bray Architects. Their bid was \$18,500. He

stated the feasibility study would be paid for from funds received for renewal of the cell tower lease located at Village Hall.

Trustee Schilz questioned why the cost of the study is so much less for Bray than the other two proposals. Mr. Hall stated that if we go with Bray, we would advance to Phase II with them to do the final architectural evaluation.

Trustee Springman wanted to know where all of the buildings would be located. Mr. Hall stated that we would hope to acquire the land to the south (between Village Hall and Rite-Hite) back, plus use some of the park area.

Trustee Springman wanted to know who owns the Library property. Mr. Hall stated the Village owns that parcel 100%.

Trustee Schilz opined that he believes the Library would suffer a serious decline of users if we relocate the Library away from the current location, due to the close proximity of the City of Milwaukee.

Trustee Boschert stated that Bray will need to include in their study that the Mill Road Library is going to be closing.

Trustee Schilz asked if this went to the Finance and Public Works Committee. Mr. Hall responded that it did.

Mr. Hall stated that the feasibility study may determine that it is best to upgrade the facilities we currently have.

Trustee Awe wanted to know when the feasibility study would be completed. Mr. Hall said the goal is to have it by budget time.

Trustee Springman wanted to know what would be done with the DPW property. Mr. Maederer stated the property would need to be cleaned up and closed by the DNR.

It was moved by Trustee Boschert and seconded by Trustee Awe to award Bray Architects the Contact for a Feasibility Study of the Municipal Buildings not to exceed \$18,500. The motion carried unanimously.

C) Approve Funding for the Sanitary Sewer TV System Replacement

The current DPW sanitary sewer TV camera unit is shared with the City of Mequon and Village of Shorewood. The existing Aries TV unit is in need of replacement due to age, maintenance costs, parts availability, outdated technology and not being able to meet the Village's needs and/or CMOM/CMAR requirements. The Village is an owner/operator of a sanitary sewerage system and is required by the state to provide routine inspections. Mr. Maederer stated that this was not budgeted for this year, but Shorewood and Mequon approached the Village about replacing the system this year. EnviroSight Camera System offered the best performing unit that fits the needs of the Village for inspection activities. The technology was far advanced and outperformed the other two units that were viewed. We will be able to utilize the existing utility truck and continue to share the unit with Mequon and Shorewood.

Trustee Schilz questioned equally really being one third.

Trustee Boschert asked if there was any residual value to the old camera. Mr. Maederer stated we can possibly get \$10,000.

Trustee Springman wanted to know if we had one person on staff that was dedicated to the sanitary sewer

system. Mr. Maederer stated that Dana Faulkner does all of the sewer work for the Village.

Trustee Schilz asked the Village Treasurer if we can financially afford to be making the purchase at this time. Ms. Hudson responded we are.

It was moved by Trustee Boschert and seconded by Trustee Awe to approve funding for the Sanitary Sewer TV System Replacement in an amount not to exceed \$37,578. The motion carried unanimously.

D) Award Construction Contract for the 2015 North 60th Street Water Main Relay Project

Mr. Maederer stated that this is a coordinated project of a water main replacement/sanitary sewer lateral replacement on North 60th Street from West Fairy Chasm Road to West County Line Road. He stated that the Water Commission and the Finance and Public Works Committee have both reviewed and recommend approving the contract.

Mr. Maederer stated that six (6) bids were received and the low bidder for the project is MJ Construction.

The project is scheduled to begin on May 15, 2015.

It was moved by Trustee Awe and seconded by Trustee Boschert to award a construction contract for the 2015 North 60th Street Water Main Relay Project. The motion carried unanimously.

E) Approve Ordinance No. 15-, “Repeal and Recreate Article II, Division 5 of Chapter 42 to Division 5 Badger Meter Park and Division 6 County Parks

Mr. Hall stated this change to the ordinance will officially allow the Village to create Badger Meter Park. He stated that this proposed change is to reorganize the location of the County Park information so that it follows Village park lands. This ordinance will also allow us to establish park hours and prohibited areas, with construction scheduled to begin in May or June of this year.

Trustee Schilz wanted to know if there was a term/life of the park. Attorney Fuchs stated there would be some legal ramifications for this.

Trustee Schilz asked if there were naming rights to the park and opined that he believes Badger Meter River Park was more of an appropriate name.

It was moved by Trustee Boschert and seconded by Trustee Springman to approve Ordinance No. 15-, “Repeal and Recreate Article II, Division 5 of Chapter 42 to Division 5 Badger Meter River Park and Division 6 County Parks”. The motion carried unanimously.

F) Resolution No. 15-, “Resolution Proclaiming May 9, 2015 as Arbor Day”

Mr. Maederer stated the Beautification Committee decided that the location of the 2014 Arbor Day celebration at the North Shore Fire Department was a huge success. They believe that the event should be held at the same location this year. He stated that the Beautification Committee discussed the possible planting of a larger evergreen tree, eventually to be utilized for decorating at the Holidays.

It was moved by Trustee Boschert and seconded by Trustee Springman to approve Resolution No. 15-, “Resolution Proclaiming May 9, 2015 as Arbor Day”. The motion passed unanimously.

G) January 2015 Financial Reports

Ms. Hudson stated the report distributed this month was for information and review only. She stated that the auditors will be here at the end of April. A final report should be available by the end of June.

H) Consideration of February 2015 Vouchers

It was moved by Trustee Boschert and seconded by Trustee Springman to approve the vouchers for February 2015. The motion carried unanimously.

VII. Village President's Report

No Report Provided – Village President Krueger Excused from this Meeting.

VIII. Village Manager's Report

Village Manager reported on the following:

- Offers received for the American TV Property.
- Moving Forward with the Eat & Greet Event
- Soliciting for Donations for the 4th of July Fireworks

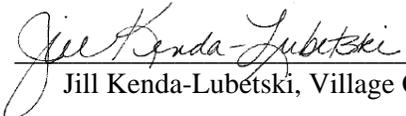
Trustee Schilz stated that he saw information regarding “Roll Out the Barrel”. He was wondering what this was all about. Mr. Hall stated that MMSD donated 25 rain barrels that will be decorated and eventually sold, with the proceeds going to the Brown Deer Foundation.

Trustee Springman wanted to advise the Village Board about some new programs that are going to be offered by the Park & Recreation Department.

Trustee Schilz wanted to know the date of this year's Deer Run.

IX. Adjournment

It was moved by Trustee Springman and seconded by Trustee Boschert to adjourn at 7:25 p.m. The motion carried unanimously.


Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	“Class B” Intoxicating Liquor and Beer License and Change of Agent Appointment for Courtyard by Marriott located at 5200 West Brown Deer Road.
PREPARED BY:	Jill Kenda-Lubetski, Village Clerk
REPORT DATE:	March 25, 2015
RECOMMENDATION:	To issue a “Class B” Intoxicating Liquor and Beer License to Blue Ribbon Lodging, LLC d/b/a Courtyard by Marriott located at 5200 West Brown Deer Road and appoints Daryl R. Johnson as Agent for said such license.
EXPLANATION:	<p>On September 15, 2014, the Village Board approved the appointment of a new agent at the Courtyard by Marriott (Lisa K. Glendinning) located at 5200 West Brown Deer Road. A letter was sent to the property owner advising of the approved change and a new license was issued with the new agent’s name. However, the new agent, Ms. Glendinning, never came and picked up the license with her name listed as the agent for the property and liquor license.</p> <p>On November 13, 2014, the Brown Deer Police Department did a routine liquor/operator license check at the property and found that Ms. Glendinning was no longer employed with Pillar Hotels (Courtyard) and there were no employees on staff that held a valid Operator’s license to serve and/or sell alcohol. We were also advised at that time that the property was in the process of being sold, with a proposed closing scheduled to take place in December of 2014. At that time, Pillar Hotels was advised to cease serving and selling and to securely lock all alcohol.</p> <p>The Village was notified that Pillar Hotels and Resorts, L.P. sold the Courtyard by Marriott property located at 5200 West Brown Deer Road on December 19, 2014 to Blue Ribbon Lodging LLC. A representative for Pillar Hotels called and advised that just prior to the sale of the property, all alcohol on the property was disposed of and dumped down the drain.</p> <p>The Village has received an application from Blue Ribbon Lodging LLC requesting to serve and sell alcohol again at the Courtyard by Marriott hotel located at 5200 West Brown Deer Road. The Village also received an application to appoint Daryl R. Johnson to serve as the agent for the liquor license. Mr. Johnson has provided the Village with a copy of a 2014-2015 Class B Tavern License issued by the City of Milwaukee where Mr. Johnson served as the agent for the Courtyard by Marriott-Airport. A background check of Mr. Johnson was completed by the Police Department, with the recommendation that Mr. Johnson be considered as Agent. Mr. Johnson was the first General Manager at the Holiday Inn in Brown Deer when it was initially built and opened in 2001. Mr. Johnson has also been a resident of the Village of Brown Deer since 2000.</p> <p>The \$630.00 fee to obtain a liquor license has been paid by the applicant.</p> <p>Pursuant to State Statutes and the Village Code, all changes that pertain to intoxicating liquor licenses, including agent appointments, must be presented for consideration and approved by the Village Board.</p>



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	Village Election Equipment Purchase
PREPARED BY:	Jill Kenda-Lubetski, Village Clerk
REPORT DATE:	March 30, 2015
MANAGER'S REVIEW/COMMENTS:	<p>9 No additional comments to this report.</p> <p>9 See additional comments attached.</p>
RECOMMENDATION:	To approve the agreement with Milwaukee County to purchase three DS200 Voting Paper Ballot Scanners.
EXPLANATION:	<p>Attached is an Intergovernmental Agreement for Purchase of New Election Equipment between Milwaukee County and the Village of Brown Deer. This agreement is for the Village to purchase three new DS200 ballot scanner and vote tabulator machines and associated items to replace the Optech Eagle IIP that we currently use for elections.</p> <p>All 18 municipalities in Milwaukee County, plus the City of Milwaukee, are purchasing the equipment at this time. Milwaukee County will pay for 70% of the cost; the Village of Brown Deer will be responsible for 30%. I am also requesting that we purchase one extra machine which we will have to pay full price. Milwaukee County is allocating one spare machine that is to be shared and utilized with the seven North Shore municipalities. I am not comfortable with having to share a machine and would prefer to spend the money to know that we will always have a machine available to us in case of a machine failure or breakdown. As you know, at one time the Village had four voting locations and we had four machines. After the 2000 census, we reorganized our voting wards and dissolved the location at the Brown Deer Middle School (hence; an extra machine was always available to us). The vendor will give us a trade-in value for the Optech Eagle of \$150 per machine (\$600).</p> <p>The purchase of this new voting equipment will be coming in under budget of what was initially included in the CIP.</p> <p>Attorney Fuchs reviewed the agreement and recommends approval. The cities of Cudahy and Glendale and villages of Bayside, Greenfield, River Hills, Shorewood, St. Francis and Whitefish Bay have already approved the agreement. The other Milwaukee County municipalities have it on an April agenda for approval. We will begin using the new equipment with the first election in 2016.</p> <p>The following counties in Wisconsin are currently using the DS200: Brown, Dane, Jefferson, Kenosha, LaCrosse, Lincoln, Portage, Rock and Wood. The Waukesha municipalities are currently in the process of negotiating terms with the county. Nationwide, the vendor (ES&S) has sold over 22,000 DS200 units, including three state-wide implementations: Alabama, Maine and Maryland. Some of the other notable users include: New York City, Miami, Cleveland and Minneapolis.</p> <p>I will have a color brochure of the DS200 unit for each of you at the Village Board meeting.</p>

INTERGOVERNMENTAL AGREEMENT FOR PURCHASE OF NEW ELECTION EQUIPMENT

This Intergovernmental Agreement (“Agreement”) is made by and between Milwaukee County (“County”), and the Town/City/Village of Brown Deer (“Municipality”), pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Milwaukee County Board has endorsed and approved via the 2015 Milwaukee County budget the purchase of new voting machines and accompanying software to standardize election equipment; and

WHEREAS, the Milwaukee County Board’s endorsement and approval further contemplates the City of Milwaukee providing all Milwaukee County municipalities with cost-effective election equipment programming services; and

WHEREAS, the County has agreed to make an initial investment in the purchase of new election equipment not to exceed \$1,886,563.00; and

WHEREAS, the Municipality has agreed that it will reimburse the County for thirty percent (30%) of the cost of election equipment allocated to the Municipality pursuant to this Agreement; and

WHEREAS, the County and the Municipality agree that the County shall purchase the election equipment from a vendor selected by the County at a future date; and

WHEREAS, the Municipality has agreed to pay the full cost of all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties set forth herein, the County and the Municipality agree as follows:

- 1. PURPOSE.** The parties agree that it is in the interest of the residents of Milwaukee County and of the Municipality to implement a unified, efficient, and cost-effective vote counting and reporting system. The parties further agree that it is in both parties’ interest to share the costs of this system upgrade. This Agreement is intended to set forth the cost-sharing terms.
- 2. AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
- 3. EFFECTIVE DATE.** This Agreement shall commence upon execution by both parties.
- 4. RESPONSIBILITIES OF THE COUNTY.**
 - a. The County shall select a vendor with whom it will contract for the purchase of new voting machines and the accompanying software, modems, installation charges, and

- shipping and handling charges (hereinafter “associated items”). The new voting machines and modems shall be uniform and interchangeable in all respects. Of the new voting machines and associated items purchased, a total of three (3) will be allocated to the Municipality.
- b. Of the new voting machines and associated items purchased, the County shall designate a total of seven (7) “backup” machines, to be deployed to polling locations throughout Milwaukee County in the event of machine malfunctions or other emergencies. “Backup” machines shall be stored at geographically convenient sites in Milwaukee County such that they may be readily deployed when needed on election days.
 - c. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. The County shall, at its sole discretion, determine disbursement of any awarded damages or penalties resulting from any such enforcement actions. The County and the Municipality shall cooperate to ensure that the Municipality is made whole in the event that it sustains damages from its use of the election equipment.
 - d. The County will bill the Municipality for its share of costs as determined by the invoice(s) provided by the vendor, and will provide copies of all invoices and other relevant documentation to the Municipality.

5. RESPONSIBILITIES OF THE MUNICIPALITY.

- a. The Municipality shall reimburse the County for thirty percent (30%) of the cost of three (3) new voting machines and associated items as per the repayment schedule selected in Section 6 herein.
- b. The Municipality shall also reimburse the County for one-nineteenth (1/19) of thirty percent (30%) of the cost of seven (7) new “backup” voting machines and associated items. The nineteen (19) communities in Milwaukee County, including the Municipality, are dividing their share of this expense equally given that the “backup” machines and associated items may be deployed in any municipality as needed.
- c. The Municipality shall participate in all necessary training associated with the new machines and accompanying items. As has been past practice, the County will, at its own expense, provide training for the Municipality’s clerks. The Municipality’s clerks, will at the Municipality’s expense, be responsible for training poll workers.
- d. The Municipality shall follow all of the vendor’s operating and technical requirements and agrees to use the election equipment appropriately and as intended such that all applicable warranties remain valid.
- e. The Municipality shall be responsible for all ongoing maintenance of the election equipment allocated to the Municipality pursuant to this Agreement. “Ongoing maintenance” may include, but is not limited to, routine maintenance and repair of the mechanical aspects of voting machines, as well as software updates and troubleshooting.
- f. The Municipality acknowledges that the County will contract with the City of Milwaukee, which will provide programming for all of the voting machines that the Municipality receives pursuant to this Agreement, as well as for the seven (7) “backup” machines. Per Government Accountability Board guidelines, programming expenses will be divided proportionately between the County and Municipality depending on the number of municipal contests on the ballot. The County will reimburse the Municipality for the Municipality’s share of programming expenses at the quoted programming rates established by the City of Milwaukee, which are addressed in a separate agreement. To the extent the Municipality chooses to use additional voting machines or other election equipment beyond that addressed in this Agreement, related

- programming costs shall be solely the Municipality's responsibility. Further, if the Municipality opts to have an entity other than the City of Milwaukee program its voting machines, the County will only reimburse the Municipality for said programming at the quoted programming rates established by the City of Milwaukee. Any additional programming expense shall be solely the Municipality's responsibility.
- g. The Municipality will not take any action with respect to the ownership, operation or maintenance of the election equipment allocated to the Municipality pursuant to this Agreement which would adversely affect the tax-exempt status of the bonds issued by the County to finance the acquisition of the equipment, such as, but not limited to, selling the equipment to a private entity or contracting with a private entity for operation of the equipment.

6. PAYMENT PLAN.

The Municipality agrees to the following repayment schedule (check one):

___ Reimbursement in full by June 30, 2015.

___ Reimbursement in three (3) equal, annual installments due on March 1 of 2016, 2017, and 2018. If the required payment is not received within fourteen (14) calendar days of each due date, interest on the required payment will begin to accrue at a 10% annual rate.

- 7. DUTY TO COOPERATE.** Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.
- 8. CONTACT PERSON.** Each party shall assign one (1) contact person who will serve as its primary contact person for all purposes under this Agreement.
- 9. NO WAIVER.** In no event shall the making of any payment or the acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party. The making of any such payment or the acceptance of any such service by the conforming party while any such default or breach on the part of the other party exists shall in no way impair or prejudice the right of the conforming party to seek damages or other remedy as a result of such breach or default.
- 10. SEVERABILITY.** The various provisions of this Agreement are declared to be severable. The findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.
- 11. NO THIRD PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.

12. NOTICE. All notices and correspondence, including billing statements and payments, shall be sent to:

To County:
Milwaukee County Courthouse
Office of the County Clerk
Attn.: Joseph J. Czarnecki
901 N. 9th St., RM 105
Milwaukee, WI 53233

To Municipality:
Village of Brown Deer
Office of the Village Clerk
Attn: Jill Kenda-Lubetski
4800 W. Green Brook Dr.
Brown Deer, WI 53223

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

13. NONDISCRIMINATION. In the performance of work or execution of this contract, the parties shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

14. INDEMNIFICATION. The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

15. NO JOINT VENTURE. This is an agreement between the parties for sharing costs and services. This Agreement does not create a joint venture or partnership between the parties, nor does it constitute any party as an agent of the other.

16. COMPLIANCE. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

17. ENTIRE AGREEMENT and AMENDMENTS. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.

Signature Page Follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective on the day, month and year first above written.

TOWN/CITY/VILLAGE OF BROWN DEER

Name: _____

Title: _____

MILWAUKEE COUNTY:

Joseph J. Czarnezki
Milwaukee County Clerk

Reviewed by:

Approved for execution:

By: _____
Amy Pechacek, Director
Risk Management

By: _____
Corporation Counsel

Date: _____

Date: _____

Approved:

Approved:

By: _____
Scott Manske
Comptroller

By: _____
Chris Abele
County Executive

Date: _____

Date: _____

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

By: _____
Corporation Counsel

Date: _____

[Signature Page to Election Equipment Intergovernmental Agreement]



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	Right-of-Way Management Ordinance Revision
PREPARED BY:	Matthew Maederer, P.E., Director of Public Works/Village Engineer
REPORT DATE:	April 1, 2015
MANAGER'S REVIEW/COMMENTS:	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
RECOMMENDATION:	Approval for an Ordinance Amending Chapter 50, Section 141 of the Brown Deer Village Code Pertaining to Maintenance of Right of Way
EXPLANATION:	<p>To provide greater clarification with regards to right-of-way (R/W) management and maintenance responsibilities staff is recommending an ordinance amendment (see attached). The current ordinance does not offer strong enough language nor is it clear with regards to what R/W areas the Village is responsible for versus those R/W areas which are the responsibility of the adjacent private property owner. The ordinance amendment clears up any ambiguity.</p> <p>The Village does maintain select R/W areas through the "turf management" contract which is currently held by Fox Services, LLC. R/W areas managed by the Village are generally those areas deemed as "common" spaces such as highway medians, parks, municipal grounds, and select terrace areas. R/W areas managed by the Village are shown within the map of the turf management contract. All other areas are the responsibility of the adjacent private property owner.</p> <p><u>Attachments:</u></p> <ul style="list-style-type: none">• Ordinance Revision (red-line)• Ordinance Revision (clean copy)• Turf Management Specs & Maps

ORDINANCE NO. _____

An Ordinance Amending Chapter 50, Section 141 of the Brown Deer Village Code Pertaining to Maintenance of Right of Way

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

SECTION I

Section 50-141 of the Brown Deer Village Code is hereby amended to provide as follows:

50-141

(d) The purpose of this article is to provide the village a legal framework within which to regulate and manage the public right-of-way, and to provide for recovery of costs. This article provides for the health, safety and welfare of the residents of the village as they use the right-of-way of the village, as well as to ensure the structural integrity of the public right-of-way. The village desires to minimize and anticipate the number of excavations taking place thereon and to regulate the placement of facilities within the right-of-way to ensure that they remain available for public services. ~~The taxpayers of the village bear the financial burden for the upkeep of the right of way.~~—A primary cause for the early and excessive deterioration of its right-of-way is the frequent excavation by persons who locate facilities thereon. The village maintains trees on the ROW whether they were planted by the village, an abutting private property owner, or occur as part of a naturalized area. Any additional vegetation on the ROW such as shrubs, vines, grass, and other perennial or annual plants is the responsibility of the abutting private property owner unless the ROW area is included on the official Village maintenance map, in which case, the Village will be responsible for maintenance.

SECTION II

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

SECTION III

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

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

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk

ORDINANCE NO. _____

An Ordinance Amending Chapter 50, Section 141 of the Brown Deer Village Code Pertaining to Maintenance of Right of Way

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

SECTION I

Section 50-141 of the Brown Deer Village Code is hereby amended to provide as follows:

50-141

(d) The purpose of this article is to provide the village a legal framework within which to regulate and manage the public right-of-way, and to provide for recovery of costs. This article provides for the health, safety and welfare of the residents of the village as they use the right-of-way of the village, as well as to ensure the structural integrity of the public right-of-way. The village desires to minimize and anticipate the number of excavations taking place thereon and to regulate the placement of facilities within the right-of-way to ensure that they remain available for public services. A primary cause for the early and excessive deterioration of its right-of-way is the frequent excavation by persons who locate facilities thereon. The village maintains trees on the ROW whether they were planted by the village, an abutting private property owner, or occur as part of a naturalized area. Any additional vegetation on the ROW such as shrubs, vines, grass, and other perennial or annual plants is the responsibility of the abutting private property owner unless the ROW area is included on the official Village maintenance map, in which case, the Village will be responsible for maintenance.

SECTION II

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

SECTION III

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

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

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk

SPECIFICATIONS FOR TURF MAINTENANCE

GENERAL CONDITIONS:

- 1.01 The work specified hereunder provides for the mowing and maintenance of various parks and street parkways at various locations within the Village of Brown Deer. The sizes of the areas given in the schedules are estimated from Village maps, are general, and not exact. Sidewalk plowing and de-icing are for the sidewalks leading to and/or around the Village Hall and the Village Library (see maps). Street sidewalks at the two locations are not included in this bid.
- 1.02 Successful bidder shall execute the contract promptly and shall commence operations within 10 days after notification by the Village. Work shall be done under the direction of and subject to the inspection of the Superintendent of Public Works or his designated representative.
- 1.03 Contractor shall be responsible for damage resulting from his operation including, but not limited to: street lights; sprinkler systems; trees and planting on private property, parkways and adjacent lawn; sidewalks and drive approach; picnic tables; fencing. The contractor shall repair ruts in lawn resulting from his operations. Damaged sidewalk slabs, street lights, street or traffic signs, picnic tables, or fencing will be repaired by Village with the cost of repairs to be deducted from funds due the contractor. Damage to adjoining trees shall be repaired or replaced immediately as directed by the Village. Broken or damaged branches that are hanging shall be removed by the contractor before leaving the location.
- 1.04 Hours of Operation:
 - A) For turf maintenance, the contractor shall operate between the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, excepting legal holidays. Work will be allowed on Saturdays, Sundays or holidays only with the written approval of the Village Manager or his designee. Work done on Saturdays, Sundays or holidays without written approval shall not be paid by the Village. The unpaid sum will be considered and treated not as a penalty, but as fixed, agreed, and liquidated damages due the Village. School District grounds shall be maintained at times agreed by the District so as not to disturb classes or athletic events.
 - B) For sidewalk plowing and de-icing, the contractor shall monitor snowfall events and icing conditions and determine when snow/ice removal is necessary. The Village may request a special snow/ice removal depending upon weather conditions and scheduled use of the Village Hall or Library. Snow/ice removal shall be completed at the Village Hall no later than 7:30 A.M. should an overnight event occur. On Saturdays, Sundays or other days that the Village Hall general offices are closed, only the front entrance and walk, Police Department side entrance and the sally port drive areas shall be cleared and treated. Snow/ice removal shall be completed no later than 9:00 A.M. should an overnight event occur. On Sundays or other days that the Library is closed, only the front walk from the turn around to the night drop-off shall be cleared and treated.

- 1.05 Contractor shall provide and mount sufficient barricades and directional signage and provide adequate groundsmen to control and protect traffic and pedestrians.
- 1.06 At the end of each workday, the contractor shall clean up all debris collected and/or resulting from his operations to the satisfaction of the Village. The contractor shall dispose of materials at a location provided by the Village. No extra shall be allowed for hauling of materials; the bid prices shall include the cost of all of the phases of each respective operation.
- 1.07 Successful bidder shall provide the following insurance:
- (a) COMPENSATION INSURANCE:
The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site of the Project. A Certificate of Insurance shall be furnished to the Village.
- (b) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:
The Contractor shall take out and maintain during the life of the contract (at minimum)\$100,000/\$500,000 Public Liability and \$300,000 Property Damage Insurance* per occurrence as shall protect him and shall agree to save the Village harmless from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are by contractor or by anyone directly or indirectly employed by him. A Certificate of Insurance naming the Village of Brown Deer as insured shall be furnished to the Village Manager prior to beginning of work. The Insurance company shall be obligated to notify the Village Manager of cancellation of insurance by certified or registered mail ten (10) days prior to effective date of cancellation.
- * Construed as including Contractor's Contingent or Protective Insurance to protect the noted parties from damage claims arising from operations under this contract.
- (c) Supplemental for Snow/Ice Removal
Should an accident occur at the Village Hall or Village Library causing personal injury or property damage as a result of negligence by the contractor, the contractor shall be held liable for any claims against the Village.
Should the contractor have performed his/her work in accordance with the contract, and for any reason, other than negligence by the contractor, an accident causing injury or property damage takes place, the contractor shall not be held liable.
- 1.08 The Village reserves the right to terminate the contract upon advance notice of one week, if in the opinion of the Village Manager, the work is not being done in accordance with the specifications or if the Contractor does not exercise care to avoid unnecessary damage to public and/or private property.
- 1.09 Payment of the Contractor's services will be made within 30 days of invoice, allowing time for verification by Village and processing by the Village Treasurer. Services shall be paid upon the areas completed and approved by the Village.

TURF MAINTENANCE OPERATION:

- 2.01 Contractor shall check with the Superintendent of Public Works or his designated representative relative to the manner and extent to which each of the areas shall be maintained. No payment will be made for areas mowed without prior authorization by the Village.
- 2.02 The contractor shall furnish a crew of men experienced in mowing turf areas, together with a supervisor, necessary tools, equipment and trucks sufficient in size and number. Proper cutting schedules shall not be affected by loss of seasonal hire, or by mechanical problems with equipment. The contractor shall relocate all movable items (i.e.: picnic tables, athletic equipment, etc.) to ensure complete cutting of the designated area.
- 2.03 Contractor shall cut turf to a height of 2-1/2 \pm inches for areas designated for 15 or more mowings. Areas designated for 10 mowings shall be cut to a height not to exceed 5 inches. Contractor's personnel shall pick up all debris prior to and during cutting operations. See Section 1.06 for disposal of debris. Cuttings shall not be collected unless windrows or clumping occurs. The contractor shall dispose of collected cuttings at his facilities. Removal of windrows or clumping shall be at the Base Bid A sites - Fairy Chasm Park, Village Park/Hall/Pond, and Village Library. Windrows or clumping shall be dispersed as much as possible at other locations.
- 2.04 Contractor shall clean sidewalks and other paved areas by use of the mowing equipment (see below) or blowers. The Village prefers mulching mowers or rear discharge mowers. Cleaning of sidewalks and paved areas shall only be at the Base Bid A sites - Fairy Chasm Park, Village Park/Hall/Pond, Village Library and at walks adjacent to Brown Deer School District grounds. Sidewalks close to the buildings shall not be cleaned with mowing equipment. Contractor shall minimize blowing cuttings onto street pavements.
- 2.05 The Contractor may apply a herbicide in accordance with State regulations to all plant bed areas and/or edges, around trees, sign posts, etc. in lieu of or in combination with line trimming. Herbicide shall not migrate nor shall it affect trees or plantings in the beds. **The contractor shall submit herbicide description and application rates, and shall notify the Village prior to application.**
- 2.06 The Village shall maintain all trees and plantings within the areas mowed by the contractor except as noted in the specifications or as awarded under Optional Services.
- 2.07 Special Events and Activities: There will be special events or activities that may affect the contractor's schedule for work. The following is a list of known events/activities that will require the contractor to adjust/coordinate the work schedule.

Village Park Reservations: the two shelters at the park can be reserved for parties that may occur during a weekday. The Contractor's supervisor shall contact the Village's Recreation Department for reservation updates on a weekly basis. (Copies of reservations shall be sent to the Contractor as they are approved.) Historically the majority of

reservations have been for late in the day and for Saturdays, Sundays and holidays.

Village Pond: the Pond opens in early June and will close towards the end of August. Daily hours of operation are from 9:00 A.M. to 7:30 P.M.

Village Park Irrigation: if required, the Village may setup irrigation piping for watering the park. The Contractor shall coordinate his work schedule with this activity. This activity usually occurs prior to the 4TH of July event.

4TH OF JULY: from three to four working days prior to July 3rd or 4th through July 5th the Village Park shall have fencing and other structures erected for the 4th of July. Contractor shall closely coordinate his work schedule with the Village at this time. A July 4th parade will be held on Dean Road and North 51st Street to the Park. It is highly important that the Village Park and parade route have the best appearance for this event.

Fairy Chasm Park: there shall be a temporary worker for the Village's Recreation Department at this location and will maintain infield areas and all line markings in the fields. Practices and games are scheduled for early evenings and weekends. This site has an irrigation system that operates during the night. The Contractor's supervisor shall inform the Recreation Department and/or the Superintendent of Public Works if the fields are too soft for a mowing and that the irrigation system should be turned off.

Brown Deer High School Homecoming: in late September or early October the School District has a homecoming parade along Dean Road and N. 60th Street. It is important that the parade route should have the best appearance for this event.

2.08 Base Bid C - State and County Highway Medians: (within the limits of the Village)

The Village is responsible for the maintenance of turf and plantings on the medians of Brown Deer Road, North Green Bay Road, North Sherman Blvd. from Good Hope to Teutonia, and North Teutonia Avenue from Calumet to north end.

2.09 Base Bid "A" Notes:

Village Park: Area includes the east side of the drainage way west of the Pond area.

Village Library: Area includes all turf up to the street curb or road shoulder and that of the bridge head walls between the library and school frontages on Bradley Road and on N. 55th Street.

Fairy Chasm Park: this area includes all turf up to the road shoulder and adjacent properties.

2.10 Base Bid "B" Notes:

400/401 Beaver Creek: this includes trim work at the box culvert head walls and guardrails at North 51st Street.

410 55th Outlot: this is the rough area 15 feet west of the west curb line of 55th Street and bounded on the north by the Beaver Creek turf line 401

440 Beaver Creek N\W: the fall mowing shall be the slope adjacent to the residential properties.

460 Park Plaza: this area includes the trim work at the Beaver Creek box head walls at approximately 68th and Brown Deer Road. Care should be taken to keep weeds from the curb and gutter of the medians.

470 BC Headwalls: this area is the east and west parkway of 60th at the Beaver Creek culvert crossing headwalls and fencing, trim work at Beaver Creek box headwall at Brown Deer Road.

500 60th Street: this area includes all turf from the road shoulder to the fences or bush line east of the public sidewalk.

640 Library Basin: fall cut after the first hard freeze. Beds to be weeded and mulched as required.

552 44th Drainage Way: fall cut after first hard freeze.

620-630 Fairy Chasm Circle and Court Islands: trimming and weed control. No turf.

Options - County Line and Green Bay Service Drive Beds: trimming and weed control. See Schedule B for turf area of Service Drive median.

2.11 Trimming Shrubbery:

Trimming of shrubbery shall consist of the removal of dead, broken, damaged, or diseased trunks/canes/branches. Crossed and rubbing branches shall be cleared. Only light shearing/tipping shall be done to maintain shape and spread. NO TRIMMING SHALL BE DONE IN JULY AND AUGUST.

2.12 Weeding of shrubbery, perennial beds, tree mulch rings:

The Village requires that the shrubbery, perennial beds, and tree mulch rings located on the medians/service drives of Brown Deer Road, Green Bay Road, Sherman Blvd., Teutonia Avenue, and Village streets be kept clear of unwanted growth. The Contractor shall inspect and remove growth not specified for the planting bed. Unwanted growth shall be removed and disposed per Section 1.06. Areas/beds shall be inspected and cleared of unwanted growth at the end of May, June, July, and mid-September. Contractor may submit an alternative for herbicide control, also see Section 2.14.

2.13 Fall Cleanup of planting beds and tree rings:

Between the dates of October 20th and November 15th (after the first hard freeze) the Contractor shall inspect and remove unwanted growth and debris from the planting beds and tree rings. Excessive leaf and twig litter shall be removed from the beds. Perennials shall be cut back and cuttings removed. Contractor shall inform the Village if additional mulch is required for protection of all plantings. Contractor shall provide a quotation for re-mulching and any plant replacements for the fall or next spring.

2.14 Fertilization:

The Village would prefer granular application, however liquid is acceptable. Contractor shall provide description of material and application rate for Village approval prior to

application. **Contractor shall comply with all State and Federal rules for application and posting. Each school location shall be notified and provided information prior to application. No phosphorous shall be allowed in any fertilizer unless approved by the Village for the specific application.**

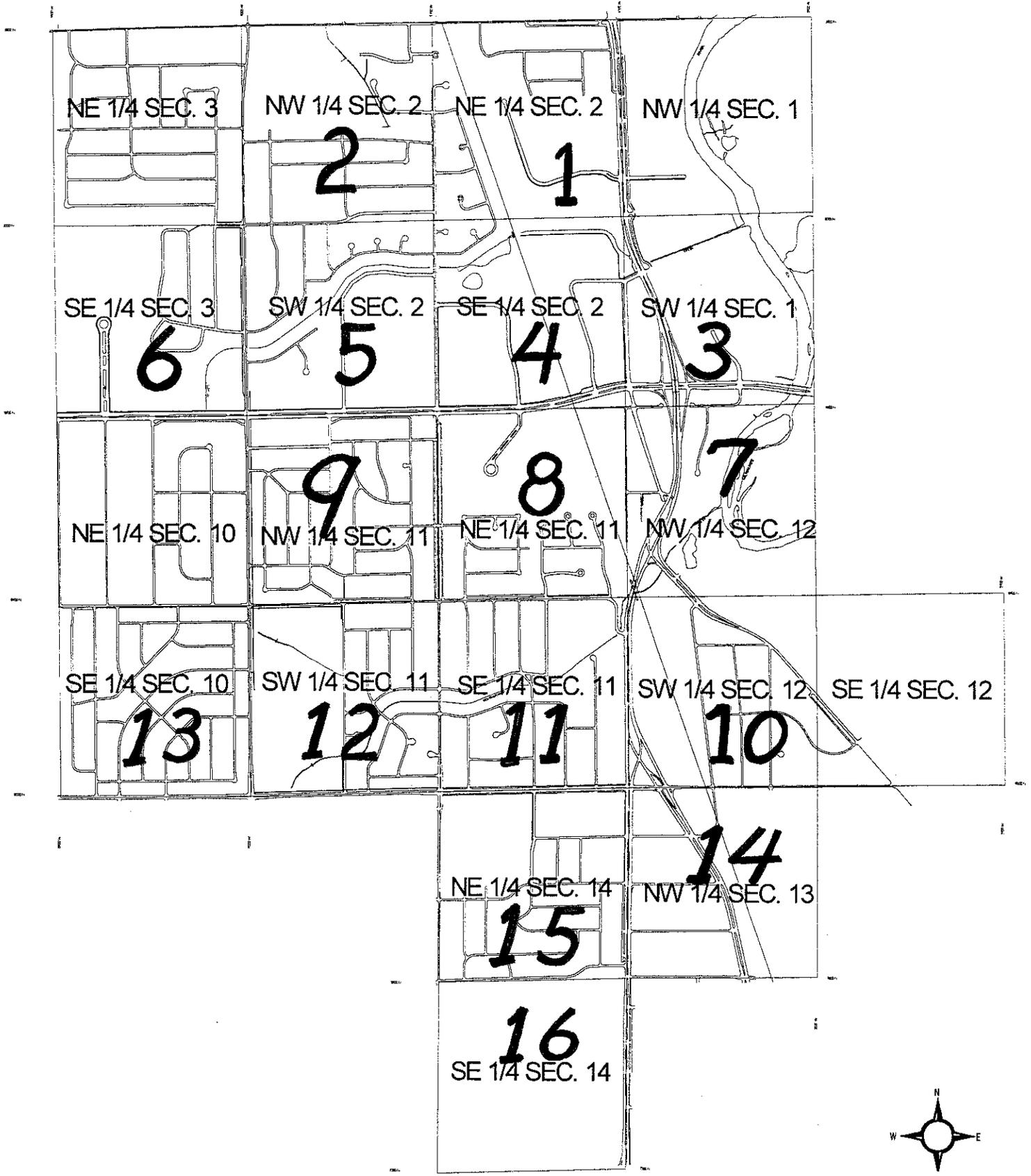
Spring Application: shall approximate a 20-0-10 slow release with a general broadleaf and crabgrass control for turf application. Contractor shall apply "Ferti-Loam" or equal at the manufacturer's specified range for perennials located on the medians and at entry sign beds. Contractor may include a pre-emergent herbicide to control weeding and unwanted growth.

Fall Application: shall approximate a 10-0-10 with general broadleaf control for turf application. Contractor shall apply "Ferti-Loam" or equal at the manufacturer's specified range for all perennial beds located on the medians and at entry signs.

SIDEWALK PLOWING AND DE-ICING:

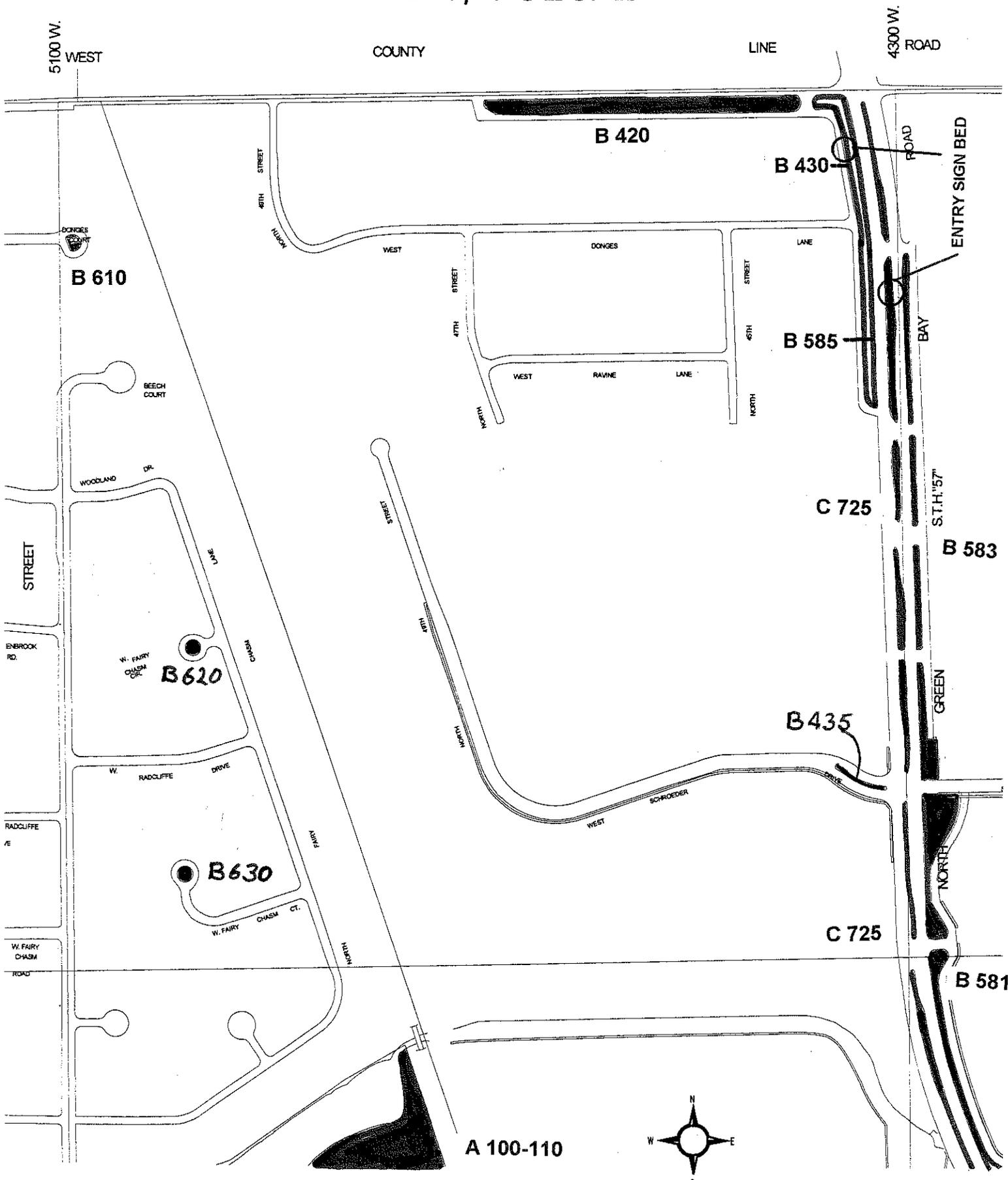
- 3.01 Snow removal shall take place for a snowfall event that results in 2 inches or more of accumulated snow. Ice removal shall take place in any instance where ice accumulations occur on any walkway surface. Ice removal shall include, as necessary, shoveling, scraping, chipping, or use of salt or de-icer approved by the Village. Road salt is available from the Village and in Village provided boxes at each site.
- 3.02 See paragraph 1.04 Hours of Operation for specific periods of snow/ice removal operations. Locations to be maintained are indicated on the maps attached to these specifications.
- 3.03 Contractor shall contact the Department of Public Works to coordinate operations with those of the Public Works. The Department of Public Works is responsible for the snow removal and de-icing of the parking lot areas at each facility.

VILLAGE OF BROWN DEER, WI VILLAGE MAP BY QUARTER SECTION

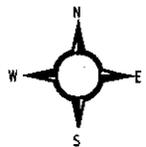


VILLAGE OF BROWN DEER, WI NE 1/4 SEC. 2

1

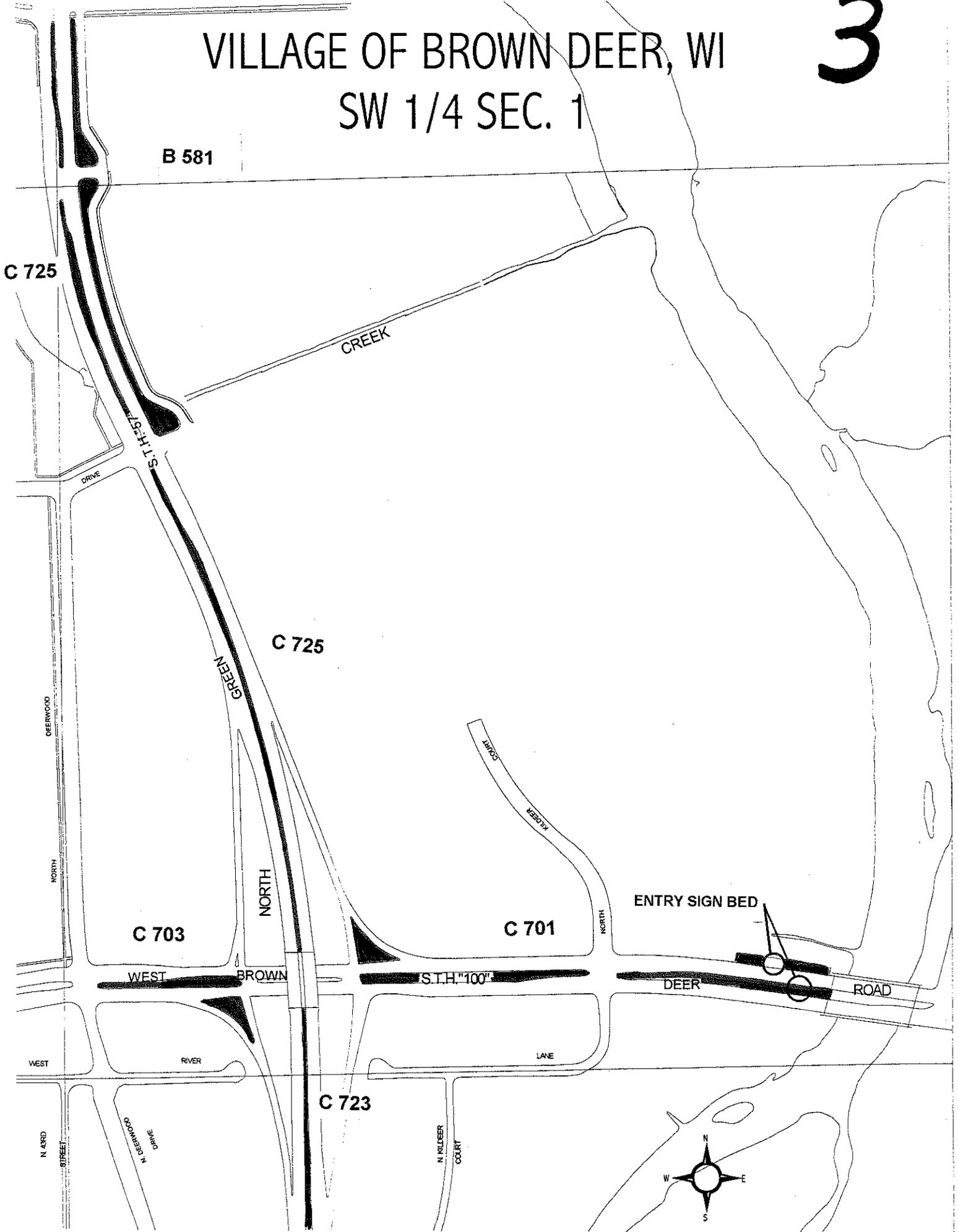


A 100-110



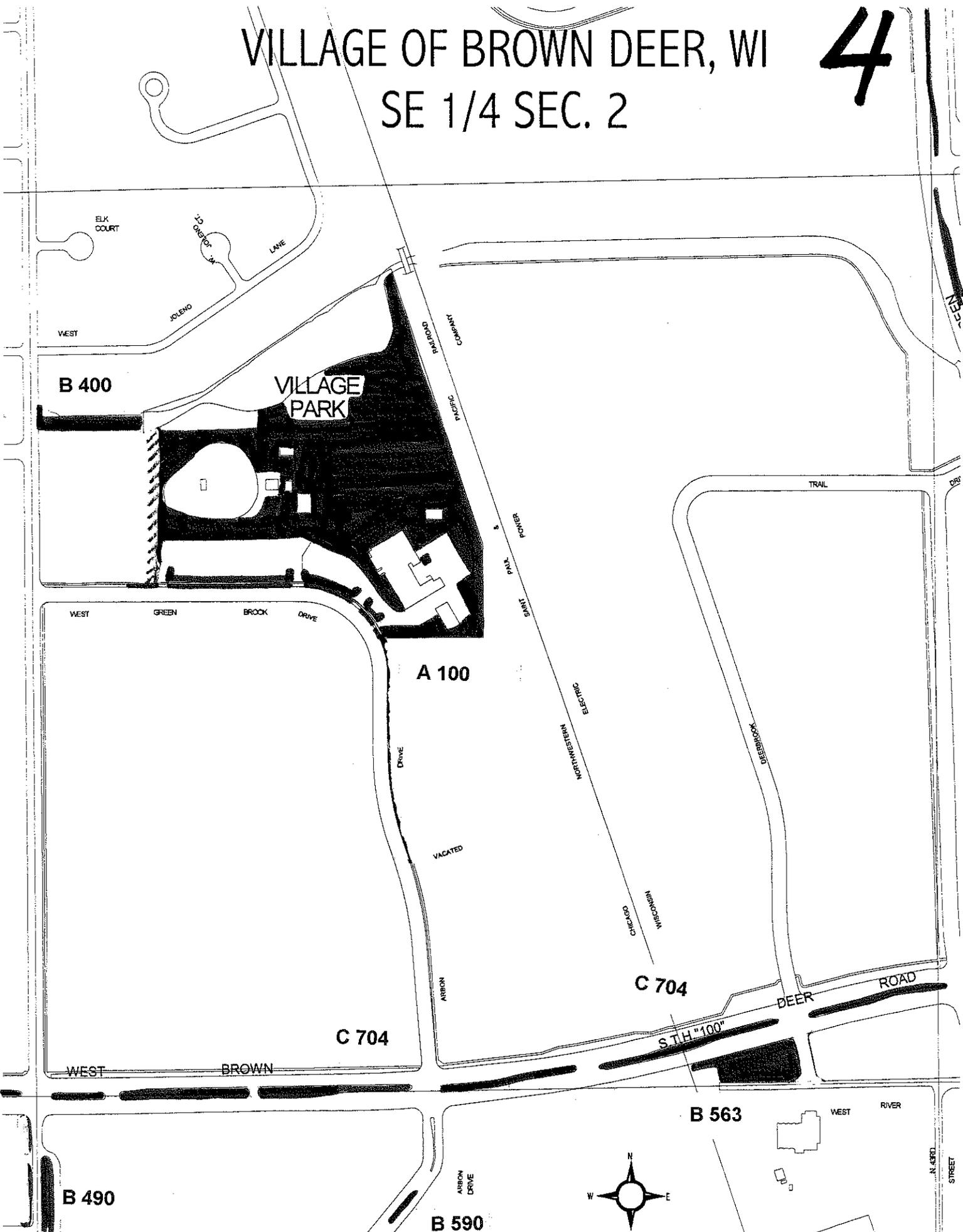
VILLAGE OF BROWN DEER, WI SW 1/4 SEC. 1

3



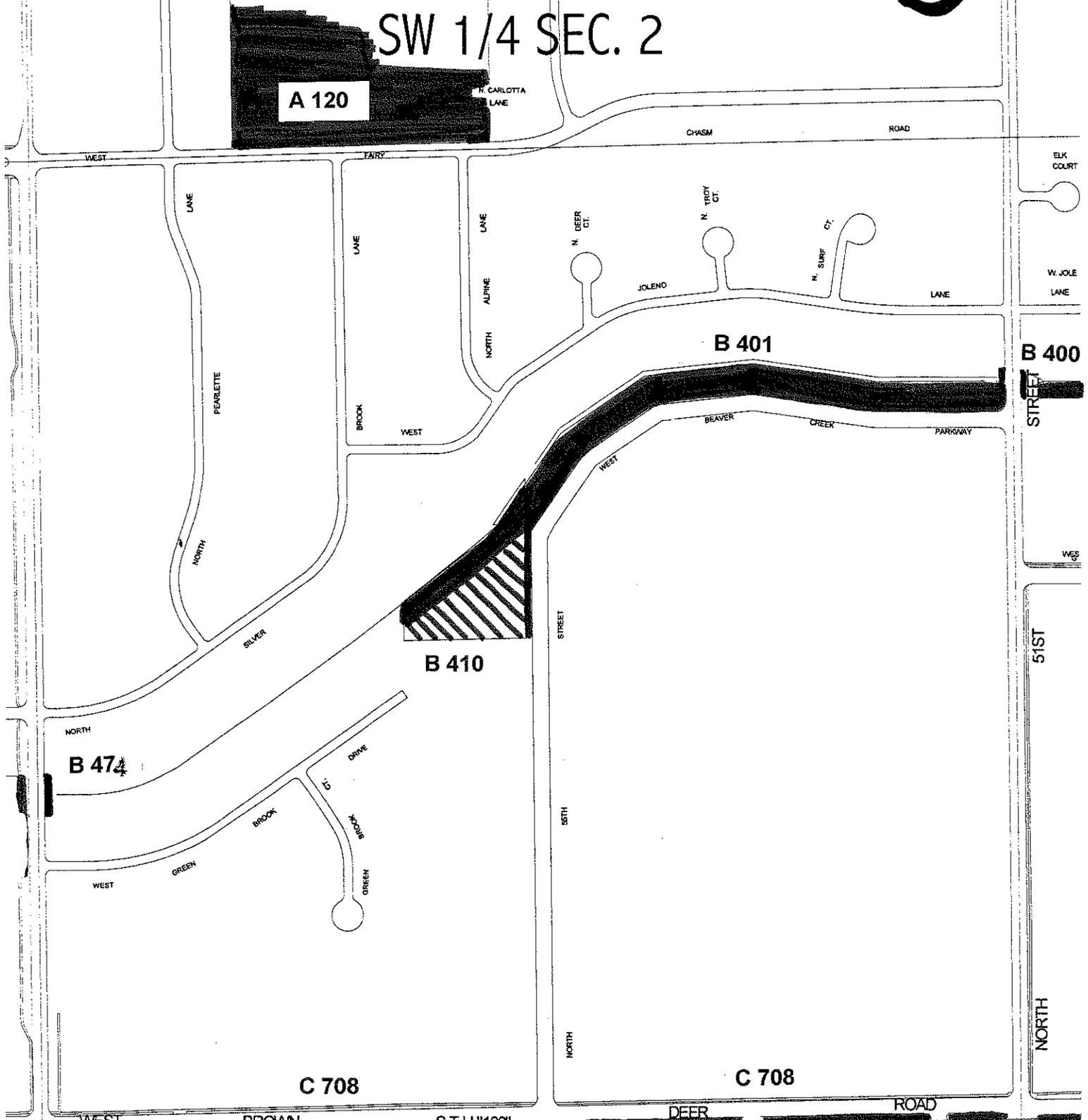
VILLAGE OF BROWN DEER, WI SE 1/4 SEC. 2

4



VILLAGE OF BROWN DEER, WI SW 1/4 SEC. 2

5



A 120

N. CARLOTTA LANE

CHASM ROAD

WEST FAIR

ELK COURT

LAKE

LAKE

LAKE

N. DEER CT.

N. TROY CT.

N. SURF CT.

JOLENO

LANE

W. JOLE LANE

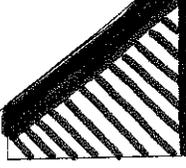
B 401

B 400

STREET

BEAVER CREEK PARKWAY

WEST



B 410

STREET

51ST

NORTH

B 474

DRIVE

BROOK

IS

NOBIS

GREEN

GREEN

WEST

STREET

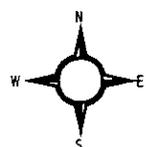
NORTH

NORTH

C 708

C 708

WEST BROWN S.T.H. 100 DEER ROAD

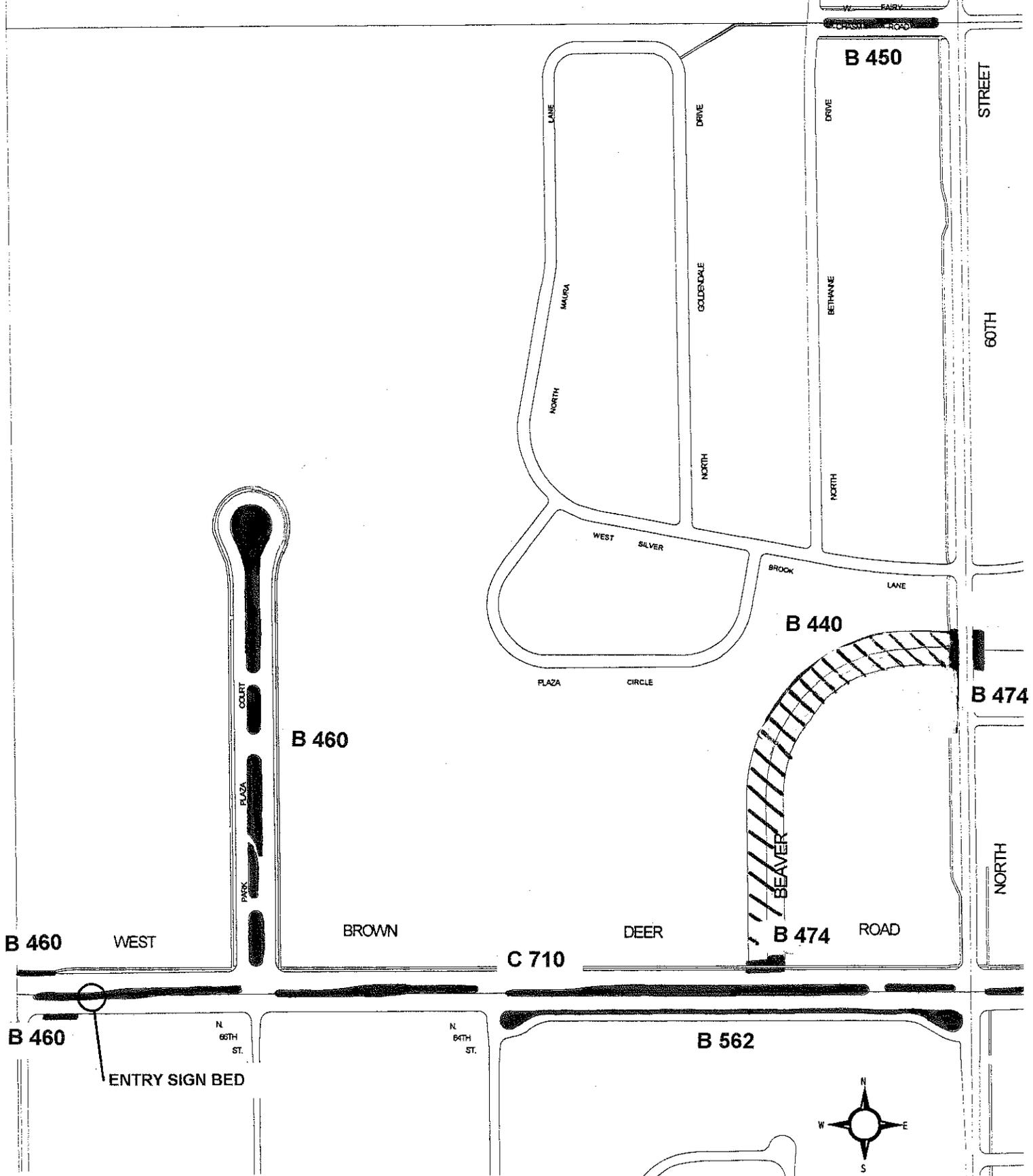


B 561

N 52ND **B 490**

VILLAGE OF BROWN DEER, WI SE 1/4 SEC. 3

6

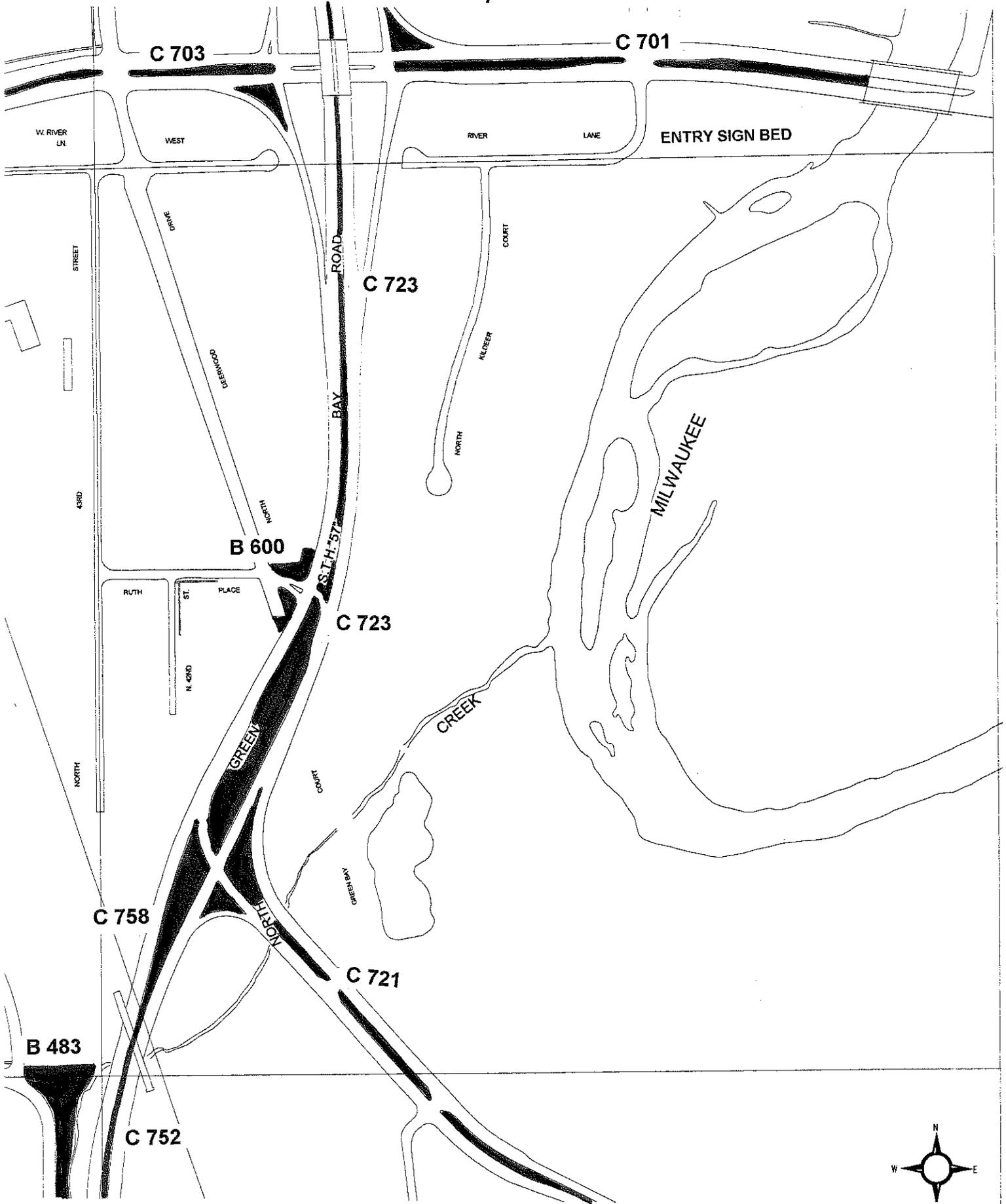


VILLAGE OF BROWN DEER, WI

7

C 725

NW 1/4 SEC. 12



C 703

C 701

W RIVER LN

WEST

RIVER LANE

ENTRY SIGN BED

STREET

BLVD

C 723

COURT

ALDEER

NORTH

MILWAUKEE

B 600

C 723

RUTH PLACE

CREEK

GREEN

COURT

ALDEER

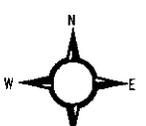
C 758

NORTH

C 721

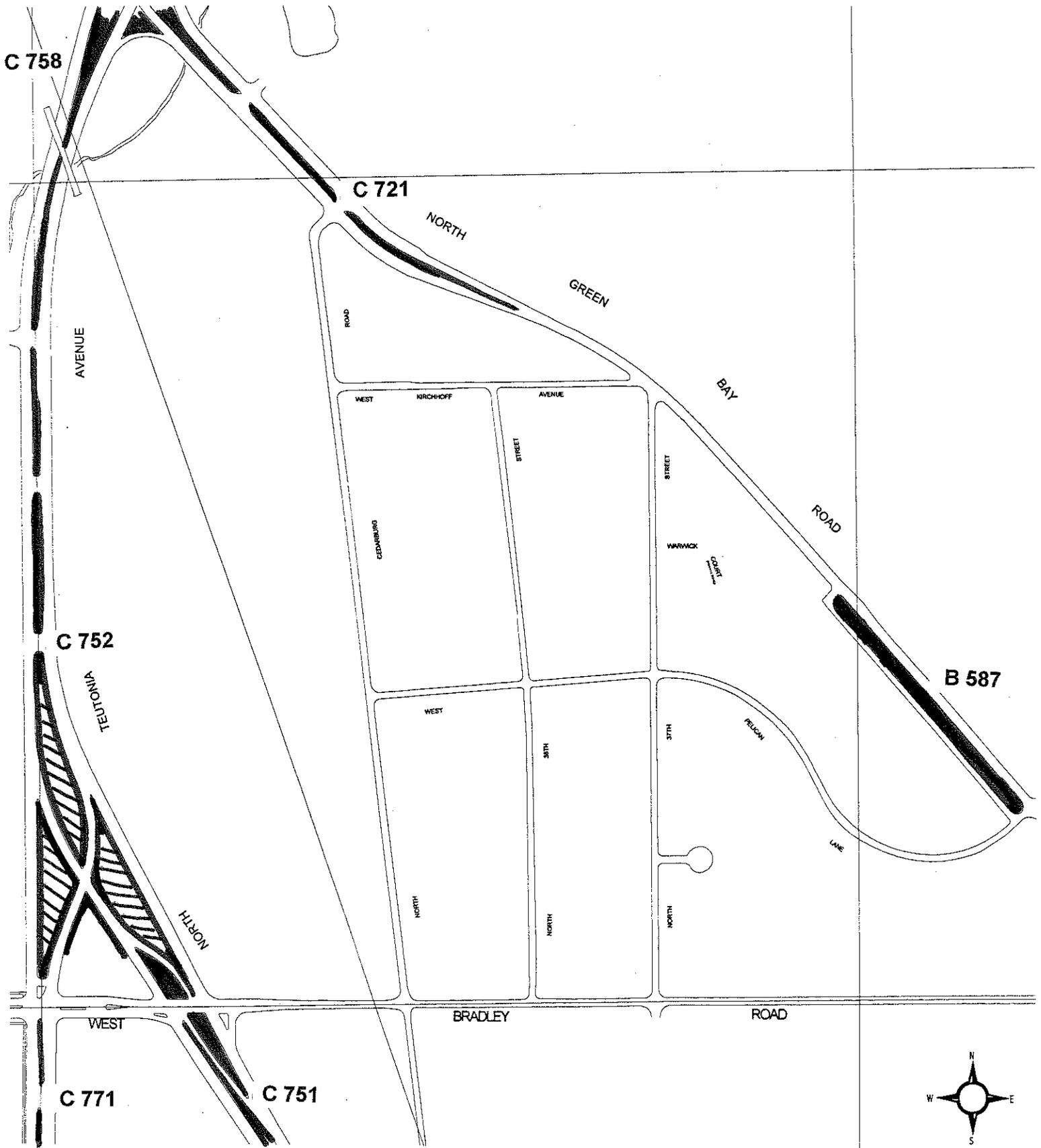
B 483

C 752



VILLAGE OF BROWN DEER, WI SW 1/4 SEC. 12

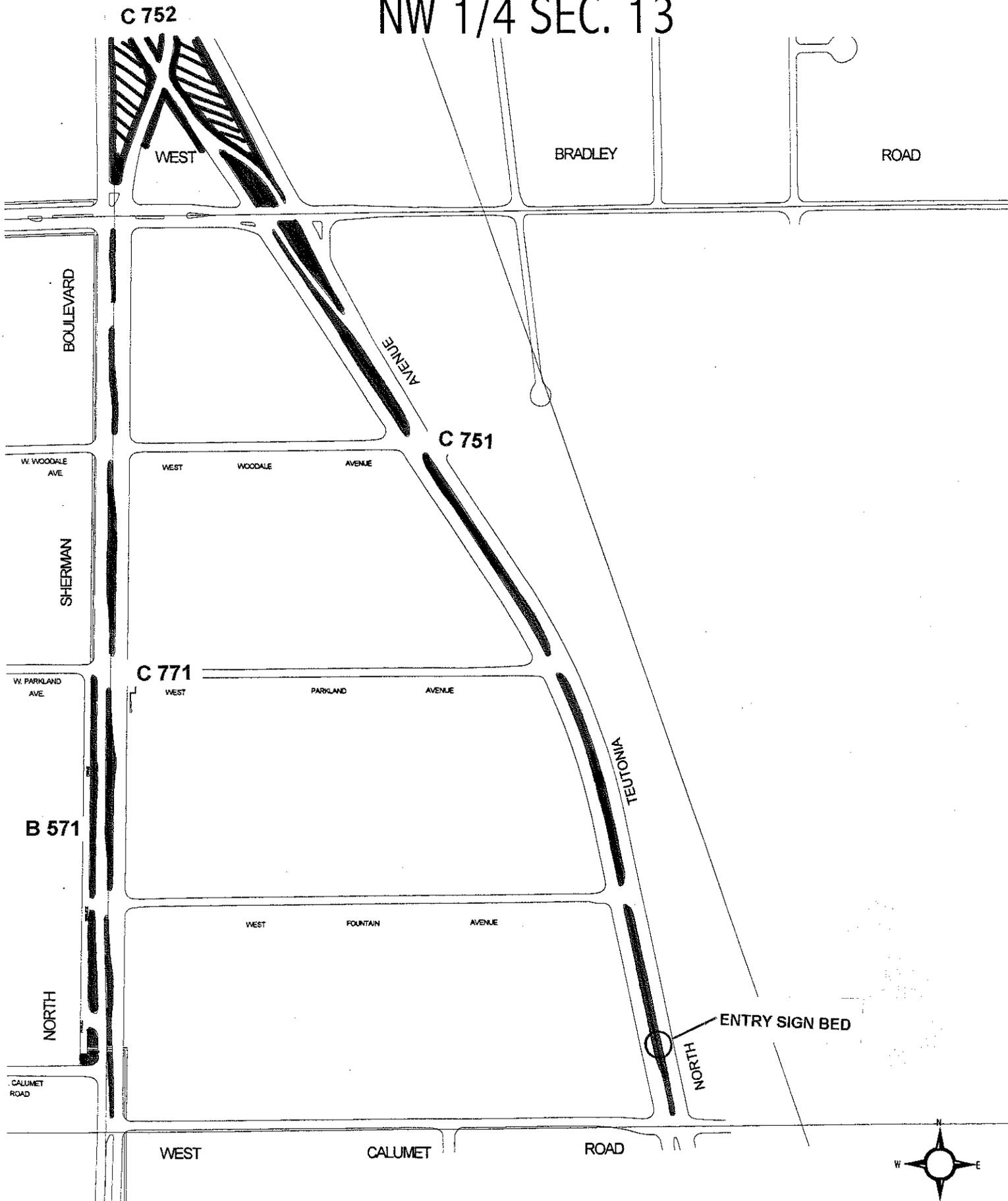
10



VILLAGE OF BROWN DEER, WI

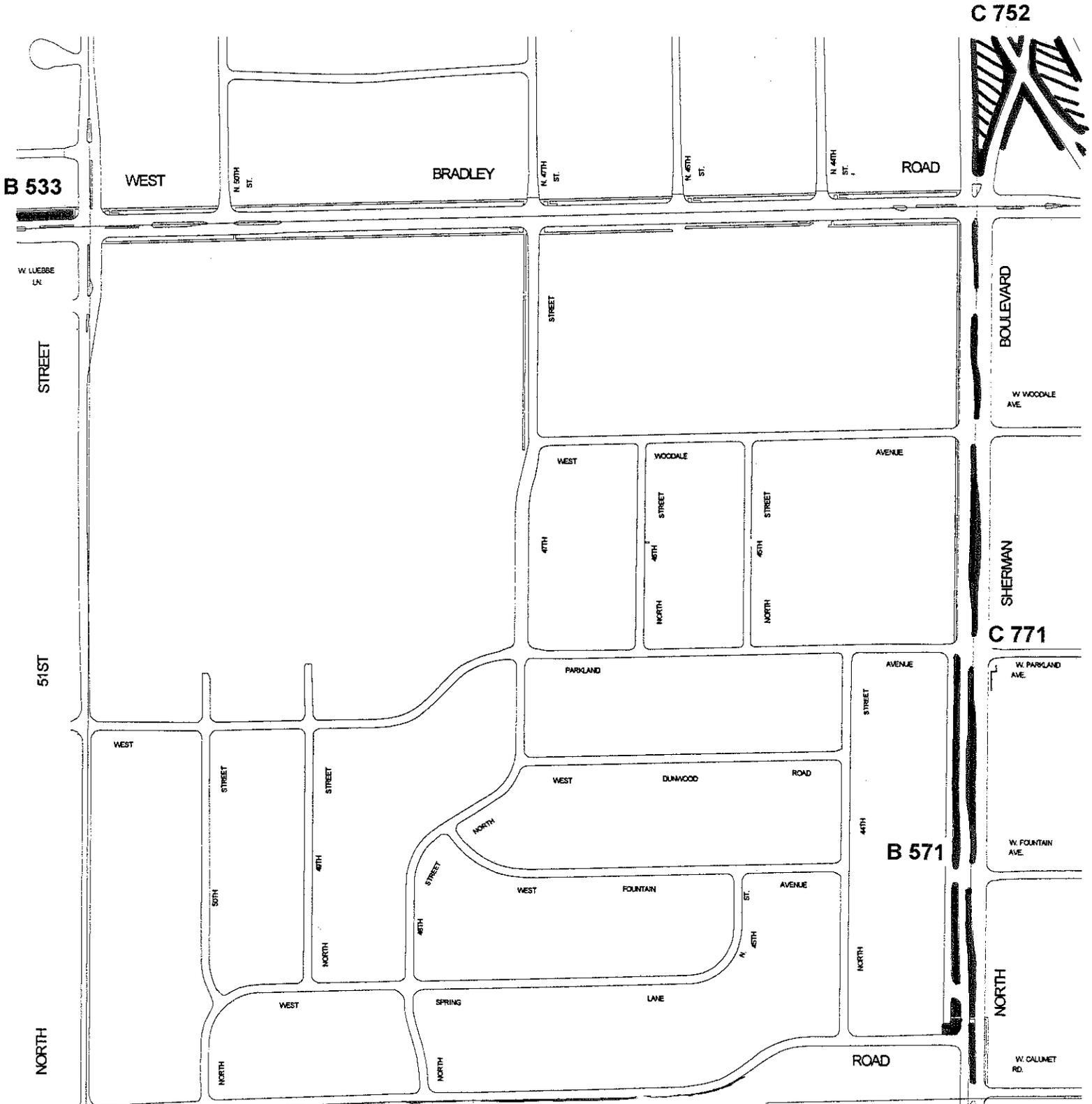
14

NW 1/4 SEC. 13



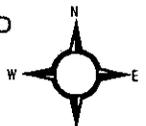
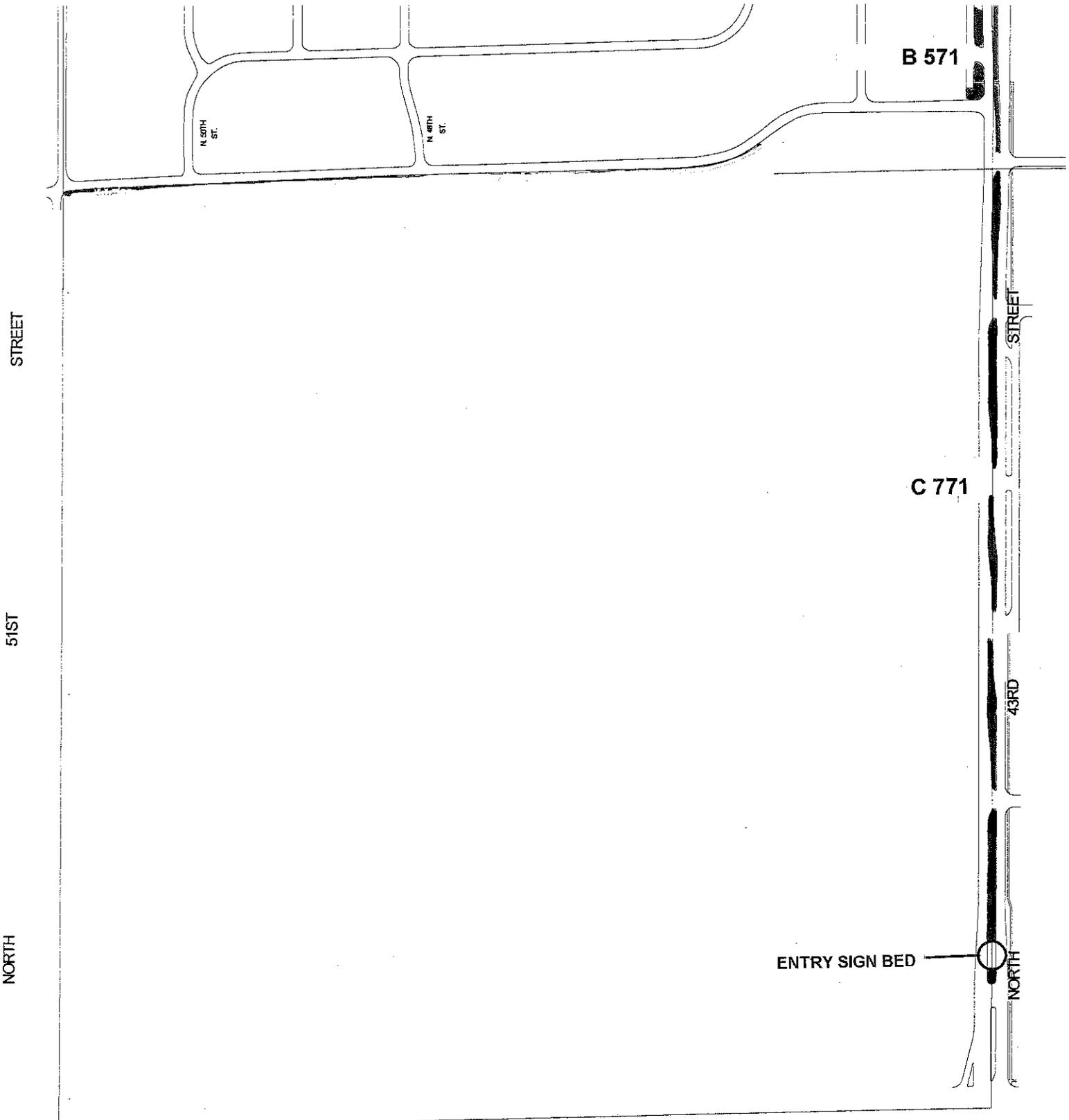
VILLAGE OF BROWN DEER, WI NE 1/4 SEC. 14

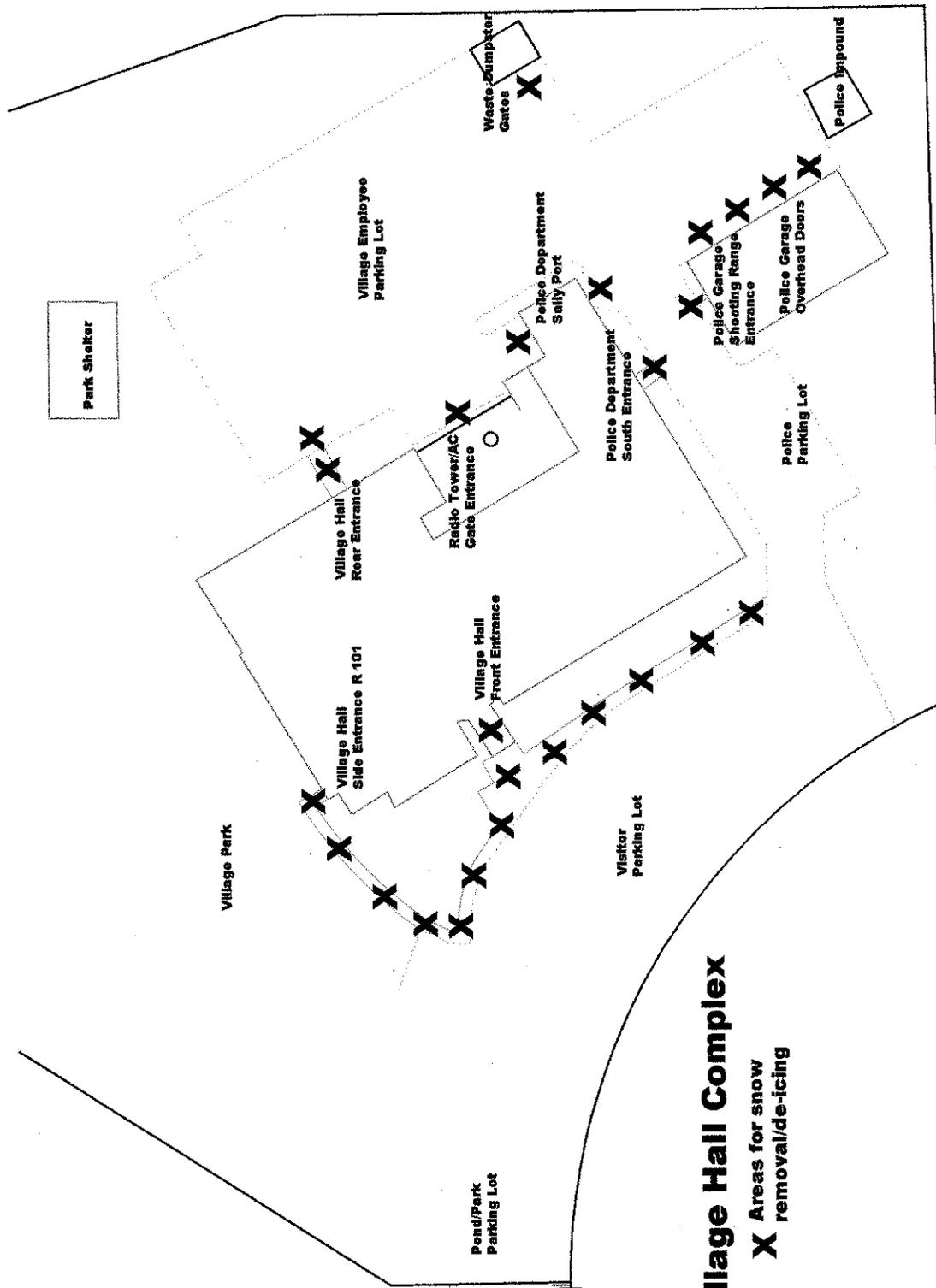
15



VILLAGE OF BROWN DEER, WI
SE 1/4 SEC. 14

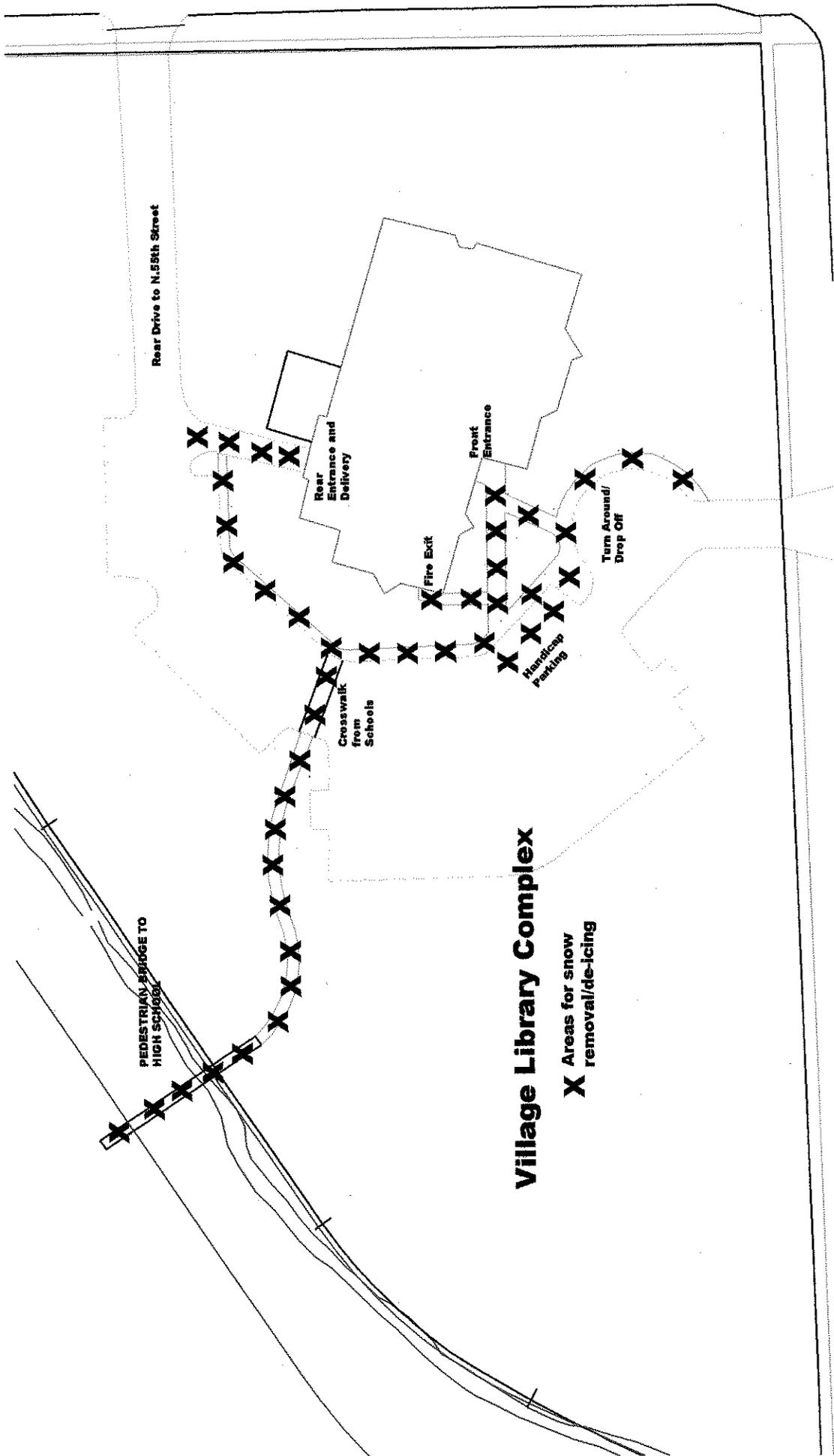
16





Village Hall Complex

X Areas for snow removal/de-icing



Rear Drive to N. 58th Street

Rear Entrance and Delivery

Front Entrance

Fire Exit

Turn Around/ Drop Off

Handicap Parking

Crosswalk from Schools

PEDESTRIAN BRIDGE TO HIGH SCHOOL

Village Library Complex

X Areas for snow removal/de-icing

Resolution Opposing Elimination of Personal Property Taxes

Whereas, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

Whereas, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

Whereas, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

Whereas, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

Whereas, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

Whereas, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts;

WHEREAS, in the Village of Brown Deer, the loss of computer aid payment for exempt computers would mean \$442,928 less for the Village's General Fund and \$1,944 less for the Village's TIDs, for a total decrease in state aid payments of \$444,872; and

WHEREAS, in the Village of Brown Deer, the shift to residential homeowners would be \$295,193 of tax levy for just the Village portion of property taxes. The resulting total equalized tax rate increase from all taxing entities would be \$ 3.61 increase per \$1,000 valuation. This would increase the total tax bill on an average home in Brown Deer by \$479.12 per year.

NOW THEREFORE BE IT RESOLVED, that the Village of Brown Deer, Wisconsin opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.