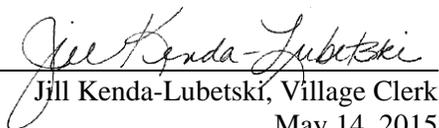


VILLAGE BOARD MEETING
Monday, May 18, 2015
Earl McGovern Board Room, 6:30 P.M.



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
 - A) 4th of July Representative
- IV. Consideration of Minutes: May 4, 2015 Regular Meeting
- V. Unfinished Business
- VI. New Business
 - A) New "Class B" Liquor License for Millonzi's Entertainment Group, LLC d/b/a Zi's Sports Pub & Eatery
 - B) Approve a Memorandum of Understand between the School District and the Village of Brown Deer to Market 7841 N. 47th Street
 - C) Resolution No. 15-, "Amending the Village Parking Prohibition Table under Section 62-51(c) of the Village Code which adds On-Street Parking Restriction (west side) for North 42nd Street from Ruth Place to Dead-End"
 - D) Ordinance No. 15-, "An Ordinance Creating Section 14-64 of the Brown Deer Village Code Pertaining to the Renewal of Class A Fermented Malt Beverage and Intoxicating Liquor Licenses and Class B Fermented Malt Beverage and Intoxicating Liquor Licenses"
 - E) Ordinance No. 15-, "An Ordinance Creating Section 62-53 of the Brown Deer Village Code Pertaining to Parking Prohibited"
 - F) Presentation by the Brown Deer Library
 - G) Presentation by the North Shore Health Department
 - H) Review and Comment on the WPDES 2015 Annual Report for the Activities of 2014
- VII. Committee Appointments
- VIII. Village President's Report
- IX. Village Manager's Report
- X. Adjournment


Jill Kenda-Lubetski, Village Clerk
May 14, 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
MAY 4, 2015 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:29 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Awe, Baker, Boschert, Oates, Schilz, Springman

Also Present: Michael Hall, Village Manager; John Fuchs, Village Attorney; Erin Hirn, Assistant Village Manager; Michael Kass, Chief of Police; Nate Piotrowski, Director of Community Development; Matthew Maederer, Director of Department of Public Works; Susan Hudson, Treasurer/Comptroller; Steve Kornetzke, Robert W. Baird Co.

II. Pledge of Allegiance

III. Persons Desiring to be Heard

IV. Consideration of Minutes: April 20, 2015 Regular Meeting

It was moved by Trustee Boschert and seconded by Trustee Schilz to approve the minutes from the April 20, 2015 - Regular Meeting. The motion carried unanimously.

V. Unfinished Business

None.

VI. New Business

A) Resolution No. 15-15, "Resolution Recognizing Barbara Fleming as Citizen of the Year"

Trustee Baker commended Barbara Fleming for being named "Citizens of the Year" by the Brown Deer Senior Citizen's Club for all of her many accomplishments.

It was moved by President Krueger and seconded by Trustee Boschert to approve Resolution No. 15-15, "Resolution Recognizing Barbara Fleming as Citizen of the Year". The motion carried unanimously.

B) Approved a Certified Survey Map for a Land Division at 6700 West Brown Deer Road

Mr. Piotrowski explained how the survey map has already been presented and recommended by the Plan Commission last week dividing American TV lot into three separate parcels. Two parcels would be set for redevelopment and one would be retained by the village for storm water management. In order for the purchase agreements of the other two lots to progress, approval for the survey map is necessary.

It was moved by Trustee Oates and seconded by Trustee Schilz to approve a Certified Survey Map for a Land Division at 6700 West Brown Deer Road. The motion carried unanimously.

C) Approve the Contract Award for the North 60th Street Reconstruction Project

Mr. Maederer reviewed Phase 1 of the 60th street reconstruction project which is planned to end around Memorial Day and then Phase 2 will begin which involves reconstruction of the road. There were four bidders and the DOT chose Michels Corporation for \$725,588.72. The roadway reconstruction project will start around June 15th and be completed shortly after Labor Day. During construction activities, the

roadway will be closed to thru traffic; however, access will be maintained at all times for residents who live within the project limits. President Krueger then asked if this project was still coming out 80/20 on what the village pays versus DOT. Mr. Maederer said it is closer to 60/40 split due to an increased price in asphalt and the federal project funding cap of \$530,000 as well as village funded adjustment. Trustee Boschert asked if there was a project manager. Mr. Maederer informed the board that SCH consulting firm was approved by the DOT. Trustee Boschert was just concerned because of neighbors complaining of water shut off. Mr. Maederer explained that this concern is due to the water project; however, with the street project the Village will give notice to those it will affect. Trustee Baker asked for a clarification on the general obligation debt. Mr. Maederer explained that we are under budget by around \$20,000. Trustee Oates wanted to know why there was such a large difference between the bids. Mr. Maederer informed him their pulverizing numbers were low so he's assuming they do it in house. Trustee Oates also wanted to know other contracts Michels' has had in the past. Mr. Maederer explained that they were used often by the DOT.

It was moved by President Krueger and seconded by Trustee Boschert to approve the Contract Award for the North 60th Street Reconstruction Project. The motion carried unanimously.

D) Ordinance No. 15-, “Allowing Alternative Forms of Sworn Testimony for BOR”

Attorney Fuchs explained that there has been a state statute for many years that requires in person sworn testimony before Board of Review when challenging an assessment. State statute will now allow testimony over the phone. This option would only be for less complicated cases. Trustee Schilz asked if other communities were doing this. Attorney Fuchs said many would not recommend it, but he would recommend giving the committee the option for scheduling purposes.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve Ordinance No. 15-, “Allowing Alternative Forms of Sworn Testimony for BOR”. The motion carried unanimously.

E) Consider Approval of a Publication Fee Change

Mr. Hall requested that we increase the charge of licenses to those who need them posted in the paper since there will be an increase in cost for paper publications.

It was moved by President Krueger and seconded by Trustee Awe to Consider Approval of a Publication Fee Change. The motion carried unanimously.

F) Approve Vouchers

It was moved by Trustee Oates and seconded by Trustee Schilz to approve vouchers. The motion carried unanimously.

VII. Trustee Assignments/Committee Appointments

Mr. Hall announced a change in some of the reappointment and reminded the board that they can review the assignment to see if changes needed to be made. President Krueger wanted appointment changes any of the board member desired to be emailed to him or Mr. Hall by the next board meeting. Trustee Schilz named of the reappointed committee members.

It was moved by Trustee Schilz and seconded by Trustee Oates to approve committee appointments. The motion carried unanimously.

VIII. Village President’s Report

- Did not have a North Shore Fire Department Board meeting recently.

IX. Village Manager's Report

- Citizen of the Year award ceremony Wednesday at 1:00 pm at the Community Center.
- The 42nd Street issue will be going to the Traffic & Public Safety Committee on Thursday and recommendation will be made.
- The school district already passed a resolution back in 2009 in order to sell the property. The Village is working with a brokerage firm currently and is bringing it to the school board to see if they want to work together to try and envelope all properties when marketing the lots. Mr. Hall explained that he as well as other staff will attend their Finance Committee meeting on May 12th.

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

It was moved by President Krueger and seconded by Trustee Schilz to recess into Closed Session at 7:02 p.m. The motion carried unanimously.

- (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. Reviewing Purchase Agreements for 6700 W. Brown Deer Road and Tax Incremental Financing District #3 status

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

It was moved by President Krueger and seconded by Trustee Schilz to reconvene into Open Session at 7:42 p.m. The motion carried unanimously.

- A)** Consideration of a Purchase Agreement with Brown Deer 6700 LLC (PAK Technologies) for Land and Building at 6700 West Brown Deer Road

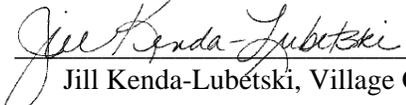
It was moved by Trustee Schilz and seconded by Trustee Baker to approve consideration of a Purchase Agreement with Brown Deer 6700 LLC (PAK Technologies) for Land and Building at 6700 West Brown Deer Road. The motion carried unanimously.

- B)** Consideration of a Purchase Agreement with Aldi (Wisconsin) LLC for Land at 6700 West Brown Deer Road

It was moved by President Krueger and seconded by Trustee Schilz to approve consideration of a Purchase Agreement with Aldi (Wisconsin) LLC for Land at 6700 West Brown Deer Road. The motion carried unanimously.

XII. Adjournment

It was moved by Trustee Schilz and seconded by Trustee Boschert to adjourn at 7:52 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Village Board
ITEM DESCRIPTION:	“Class B” Intoxicating Liquor License and Class “B” Beer License Transfer to Operate Zi’s Sports Pub & Eatery located at 8777 North Deerwood Drive
PREPARED BY:	Jill Kenda-Lubetski, Village Clerk
REPORT DATE:	May 12, 2015
MANAGER'S REVIEW/COMMENTS:	<p>9 No additional comments to this report.</p> <p>9 See additional comments attached.</p>
RECOMMENDATION:	To transfer the “Class B” Intoxicating Liquor and Class “B” Beer License currently held by Prime Time Sports Bar & Eatery, LLC, d/b/a Prime Time Sports Bar & Eatery to Millonzi’s Entertainment Group, LLC, d/b/a Zi’s Sports Pub & Eatery, located at 8777 North Deerwood Drive, and approve the appointment of Torrey Millonzi as Agent.
EXPLANATION:	<p>The Village has received an Original Alcohol Beverage License Application from Torrey (Tor) Millonzi requesting a “Class B” Intoxicating Liquor License and a Class “B” Beer License for a business to be located at 8777 North Deerwood Drive. Notice of the license application was published in the legal section of the May 7, 2015-edition of <i>The NOW Section</i>. Currently, a “Class B” Intoxicating Liquor License and a Class “B” Beer License is issued to that property address to Prime Time Sports Bar & Eatery LLC, d/b/a Prime Time Sports Bar & Eatery, Janet Kassens, Agent and President of the LLC.</p> <p>Dale and Janet Kassens have submitted a letter stating that they are going to surrender their “Class B” Intoxicating Liquor License and Class “B” Beer License, approving the transfer to Millonzi’s Entertainment Group, LLC. An Application for Transfer of Licenses for Sale of Fermented Malt Beverages and/or Intoxicating Liquor from One Premises to Another, Form At-112, has also been filed.</p> <p>In addition, the necessary forms to appoint Torrey Millonzi as the Agent have been completed and submitted for consideration. The background check for Mr. Millonzi was completed by the Police Department, with the recommendation that Mr. Millonzi is acceptable to serve in the capacity as the Agent for this property. It will be necessary for Mr. Millonzi to provide a copy of a Certificate of completing the Responsible Beverage Servers Course.</p> <p>Pursuant to State Statutes and the Village Code, all intoxicating liquor license applications must be presented for consideration and approved by the Village Board.</p>

MEMORANDUM OF UNDERSTANDING FOR THE LISTING AND SALE FOR REAL ESTATE

Recitals

WHEREAS, the School District of Brown Deer, Wisconsin, is the owner of the premises at 7841 N 47th Street in the Village of Brown Deer, Milwaukee County, Wisconsin; and

WHEREAS, the School Board of the School District of the Village of Brown Deer, hereinafter the Board, has determined that it is in the public interest to market and sell the above referenced property for the reason that such property is no longer in use and constitutes vacant land; and

WHEREAS, the Community Development Authority of the Village of Brown Deer is the owner of the premises at 7909-7911 N 47th Street in the Village of Brown Deer, Wisconsin; and

WHEREAS, the Community Development Authority, hereinafter CDA, has determined that it is in the public interest to market and sell such property in that the property is soon to be abandoned, and its current use is obsolete; and

WHEREAS, the Board and the CDA mutually agree that it is in the public interest that the area comprised of their respective properties be redeveloped, and that the local tax base will thereby be enhanced, and that redevelopment will preclude the area from becoming deteriorated or suffering blight.

NOW, THEREFORE, the parties have reached the following agreement as hereinafter memorialized in this Memorandum of Understanding.

Agreement

1. The Board and the CDA will offer for sale the above referenced real estate, and have agreed that such properties can be listed by a single broker, and the parties have selected RFP Commercial, Inc. as the listing agent.

2. The Board and CDA shall list such properties for sale on a commission basis of 6%.

3. It is further understood that the Board and CDA will have the properties appraised, and review such appraisals to determine their acceptability as reflective of a fair market value. In the event the Board and the CDA concur that the premises owned by the School Board have been reasonably appraised, and that such appraisal reflects a reasonable estimate of fair market value, it is agreed that in the event of a single offer for all properties owned by the parties, that such share of the sale price as is equal to the appraised value of the premises owned by the School District of the Village of Brown

Deer shall be paid to the School District of the Village of Brown Deer as its share of the total sale price for both properties. Such sum shall be reduced by all usual and customary costs of sale, including but not limited by enumeration herein, a broker's commission, and all other usual and customary proration for utilities or other costs. The CDA specifically acknowledges that this Agreement may result in net sale proceeds to the CDA less than the current appraised value of its premises, and that it will accept a lesser value to promote redevelopment of the area, and in recognition that such value as is currently assigned to the improvement on its property, will not likely be reflected in a future purchase price. The CDA acknowledges redevelopment will likely result in demolition of such improvement.

4. The Board and CDA will continue to work together to achieve redevelopment of their respective properties, and this Memorandum of Understanding shall not be construed as their entire agreement.

Dated: _____

Dated: _____

Village of Brown Deer
School District
Title: _____

Community Development Authority
of the Village of Brown Deer
Title: _____

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

- 1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
2 ■ **PROPERTY DESCRIPTION:** Street address is: 7909-7911 N. 47th Street
3 in Section _____ in the Village of Brown Deer, County of Milwaukee,
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.
5 ■ **LIST PRICE:** _____ Dollars (\$ _____).
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,
7 and the following items: _____
8
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
10 continue to be owned by the lessor. (See lines 212-217): _____
11
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
14 agreements or conservation easements, (county, state or federal): _____
15
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE**
17 **ONE** has been assessed as agricultural property under use value law.
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
19 _____
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
22 _____
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25 Broker's marketing may include: See additional provisions
26
27 Broker may advertise the following special financing and incentives offered by Seller: _____
28
29 _____ . Seller has a duty to cooperate with Broker's marketing
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.
32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.
35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: _____
41
42 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.
43 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing
44 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.
45 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.
46 The following other buyers are excluded from this Listing until none **INSERT DATE** : _____
47
48 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
49 Seller has either accepted an offer from the buyer or sold the Property to the buyer.
50 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: to be determined
51 _____ . (Exceptions if any): _____
52 ■ **COMMISSION:** Broker's commission shall be See Addendum A
53 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:
54 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
55 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
56 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
57 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,
 112 unless you release the broker from this duty.
- 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are
 115 within the scope of the agency agreement.
- 116 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 _____ I consent to designated agency.

140 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

141 _____ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of
156 the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be
167 confidential.

168 **CONFIDENTIAL INFORMATION:** _____
169 _____
170 _____

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____
172 _____
173 _____

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the
 250 lot line, on the property, across the street, unknown, etc.): electricity _____; gas _____;
 251 municipal sewer _____; municipal water _____; telephone _____;
 252 other _____; **STRIKE AND COMPLETE AS APPLICABLE** _____

253 ■ **ZONING:** Seller represents that the property is zoned: R3 and LB2 respectively

254 ■ **ADDITIONAL PROVISIONS:** 1). Lines 23-30 Marketing; the following language shall be added:
 255 "Erect signage as per municipal code, entry on Xceligent and CoStar, create marketing
 256 flyer, call on all known prospects". 2). Line 44: "within seven days of the date" is
 257 changed to "upon execution". 3). Line 232: "three" is changed to "fourteen". 4). Line
 258 179; the following language shall be added: "if Seller completes the report". 5). Tax Key
 259 is #0859954000. 6). Seller name is the Village of Brown Deer.

262 ■ **ADDENDA:** The attached addenda Addendum A, Vacant Land Disclosure Report, Refusal

_____ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the _____ day of _____,
 269 up to and including midnight of the _____ day of _____.

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS
 271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY
 272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x) _____ Village of Brown Deer _____
 274 Seller's Signature ▲ _____ Print Name Here: ▲ _____ Date ▲ _____
 275 4800 W. Green Brook Drive _____
 276 Brown Deer, WI 53223 _____ (414) 371-3061
 Seller's Address ▲ _____ Seller's Phone # ▲ _____

277 (414) 371-3053 _____ npoitrowski@browndeerwi.org
 278 Seller's Fax # ▲ _____ Seller's E-Mail Address ▲ _____

279 (x) _____
 280 Seller's Signature ▲ _____ Print Name Here: ▲ _____ Date ▲ _____

281 _____
 282 Seller's Address ▲ _____ Seller's Phone # ▲ _____

283 _____
 284 Seller's Fax # ▲ _____ Seller's E-Mail Address ▲ _____

285 (x) _____ Robert E. Flood, Jr. _____
 286 Agent for Broker ▲ _____ SIOR _____ RFP Commercial, Inc. _____
 287 330 E. Kilbourn Avenue, Ste. 800 _____ Print Name Here: ▲ _____ Broker/Firm Name ▲ _____ Date ▲ _____
 288 Milwaukee, WI 53202 _____
 Broker/Firm Address ▲ _____ Broker/Firm Phone # ▲ _____

289 _____ bflood@rfpcommercial.com
 290 Broker/Firm Fax # ▲ _____ Broker/Firm E-Mail Address ▲ _____

**ADDENDUM A
TO
WB-3 VACANT LAND LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL**

This Addendum is hereby made a part of the Commercial Listing Contract dated _____ attached hereto, for the Property located at 7909-7911 N. 47th Street, Brown Deer, WI and in the event of a conflict between the provisions of this Addendum and the attached Listing Contract, this Addendum shall control.

The following provisions are hereby made a part of the contract referenced above:

1. The Parties shall indemnify and hold each other harmless for any claim, loss, or damage, including attorney fees, incurred by the other in connection with offering the listed Property caused by any act, omission, statement or failure to disclose information by the other party.
2. This contract, and the obligations herein, may not be assigned by the Listing Brokers or Seller, unless agreed to in writing by both parties.
3. Seller agrees to cooperate with the Listing Brokers during the life of this contract; and will direct all persons making inquiries concerning the Subject Property to the Listing Brokers, and will immediately notify Listing Brokers of the names of those persons making inquiries.
4. Seller is only obligated to pay Broker upon closing.
5. Seller shall not be responsible for any additional marketing costs.
6. Broker's commission shall be six percent (6%) of the gross selling price at closing.
7. Notice: A broker has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, that is subject of this agreement.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2015

Broker: RFP Commercial, Inc.

Owner: Village of Brown Deer

By: _____

By: _____

Robert E. Flood, Jr.

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (~~Buyer Agency Agreement~~)
2 (Other [specify]: _____) the ("Form")
3 [STRIKE AND COMPLETE AS APPLICABLE] dated _____, for a
4 transaction relative to the following Property: 7909-7911 N. 47th Street, Brown Deer, WI
5 _____
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 **▪ E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: _____ Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: npoitrowski@browndeerwi.org
18 _____

19 Buyer's Initials: _____ Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: _____
21 _____

22 Listing Broker's Initials: _____
23 Listing Broker's e-mail address for delivery of electronic documents:
24 bflood@rfpcommercial.com jdominski@rfpcommercial.com

25 Cooperating Broker's Initials: _____
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 _____

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 7909-7911 N. 47th Street (STREET ADDRESS) IN THE Village (CITY) (VILLAGE) (TOWN) OF Brown Deer, COUNTY OF Milwaukee, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1 In this form, "am aware" means have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would adversely affect the use of the property.

B.2 The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3 The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.*

B.4 If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

PROPERTY CONDITION STATEMENTS*

	Yes	No	N/A	See Expert's Report
C.1. I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	_____	_____	_____	_____
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	_____	_____	_____	_____
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	_____	_____	_____	_____
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	_____	_____	_____	_____
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	_____	_____	_____	_____
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	_____	_____	_____	_____
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	_____	_____	_____	_____
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	_____	_____	_____	_____
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	_____	_____	_____	_____
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	_____	_____	_____	_____

	Yes	No	N/A	See Expert's Report
C.10. I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	_____	_____	_____	_____
C.11. I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	_____	_____	_____	_____
C.12. I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	_____	_____	_____	_____
C.13. I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.	_____	_____	_____	_____
C.14. I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	_____	_____	_____	_____
C.15. I am aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	_____	_____	_____	_____
C.16. I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	_____	_____	_____	_____
C.17. I am aware that there is no legal access to the property by vehicle from public roads.	_____	_____	_____	_____
C.18. I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement.	_____	_____	_____	_____
C.19. I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	_____	_____	_____	_____
C.20. I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	_____	_____	_____	_____
C.21. I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	_____	_____	_____	_____
C.22. I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	_____	_____	_____	_____
C.23. I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	_____	_____	_____	_____
C.24. I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	_____	_____	_____	_____
C.25. I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	_____	_____	_____	_____
C.26. I am aware of existing or abandoned manure storage facilities.	_____	_____	_____	_____
C.27. I am aware that the property is subject to a mitigation plan required under administrative rules of DNR related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	_____	_____	_____	_____
C.28. I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.	_____	_____	_____	_____
C.29. I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	_____	_____	_____	_____
C.30. I am aware of other defects affecting the property.	_____	_____	_____	_____

ADDITIONAL INFORMATION

Yes No N/A

- D.1 **Use-Value Assessments.** The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. _____
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. _____
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. _____
- D.2. **Farmland Preservation.** Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.
- a. I am aware that the property is subject to a farmland preservation agreement. _____
- D.2m. **Managed Forest Land.** The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.
- a. I am aware that all or part of the property is enrolled in the managed forest land program. _____
- D.3. **Utility Connections.** I am aware that the property is connected to the following utilities on the property or at the lot line:
- a. Electricity. _____
- b. Municipal water. _____
- c. Telephone. _____
- d. Cable television. _____
- e. Natural gas. _____
- f. Municipal sewer. _____
- D.4. The owner has owned the property for _____ years.
- D.5. Explanation of "yes" responses. (See B.3.) _____

NOTICE REGARDING SEX OFFENDER REGISTRY

E. The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

OWNER'S CERTIFICATION

F. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER'S ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer _____ Date _____
Prospective Buyer _____ Date _____
Prospective Buyer _____ Date _____

**NOTE: All information appearing in italics in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes.*

SELLER REFUSAL/STATEMENT REGARDING CONDITION REPORT

1 SELLER'S/OWNER'S NAME: Village of Brown Deer
7909-7911 N. 47th Street
2 PROPERTY ADDRESS: Brown Deer, WI
3 NAME OF REPORT FURNISHED: (~~Real Estate Condition Report~~) (Vacant Land Disclosure Report)
4 (~~Seller Disclosure Report - Commercial~~) (Other: _____)
5 [STRIKE AND COMPLETE AS APPLICABLE]
6 LISTING AGENT: Robert E. Flood, Jr. SIOR
7 LISTING BROKER: RFP Commercial, Inc.

8 Wis. Admin. Code Chapter REEB 24 requires Listing Agent to make inquiries of Seller on the condition
9 of the Property and to request that Seller provide a written response to Agent's inquiry. Wis. Stat. §
10 709.02 indicates that a property owner/seller shall provide a Real Estate Condition Report (RECR) when
11 the property includes 1-4 dwelling units and a Vacant Land Disclosure Report (VLDR) when the
12 property does not include any buildings. Listing Agent has provided Seller with a RECR, VLDR or
13 other property condition report and asked Seller to complete the report.

14 **CHECK LINE 15 OR LINE 22, AS APPLICABLE:**

15 **SELLER REFUSAL TO COMPLETE**
16 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR,
17 VLDR or other seller's disclosure report for the above Property. Seller understands that this refusal may
18 be disclosed to potential purchasers. Seller acknowledges that Seller has been advised that Seller's
19 refusal to provide this report does not release Seller of any disclosure obligations under the Wisconsin
20 Statutes or common law. Seller should consult with legal counsel regarding Seller's disclosure
21 obligations in an "as-is" sale.

22 **SELLER NOT REQUIRED TO COMPLETE REPORT**
23 Seller hereby asserts that Seller is not required under Wis. Stat. § 709.01 to complete a RECR or a
24 VLDR for the above Property because: [CHECK BELOW AS APPLICABLE]
25 Seller is a personal representative of an estate and has never occupied the Property.
26 Seller is a trustee and has never occupied the Property.
27 Seller is a conservator and has never occupied the Property.
28 Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the
29 Property.
30 The Property includes 1 to 4 dwelling units, but has not been inhabited.
31 The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

32 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information
33 suggesting the possibility of material adverse facts to all parties. Listing Broker/Agent shall accordingly
34 disclose any condition Listing Broker/Agent becomes aware of to prospective purchasers.

35 SELLER'S SIGNATURE: _____ DATE: _____

36 This form was delivered to Seller by _____ on _____
37 Agent Name ▲ **Robert E. Flood, Jr. SIOR** Date ▲



REQUEST FOR CONSIDERATION

COMMITTEE:	Traffic & Public Safety
ITEM DESCRIPTION:	N. 42 nd Street On-Street Parking Concerns
PREPARED BY:	Matthew S. Maederer, PE, Director of Public Works/Village Engineer
REPORT DATE:	May 13, 2015
MANAGER'S REVIEW/COMMENTS:	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
RECOMMENDATION:	Approval of Resolution 15- Amending the Village Parking Prohibition Table under Section 62-51 (c) of the Village Code which adds On-Street Parking Restriction (west side) for N. 42 nd Street from Ruth Place to Dead-End
<u>EXPLANATION:</u>	<p>N. 42nd Street located in the Original Village south of W. Ruth Place terminating at a “dead-end” was reconstructed as part of the Original Village reconstruction project. The road was reconstructed to match the existing pavement width of 22-ft (pavement edge to pavement edge). The addition of curb & gutter was installed for drainage conveyance. After reconstruction was complete several residents have approached staff with on-street parking concerns (see attached letters). Staff subsequently held informational/listening meetings (2013 & 2014) with residents to understand and investigate the parking concerns as they relate to the roadway width. Challenges do existing with creating a wider roadway typical section to accommodate the necessary level of service for dual side on-street parking.</p> <p>The following options were presented to the Traffic & Public Safety Committee on Thursday, May 7th, 2015:</p> <ol style="list-style-type: none">1. Maintain Current Condition<ol style="list-style-type: none">a. Requires “neighbor policing” with regards to on-street parking in relation to driveways, etc.2. Restrict On-Street Parking (to one side, either east or west)3. Restrict On-Street Parking (both sides)4. Roadway Widening<ol style="list-style-type: none">a. To provide the proper level of service for on-street parking on both sides of the street in a curb & gutter scenario the recommended roadway width (face of curb to face of curb) is 28-ft (minimum) which requires an additional 3-ft on each side (east & west) of the roadway.b. The existing power poles would be either moved closer to the R/W line (east side) or buried.

- c. Existing street adjacent to the curb line (east & west side) would be removed.
- d. The cost for power line burial is approximately \$60,000.
- e. Widening cost is approximately \$90,000

RECOMMENDATION:

The consensus (unanimous) recommendation of the Traffic & Public Safety Committee was to restrict parking along the west side of N. 42nd Street from W. Ruth Place to approximately 400-ft south (dead-end). Additionally, DPW will paint yellow curb heads within 4-ft of each driveway on the east side which restricts parking encroachments as per State statute.

ATTACHMENTS:

- Resolution 15- Amending the Village Parking Prohibition Table under Section 62-51 (c) of the Village Code
- Parking Prohibition Table 62-51 (c) (red-line copy)
- Parking Prohibition Table 62-51 (c) (clean copy)
- Resident Letters
- Exhibit

Resolution Amending the Village
Parking Prohibition Table Under
Section 62-51 (c) of the Village Code
Pertaining to N. 42nd Street

Resolution No. 15-

WHEREAS, The Village Board determines that public safety will be served by limiting parking in certain areas of the Village.

NOW, THEREFORE, BE IT RESOLVED, that parking is prohibited at all times on the west side of North 42nd Street commencing at West Ruth Place and ending 400 feet South of West Ruth Place at the “dead-end” of North 42nd Street. The Village of Brown Deer Table of Parking Restrictions maintained under authority of Section 62-51 (c) of the Village of Brown Deer Code is hereby amended accordingly.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 18th day of May, 2015.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

Table 62-51(c)

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

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

	Street/Location	Side	Start Point	End Point	Restriction
	N. 51 st Street	East Side	W. Brown Deer Rd.	300 ft. north	No Parking Anytime
	N. 55 th Street	West Side	W. Dean Rd.	W. Bradley Rd.	No Parking Anytime
	N. 55 th Street	East Side	45 ft. south of W. Nokomis	35 ft north W. Nokomis	No Parking Anytime
	N. 55 th Street	East Side	W. Brown Deer Rd.	292 ft. north of Brown Deer Rd. ROW	No Parking Anytime 3PM to 6PM
	N. 55 th Street	East & West Side	W. Brown Deer Rd.	W. Beaver Creek Pkwy.	No Parking Anytime within 30 ft. of any drive entrance
	N. 55 th Street	East Side	8900 N. 55 th	North drive entrance general lot to 30 ft. south of receiving dock entrance	No Parking Anytime
	N. 60 th Street	East Side	W. Bradley Rd.	W. Dean Rd.	No Parking Anytime
	N. 60 th Street	West Side	W. Dean Rd.	W. Bradley Rd.	No Parking Anytime
	N. 60 th Street	East Side	W. Brown Deer Rd.	300 ft. north	No Parking Anytime
	N. 60 th Street	West Side	300 ft. north of Brown Deer Rd.	W. Brown Deer Rd.	No Parking Anytime
	<u>N. 42nd Street</u>	<u>West Side</u>	<u>W. Ruth Place</u>	<u>"Dead-End" (400-ft south of W. Ruth Place)</u>	<u>No Parking Anytime</u>
County Jurisdiction Roads and Lands					
	N. Sherman Blvd.	East Side	75 ft. south of W. Bradley Rd.	N. Teutonia Ave.	No Parking Anytime
	N. Teutonia Avenue	West Side	75 ft. north of drive entrance 8325 N. Teutonia	Drive entrance 8325 N. Teutonia	No Parking Anytime
State Jurisdiction Roads and Lands					
	W. Brown Deer Rd.	North Side	East Village Limits	West Village Limits	No Parking Anytime
	W. Brown Deer Rd.	South Side	West Village Limits	East Village Limits	No Parking Anytime
	N. Green Bay Road	East Side	South Village Limits	North Village Limits	No Parking Anytime
	N. Green Bay Road	West Side	North Village Limits	South Village Limits	No Parking Anytime
Milwaukee County Transit Stops					
	Within areas designated as bus loading zones, authorized by the Milwaukee County Transport Services, and approved by the Village Board, such areas to be 80 ft. in length and posted for reception and discharge of passengers.				
Governmental Owned Lands					
	No parking anytime on lands owned by the Village of Brown Deer and the Brown Deer School District except on roads, driveways, parking areas or other paved areas in accordance with the posted signs.				
	Village Hall Parking Lots		Identified areas for Police Vehicle Parking		No Parking Anytime
			Identified areas for Municipal Staff Parking		No Parking Anytime
			Identified areas for Park Shelter Loading		No Parking Loading Zone May 1 to Oct 31
			Identified area in front of Village Hall		No Parking Anytime
	Village Pond Parking Lot		Along the north side of the parking lot		No Parking Anytime
	Village Library Parking Lot		Circular drive off Bradley Rd.		No Parking Anytime
	High School/Middle School		Identified areas for Faculty/Staff Parking		No Parking Anytime
			Identified areas for Permit Parking		No Parking Anytime
			Identified areas for Student Drop Off		No Parking Anytime
			Circular drive off N. 60 th - Fire Lane (Both		No Parking Anytime

Street/Location	Side	Start Point	End Point	Restriction
		sides)		
		Art Plaza area around entire building (both sides) through the Service Area to W. Bradley Rd. Does not include Bus Drop-off or Staff Parking (10).		Fire Lane
Administrative Services Bldg.		Driveway off N. 60 th - Fire Lane		No Parking Anytime
		Permit Parking along north side of bldg.		No Parking Anytime
Brown Deer Elementary School		South parking lot and drive as posted		No Parking Anytime
		Circular drive off Dean Rd.		No Parking School Days 7:45AM-8:15AM, 2:45PM-3:15PM
		North and South side of building. North side – Dean Rd to staff parking lot. South side – staff parking to play area. (Both sides)		Fire Lane

Public and Private Driveways and Lands

	No parking anytime in such a way as to block the access or free passage to a public or private driveway or garage without the consent of the owner/lessor of such driveway or garage.			
	No parking anytime on privately owned lands except on roads, driveways, parking areas or other paved areas in accordance with the posted signs.			
Royal Gardens Complex		Circular drive off Brown Deer Rd.		No Parking Anytime

Notes: Unless noted the measurement is from the pavement/curb line of the beginning street extended. For driveways and carriage walks the measurement is from the end of the paved surface of the driveway or carriage walk at the road edge or curb. Recommended clearance from driveways on business streets is 30 ft., residential streets 20 ft. Recommended clearance from carriage walks is 20 ft.

Where two restrictions overlay each other, the more restrictive shall govern.

Where two restrictions end within twenty feet or less of each other, they shall be extended to connect. Such a condition may occur between driveways where a single or less parking space would be created between the restrictions.

Restrictions do not apply to emergency vehicles in the performance of duties. Emergency vehicle includes Police, Fire, Paramedic, Ambulatory Conveyor, Public Works and Utility units.

Table 62-51(c)

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

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

	Street/Location	Side	Start Point	End Point	Restriction
	N. 51 st Street	East Side	W. Brown Deer Rd.	300 ft. north	No Parking Anytime
	N. 55 th Street	West Side	W. Dean Rd.	W. Bradley Rd.	No Parking Anytime
	N. 55 th Street	East Side	45 ft. south of W. Nokomis	35 ft north W. Nokomis	No Parking Anytime
	N. 55 th Street	East Side	W. Brown Deer Rd.	292 ft. north of Brown Deer Rd. ROW	No Parking Anytime 3PM to 6PM
	N. 55 th Street	East & West Side	W. Brown Deer Rd.	W. Beaver Creek Pkwy.	No Parking Anytime within 30 ft. of any drive entrance
	N. 55 th Street	East Side	8900 N. 55 th	North drive entrance general lot to 30 ft. south of receiving dock entrance	No Parking Anytime
	N. 60 th Street	East Side	W. Bradley Rd.	W. Dean Rd.	No Parking Anytime
	N. 60 th Street	West Side	W. Dean Rd.	W. Bradley Rd.	No Parking Anytime
	N. 60 th Street	East Side	W. Brown Deer Rd.	300 ft. north	No Parking Anytime
	N. 60 th Street	West Side	300 ft. north of Brown Deer Rd.	W. Brown Deer Rd.	No Parking Anytime
	N. 42 nd Street	West Side	W. Ruth Place	"Dead-End" (400-ft south of W. Ruth Place)	No Parking Anytime
County Jurisdiction Roads and Lands					
	N. Sherman Blvd.	East Side	75 ft. south of W. Bradley Rd.	N. Teutonia Ave.	No Parking Anytime
	N. Teutonia Avenue	West Side	75 ft. north of drive entrance 8325 N. Teutonia	Drive entrance 8325 N. Teutonia	No Parking Anytime
State Jurisdiction Roads and Lands					
	W. Brown Deer Rd.	North Side	East Village Limits	West Village Limits	No Parking Anytime
	W. Brown Deer Rd.	South Side	West Village Limits	East Village Limits	No Parking Anytime
	N. Green Bay Road	East Side	South Village Limits	North Village Limits	No Parking Anytime
	N. Green Bay Road	West Side	North Village Limits	South Village Limits	No Parking Anytime
Milwaukee County Transit Stops					
	Within areas designated as bus loading zones, authorized by the Milwaukee County Transport Services, and approved by the Village Board, such areas to be 80 ft. in length and posted for reception and discharge of passengers.				
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			Identified areas for Park Shelter Loading		No Parking Loading Zone May 1 to Oct 31
			Identified area in front of Village Hall		No Parking Anytime
	Village Pond Parking Lot		Along the north side of the parking lot		No Parking Anytime
	Village Library Parking Lot		Circular drive off Bradley Rd.		No Parking Anytime
	High School/Middle School		Identified areas for Faculty/Staff Parking		No Parking Anytime
			Identified areas for Permit Parking		No Parking Anytime
			Identified areas for Student Drop Off		No Parking Anytime
			Circular drive off N. 60 th - Fire Lane (Both		No Parking Anytime

Street/Location	Side	Start Point	End Point	Restriction
		sides)		
		Art Plaza area around entire building (both sides) through the Service Area to W. Bradley Rd. Does not include Bus Drop-off or Staff Parking (10).		Fire Lane
Administrative Services Bldg.		Driveway off N. 60 th - Fire Lane		No Parking Anytime
		Permit Parking along north side of bldg.		No Parking Anytime
Brown Deer Elementary School		South parking lot and drive as posted		No Parking Anytime
		Circular drive off Dean Rd.		No Parking School Days 7:45AM-8:15AM, 2:45PM-3:15PM
		North and South side of building. North side – Dean Rd to staff parking lot. South side – staff parking to play area. (Both sides)		Fire Lane

Public and Private Driveways and Lands

	No parking anytime in such a way as to block the access or free passage to a public or private driveway or garage without the consent of the owner/lessor of such driveway or garage.			
	No parking anytime on privately owned lands except on roads, driveways, parking areas or other paved areas in accordance with the posted signs.			
Royal Gardens Complex		Circular drive off Brown Deer Rd.		No Parking Anytime

Notes: Unless noted the measurement is from the pavement/curb line of the beginning street extended. For driveways and carriage walks the measurement is from the end of the paved surface of the driveway or carriage walk at the road edge or curb. Recommended clearance from driveways on business streets is 30 ft., residential streets 20 ft. Recommended clearance from carriage walks is 20 ft.

Where two restrictions overlay each other, the more restrictive shall govern.

Where two restrictions end within twenty feet or less of each other, they shall be extended to connect. Such a condition may occur between driveways where a single or less parking space would be created between the restrictions.

Restrictions do not apply to emergency vehicles in the performance of duties. Emergency vehicle includes Police, Fire, Paramedic, Ambulatory Conveyor, Public Works and Utility units.

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8540 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition, *with the following requests below.*

Taxpayer(s) on Record:

<u>Paul Thornton</u>	/	_____
Print Name		Print Name (if applicable)
<u>P. Thornton</u>		_____
Signature		Signature (if applicable)

9/15/2014
Date

If installation of buried wires would require removal of trees not impacted by the road widening, that a direct bore method be used for the installation rather than digging a trench. This would include all trees along 42nd st as well as trees not directly on 42nd street + those to the north where no roadway exists.

All trees that are removed should be replaced with new trees. Since there is no way to realistically replace a mature tree of the size currently in place, perhaps multiple trees should be installed to alleviate the loss of trees/shade/value/etc... for each mature tree lost to construction.

To the Brown Deer Village Board:

I/We, the undersigned, residing at _____ N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

_____/_____
Print Name / Print Name (if applicable)

Signature Signature (if applicable)

Date

We do not support anything that requires removing more trees, or requires a large investment on something that was just done. It should have been done right the first time. Burying the lines is a non-issue to us.

Janeen VanBeech

Jon VanBeech

8543 N. 42nd

9/7/14

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8550 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

Mary Mode / _____
Print Name Print Name (if applicable)

Mary Mode _____
Signature Signature (if applicable)

9/8/14
Date

I prefer not removing developed trees, but the width of the street needs to be done. If at all possible keep the trees.
M. Mode

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8551 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, ~~removal of the affected street-side trees~~. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

GAYLE PARKS / _____
Print Name Print Name (if applicable)

Gayle Parks _____
Signature Signature (if applicable)

9/6/14
Date

WE ARE NOT IN FAVOR OF REMOVING ANY TREES.

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8567 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

Rebecca Nelson / _____
Print Name Print Name (if applicable)

 _____
Signature Signature (if applicable)

8/31/14
Date

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8581 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

Kelly A BURG / Jeffrey D Burg
Print Name / Print Name (if applicable)

Kelly A Burg / Jeffrey D Burg
Signature / Signature (if applicable)

9-4-14
Date

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8588 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

CHARLENE M. HARMON / _____

Print Name

Print Name (if applicable)



Signature

Signature (if applicable)

9/5/14

Date

To the Brown Deer Village Board:

I/We, the undersigned, residing at 8574 N. 42nd Street, Brown Deer, WI, petition that our road be widened by two feet (2') on either side to improve traffic flow, parking capabilities and resident safety. I/We understand that this would require the burial of the power lines and, if absolutely necessary, removal of the affected street-side trees. I/We request that the Village Board take action to reconstruct 42nd Street.

I/We sign this petition under my/our own volition.

Taxpayer(s) on Record:

Kurt Kozak

Print Name

Deborah L. Kozak

Print Name (if applicable)

Kurt Kozak

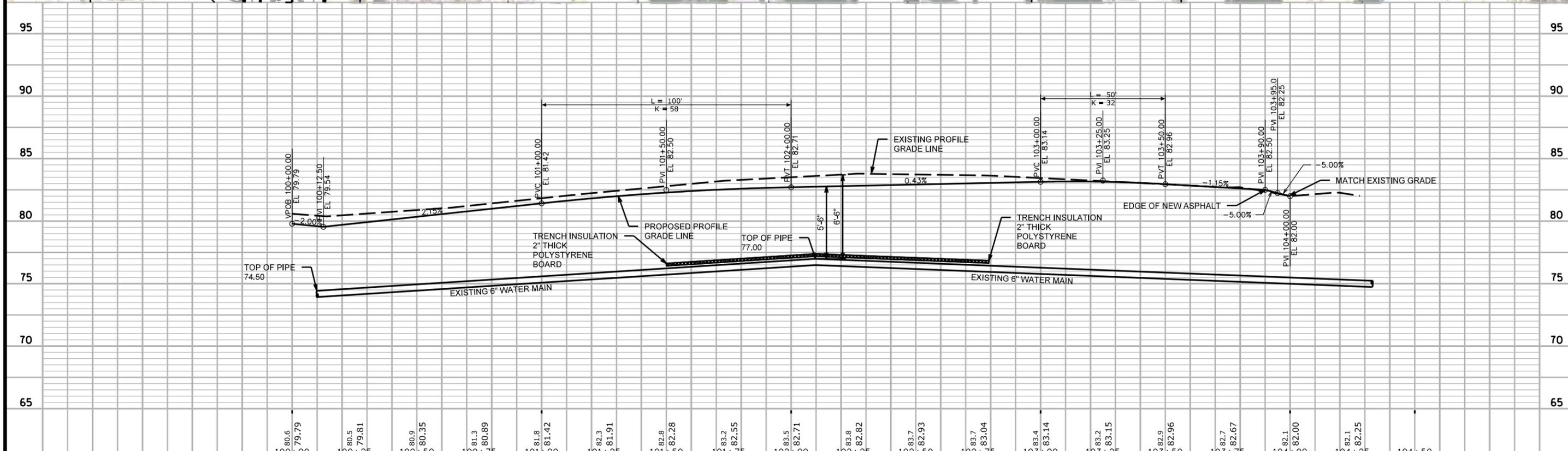
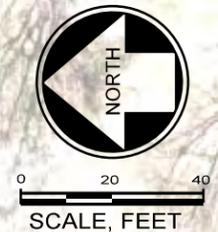
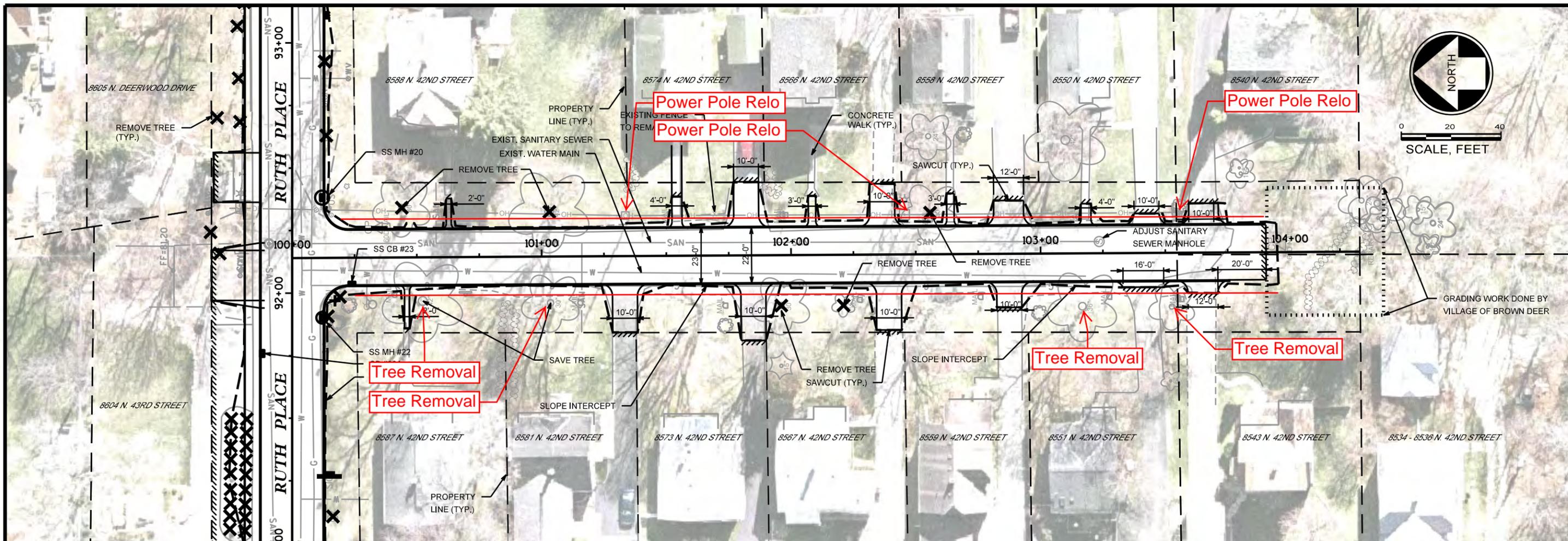
Signature

Deborah L. Kozak

Signature (if applicable)

9-8-14

Date



DR. BY MSM	BOOK NO.	3	01/21/11	FINAL PLANS	6	03/05/13	RE-BIDDING DOCUMENTS
CHK. BY KKA	JOB NO. 51-0177.00	2	01/04/11	WISDOT PERMITS	5	12/20/11	FINAL PLANS
DATE MARCH 2013	SCALE 1" = 40'	1	09/15/10	PRELIMINARY PLANS	4	05/30/11	FINAL REVISIONS
		NO.	DATE	REVISION	NO.	DATE	REVISION

VILLAGE OF BROWN DEER
4800 WEST GREEN BROOK DRIVE
BROWN DEER, WI



ORIGINAL VILLAGE STREETScape RE-BID
PLAN & PROFILE
N. 42ND STREET

DRAWING NO.
PP12
SHEET NO.

8 TIMES
30 MIN
8 FILES

Resolution Amending the Village
Parking Prohibition Table Under
Section 62-51 (c) of the Village Code
Pertaining to N. 42nd Street

Resolution No. 15-

WHEREAS, The Village Board determines that public safety will be served by limiting parking in certain areas of the Village.

NOW, THEREFORE, BE IT RESOLVED, that parking is prohibited at all times on the west side of North 42nd Street commencing at West Ruth Place and ending 400 feet South of West Ruth Place at the “dead-end” of North 42nd Street. The Village of Brown Deer Table of Parking Restrictions maintained under authority of Section 62-51 (c) of the Village of Brown Deer Code is hereby amended accordingly.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 18th day of May, 2015.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

ORDINANCE NO. _____

**An Ordinance Creating, Section 14-64 of the Brown Deer Village Code Pertaining to the
Renewal of Class A Fermented Malt Beverage and Intoxicating Liquor Licenses and Class B
Fermented Malt Beverage and Intoxicating Liquor Licenses**

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

A. Section 14-64 of the Brown Deer Village Code is hereby created to provide as follows:

Section 14-64 Penalty – Noncompliance with Renewal Requirements

Any holder of a Class A Fermented Malt Beverage License, a Class A Intoxicating Liquor License, a Class B Fermented Malt Beverage License, or a Class B Intoxicating Liquor License, who prior to the expiration of the license period for any given year, is delinquent in any obligation necessary for renewal at the time of application for renewal, and who shall fail to apply for renewal on or before May 20, shall be subject to an increase in renewal fees in the sum of \$100 for each week that the delinquency or failure to apply continues. This penalty shall be deemed cumulative, and shall specifically not be construed to authorize continuation of operation with a license that has not been timely renewed.

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 Creating Section 62-53 of the Brown Deer Village Code Pertaining to Parking Prohibited

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

SECTION I

Section 62-53 of the Brown Deer Village Code is hereby created to provide as follows:

62-53

Temporary Parking Prohibitions.

The Chief of Police or his designate is hereby authorized to post no parking restrictions at such places and for such times as necessary to accommodate public safety, emergencies, public assemblies, or any other condition which, in the opinion of the Village of Brown Deer Police Department, unreasonably interferes with the public health, welfare or safety absent such prohibition. Such signs when posted shall be deemed an official sign, and the Chief shall post such signs at such places as necessary, and only for such times as necessary to accommodate public safety, emergencies, public assemblies, or any other condition as herein described. Parking in violation of temporary no parking restrictions shall be subject to the general penalty section of the Brown Deer Village Code. The Chief of Police, or his designate, is authorized, if necessary for the public safety, to tow such vehicle. In the event a determination has been made that said vehicle need be towed, the police shall use reasonable efforts to find and notify the owner and provide an opportunity for voluntary removal of the vehicle.

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



VILLAGE OF
BROWN DEER

Library

Mission

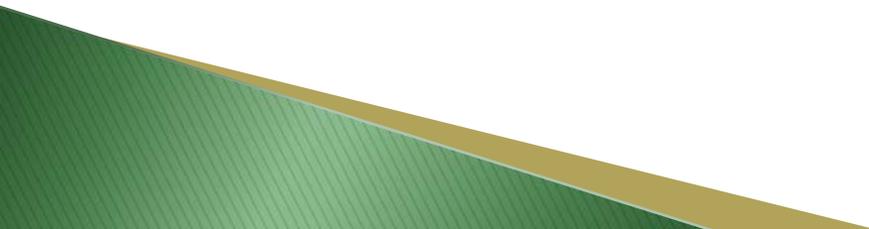
▶ Mission

- Provide educational, information and cultural materials and services to those who live in Brown Deer and Milwaukee County

▶ Goal

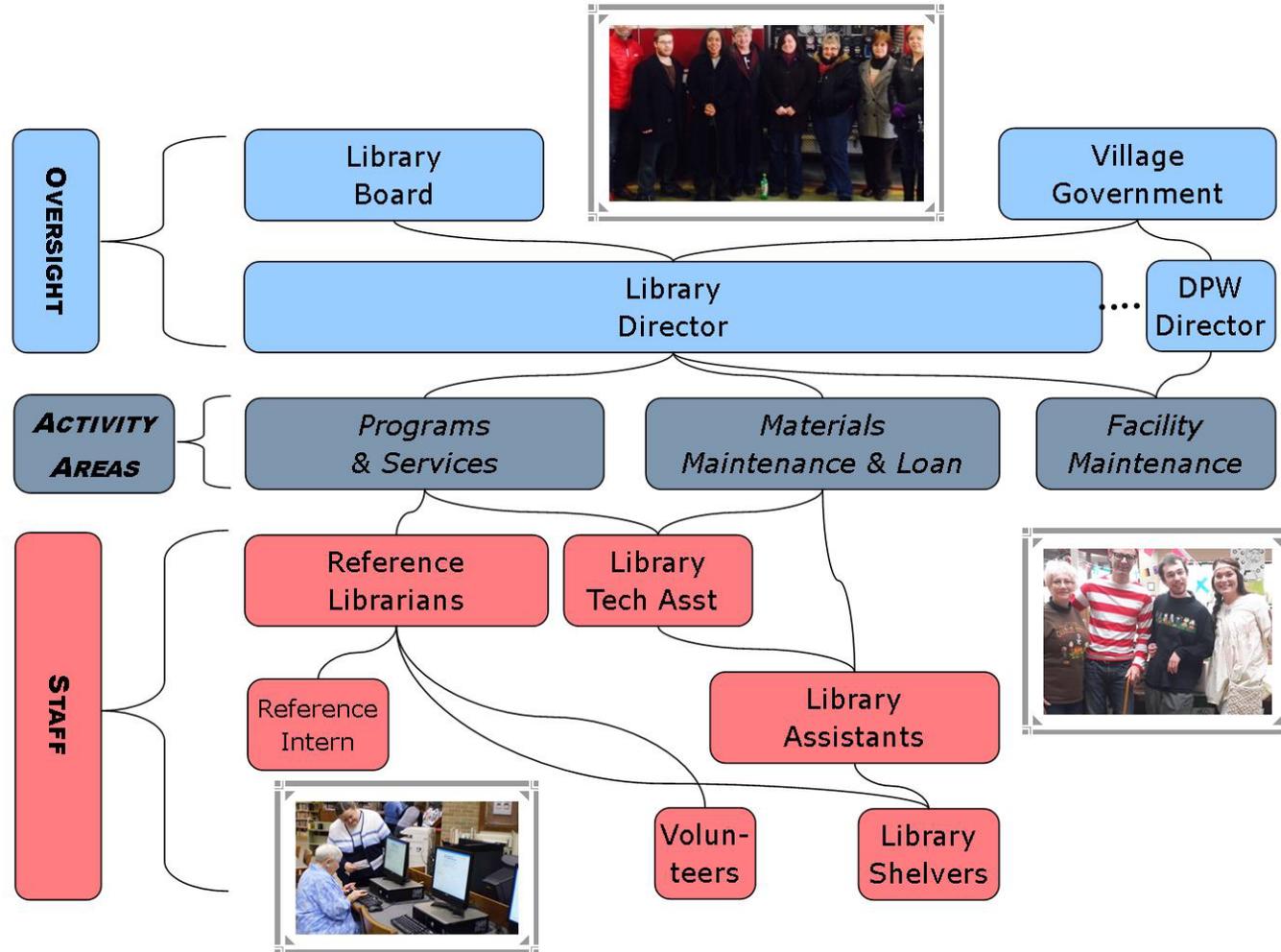
- To serve the community as a center of reliable information by providing opportunity and encouragement for all citizens interested in personal growth, self-enrichment, and the pursuit of life-long learning

Annual Goals

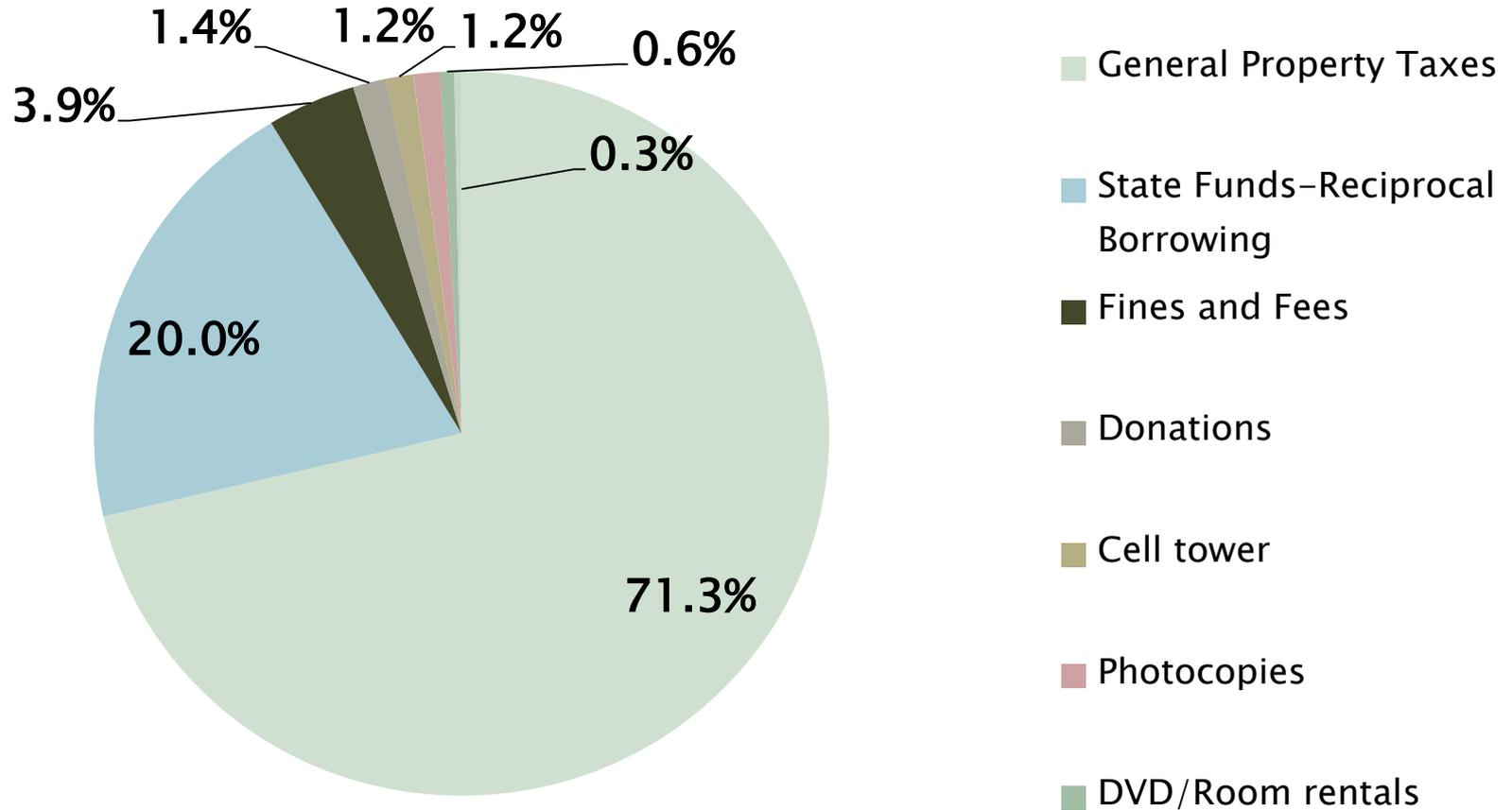
- Develop 5–Year Strategic Plan for Brown Deer Library with input from staff, community stakeholders and Village Administration–by September
 - Identify two potential community partners for innovation in Brown Deer Library operations leading to reduction in future service costs, with report to Village Administration–by September
 - Install 14 new public internet computers without disruption to public service, using laptops to increase capacity–by June
- 

Inputs

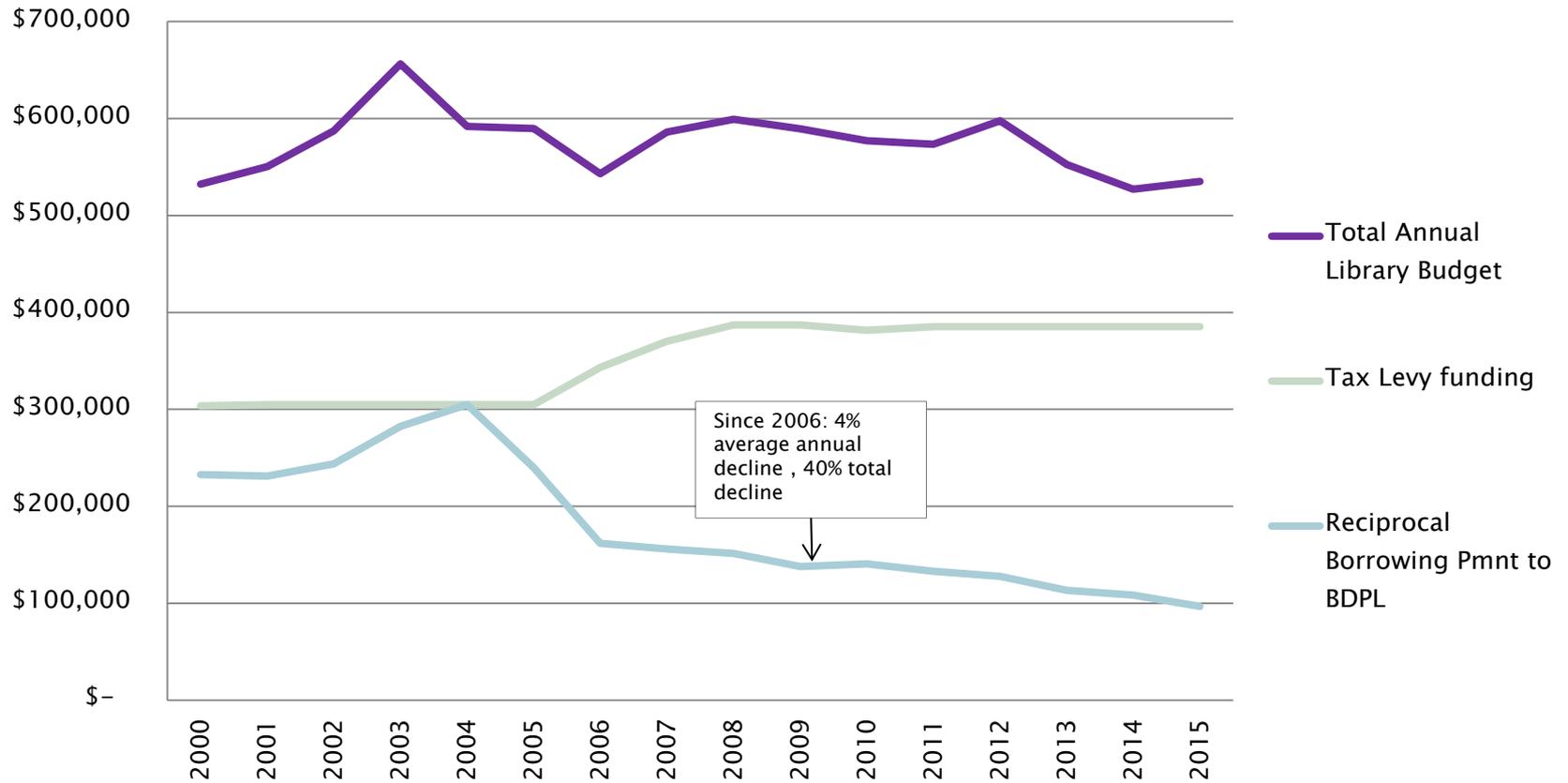
Organizational Chart



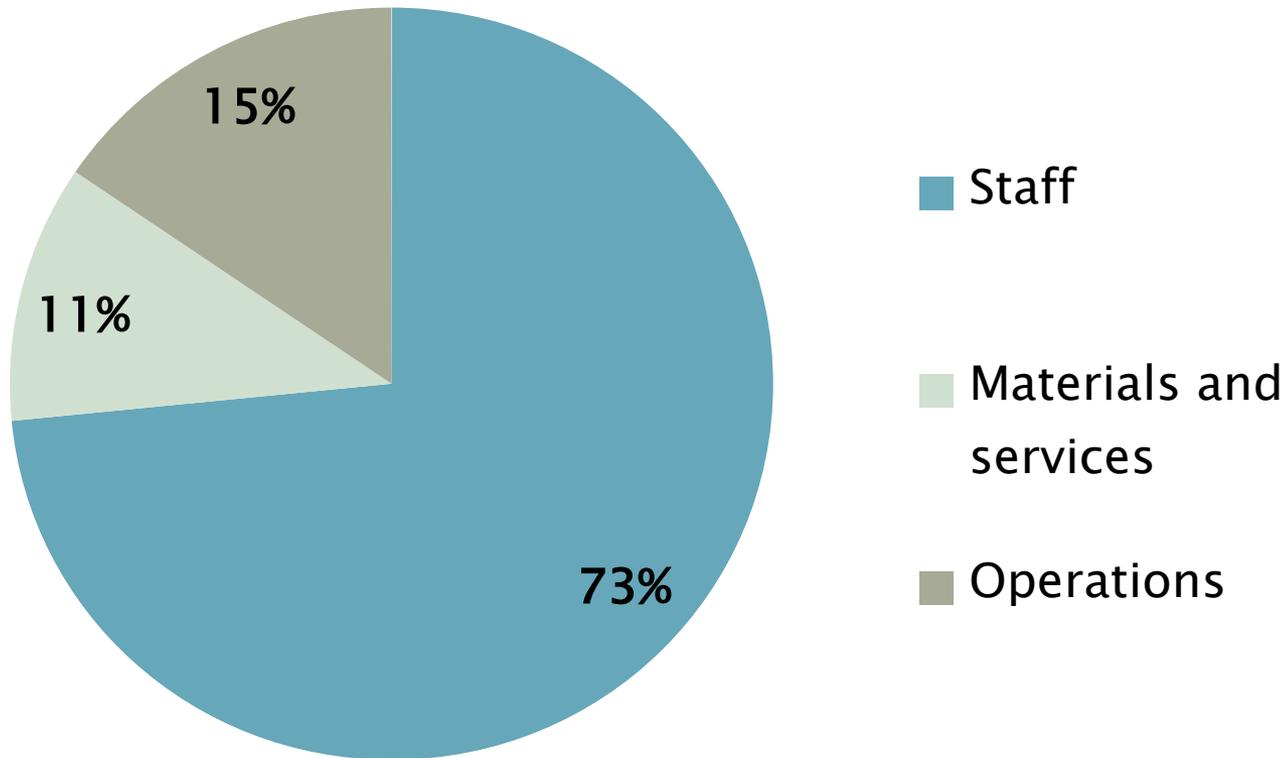
2014 Budget – Revenues



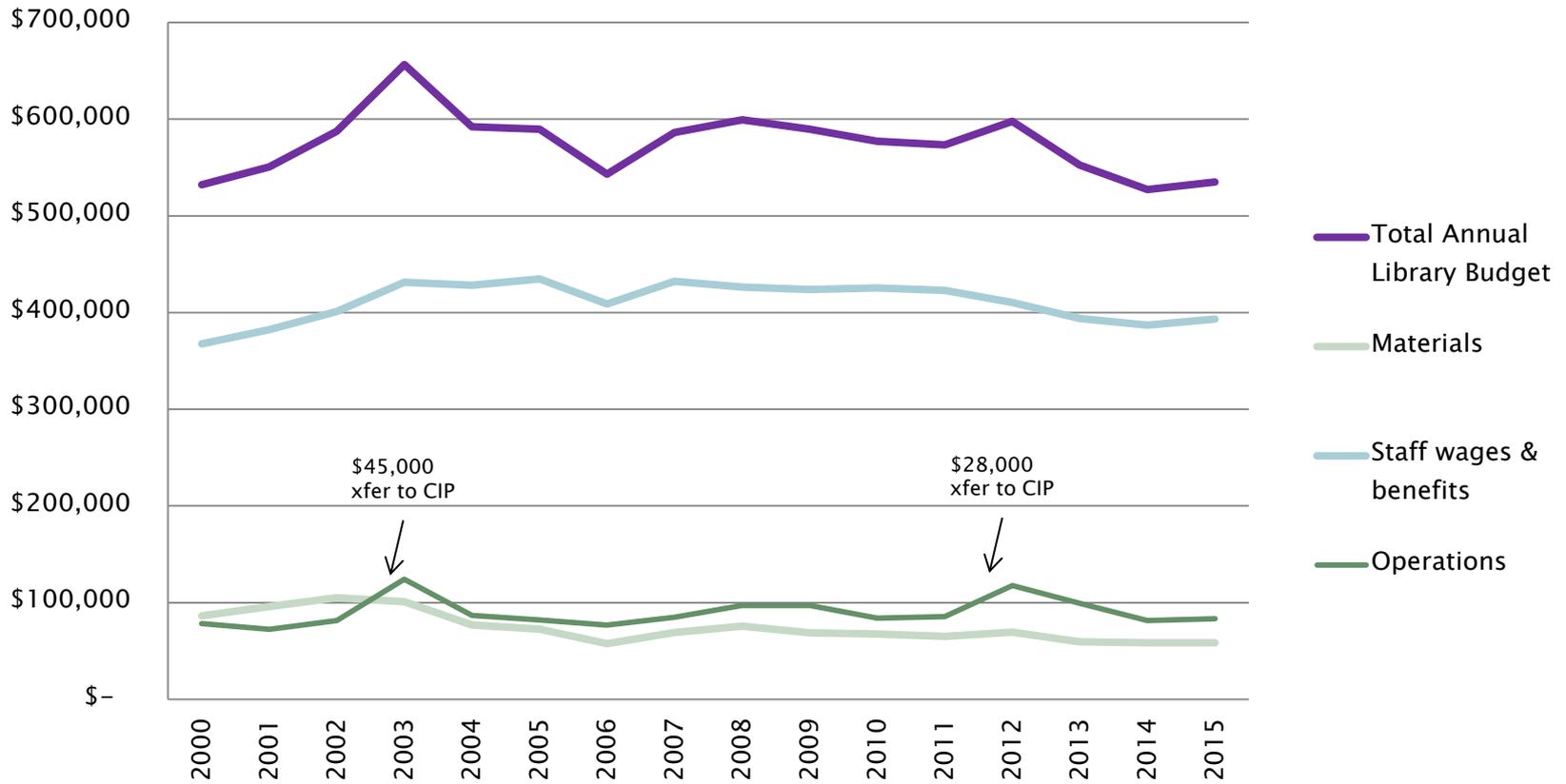
Major Revenues 2000-2015



2014 Budget – Expenses



Major Expenses 2000-2015



Activities

**ACTIVITY
AREAS**

**Programs
& Services**

- Assist customers with discovering, locating and checking out materials
- Provide knowledgeable, patient, friendly help with a variety of informational questions
- Plan and implement informative and entertaining programs that encourage early literacy, love of reading, and life-long learning
- Help people navigate the world of electronic information



**Materials
Maintenance & Loan**

- Select materials and information for relevance, credibility, balance and variety
- Process, store and retrieve these materials
- Loan and track these materials



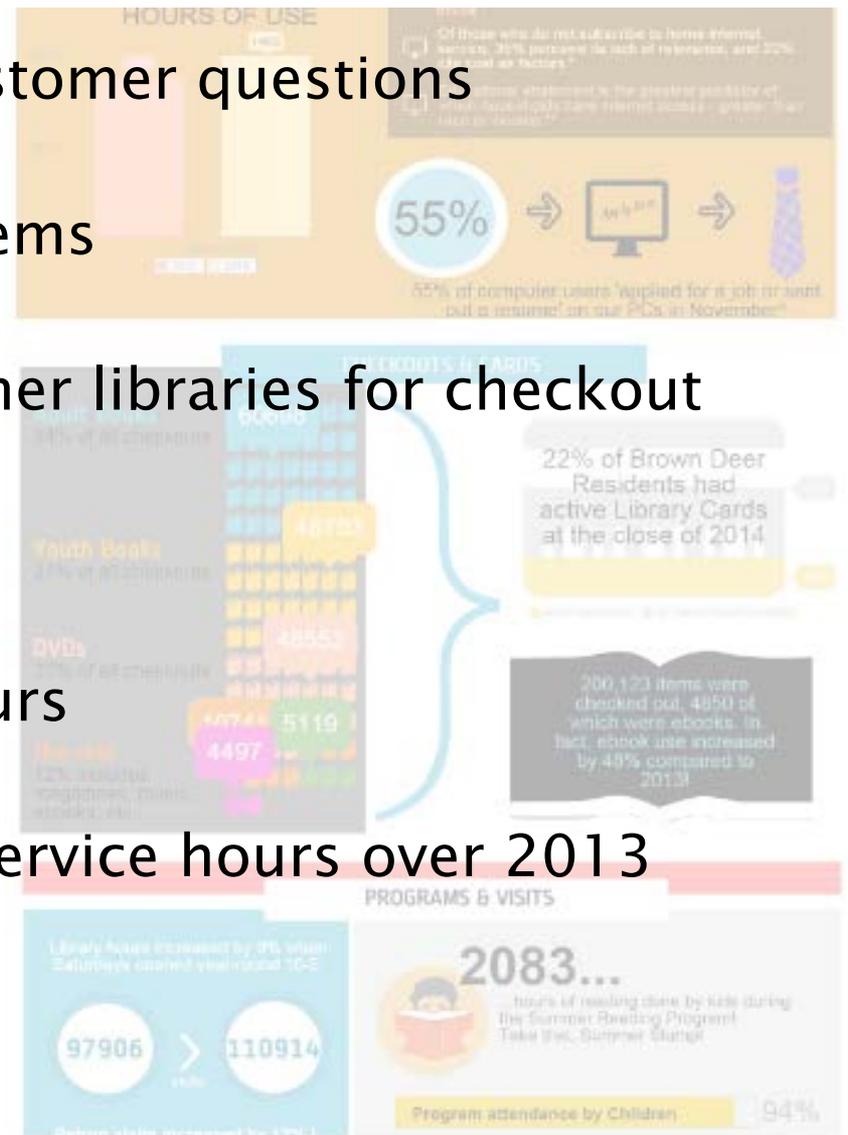
**Facility & Equipment
Maintenance**

- Maintain technological tools to provide access the world of electronic information
- Manage public meeting spaces for municipal, library and customer use



Outputs

- Answered over 4400 customer questions
- Checked out 200,123 items
- Sent 18,528 items to other libraries for checkout
- Hosted 108 programs
- Staffed 28,608 open hours
- Added 9% more public service hours over 2013



Efficiencies

Efficiency data from 2013

(most recent comparative data available)

- Total resident costs per capita, \$31.88
 - MCFLS **average, \$40.05**; Min, 21.49; Max, \$63.64
- Total expenditures per capita, \$44.50
 - MCFLS **average, \$44.43**; Min, 23.60; Max, \$74.61
- Percent of operating income from municipal government, 71.61%
 - MCFLS average, 84.84%; **Min, 71.61%**; Max, 99.46%
- Percent of operating income from reciprocal borrowing, 21.07%
 - MCFLS average, 9.13%; Min, 0%; **Max, 21.07%**
- Collection turnover, 1.12 circulations/item/year
 - MCFLS **average, 1.5**; Min, 0.62; Max, 2.64
- Cost per circulation, \$2.58

Performance Measurements

- ▶ Demonstrate continued alignment with the goals forwarded by the VoBD Comprehensive Plan Vision Statement
 - Over 75% of surveyed patrons* will report that access to the library's recreational and educational resources has helped to improve their quality of life
 - More than 50% of computer users** will report increased confidence after working on a resume or applying for a job at the library
 - Over 95% of surveyed patrons* will report feeling favorably about the library's customer service
 - Maintain collaborations between the Library, Schools and Education Foundation that result in increased awareness of literacy skills** as a key predictor of future educational success

- Based on the Brown Deer Library bi-annual All-Patron Survey
- Based on the Brown Deer Library annual Impact Survey

VILLAGE OF BROWN DEER

A stylized brown silhouette of a deer in mid-leap, positioned behind the word 'DEER' in the main title.

NORTH SHORE HEALTH DEPARTMENT

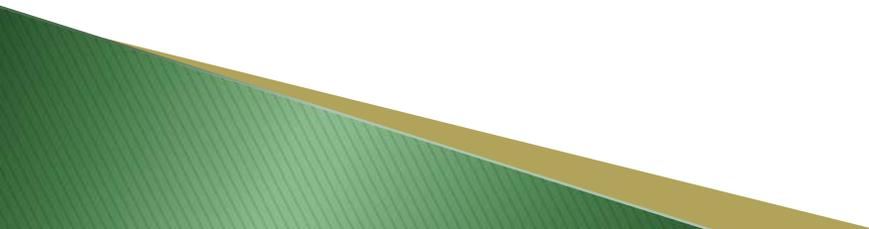
Ann Christiansen, MPH
Director/Health Officer

achristi@browndeerwi.org
414-371-2900

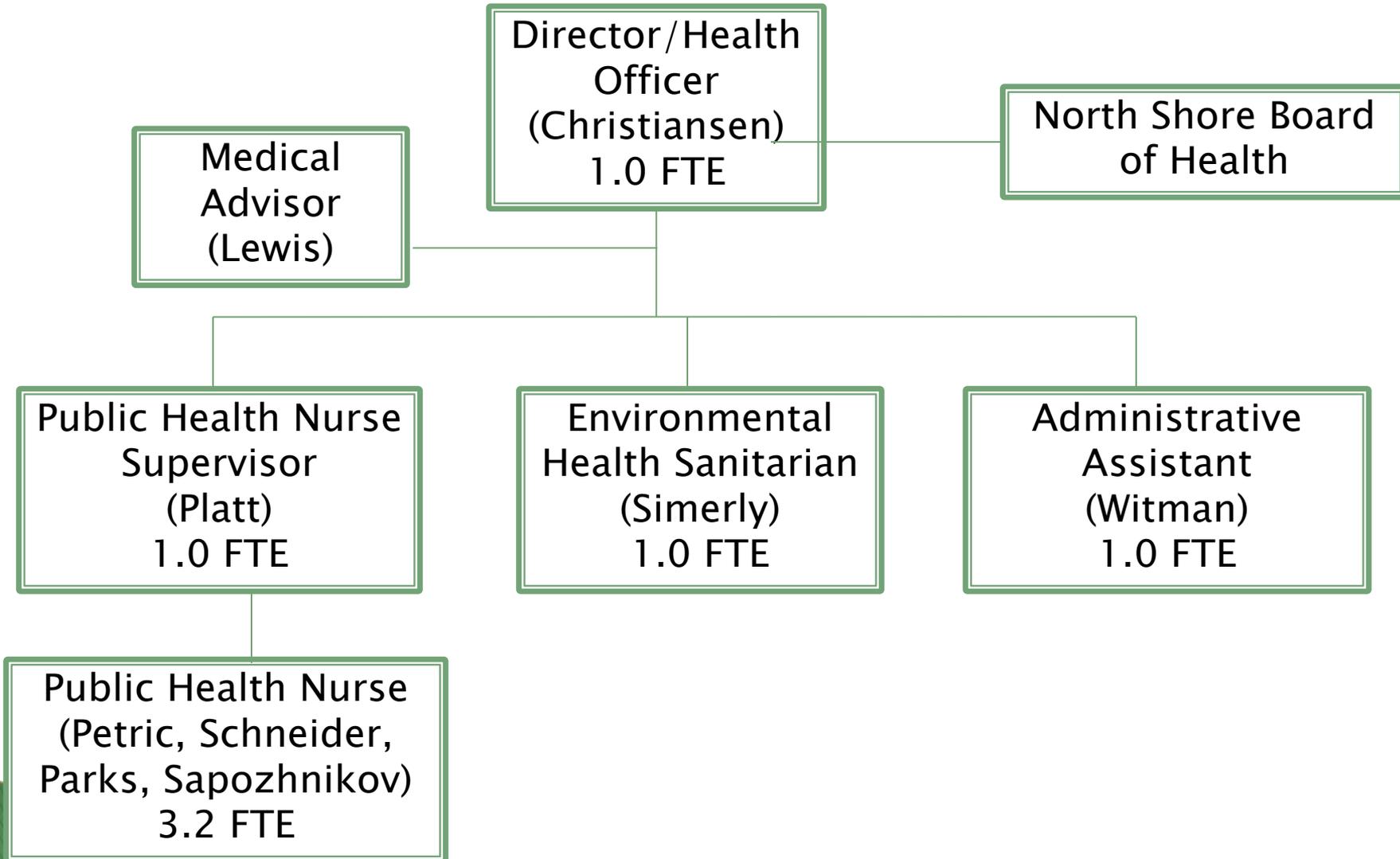
Mission / Goals

To improve the communities' health, prevent disease, and safeguard the environment; through an organized, collaborative process including assessment, policy development, and assurance.

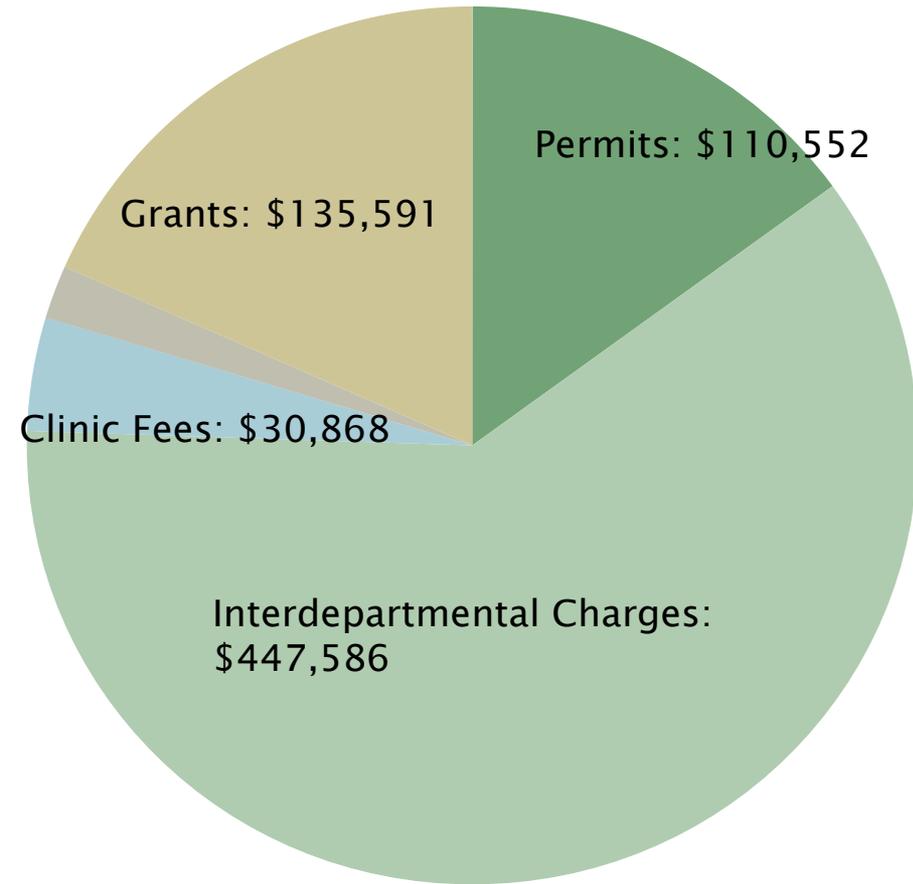
Annual Goals

- ▶ Strategically plan for the future of the North Shore Health Department;
 - ▶ To prevent and control disease by monitoring, screening, and investigating diseases and promoting healthy lifestyles;
 - ▶ To protect health by inspecting, testing, and screening for environmental hazards;
 - ▶ To prepare for public health emergencies.
- 

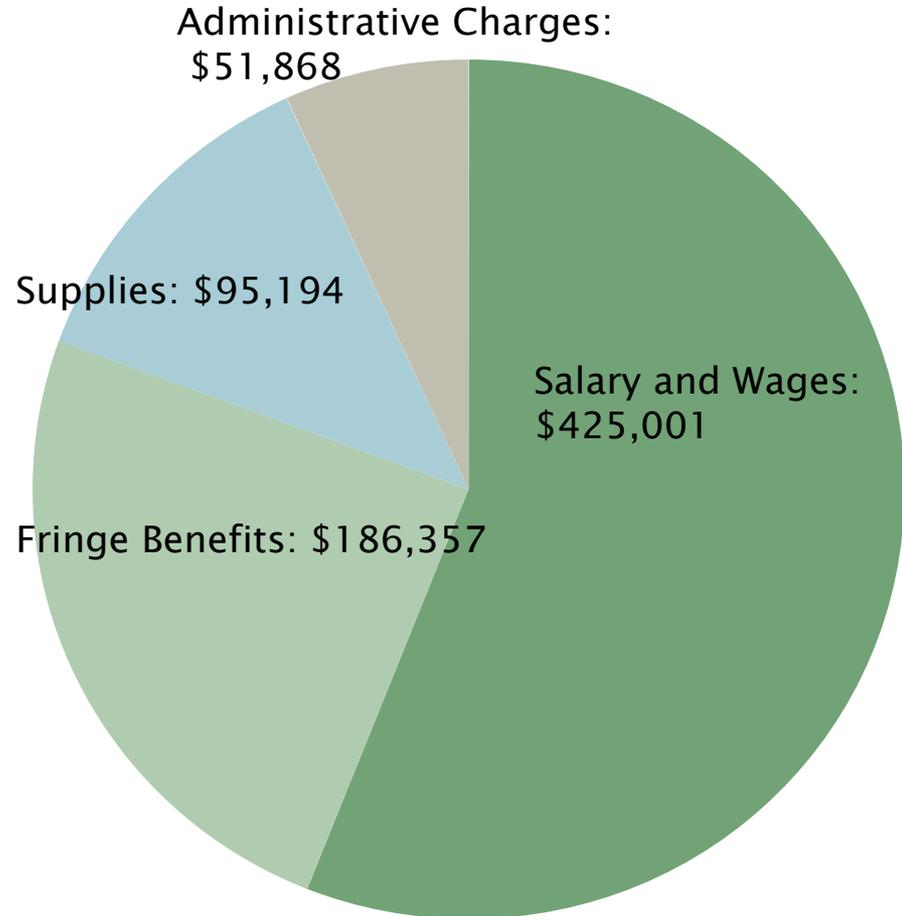
North Shore Health Department 2015 Organizational Chart



Inputs: 2014 Budget



Total Revenue: \$739,001



Total Expenditures: \$758,420

Inputs: Facilities and Equipment

- ▶ Offices located in Brown Deer Village Hall and Shorewood Library Building
 - Clinical equipment;
 - Nine computer work stations – separate networks;
 - Two waiting rooms for clients;
 - Two storage closets for emergency preparedness supplies and outreach materials.



Activities: 10 Essential Services for Public Health



Monitor health



Enforce laws



Diagnose and investigate



Link to and provide care



Inform, educate and empower



Assure a competent workforce



Mobilize community partnerships



Evaluate



Develop policies



Research

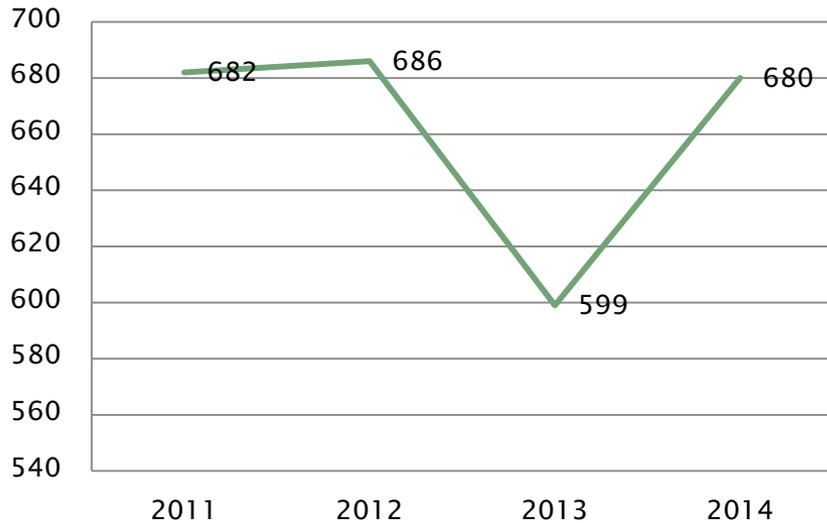
Activities

- ▶ Immunizations
- ▶ Health screenings
- ▶ Animal bite control
- ▶ Communicable disease control
- ▶ Environmental health
- ▶ Lead hazard investigation
- ▶ Beach water testing
- ▶ Preparedness and bioterrorism
- ▶ Wellness checks and referrals
- ▶ Mobilize community partnerships
- ▶ Car seat installation safety checks
- ▶ Health Inspections: Hotels, pools, restaurants (excluding Glendale)



Outputs: Disease Prevention

Total Immunizations Provided

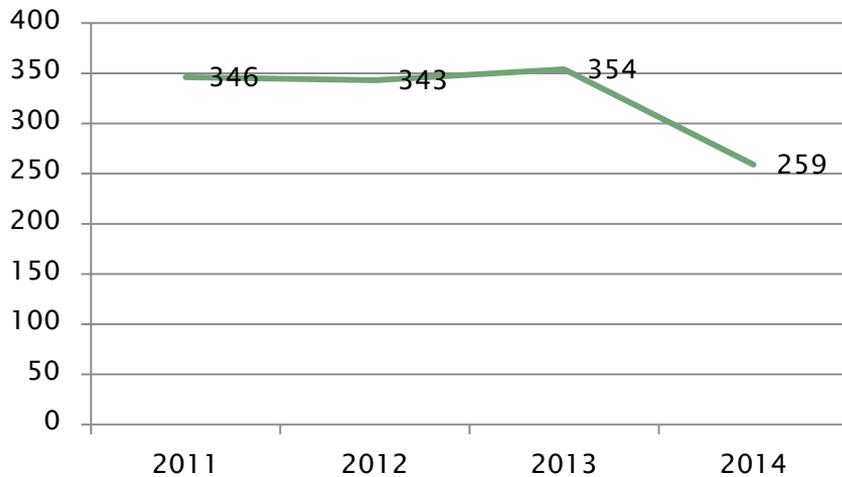


Total Number of Cholesterol and Blood Pressure Checks

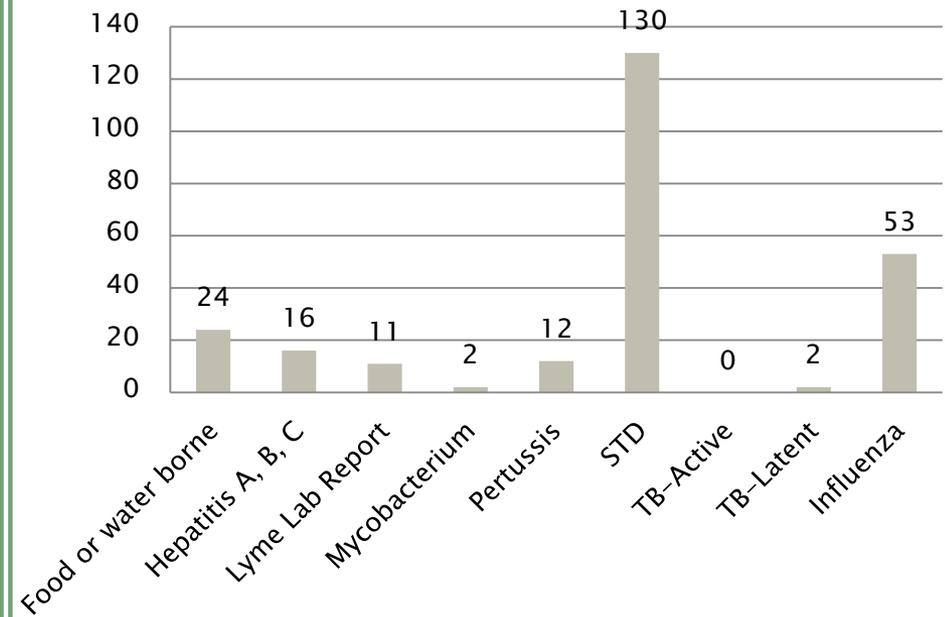


Outputs: Disease Investigations

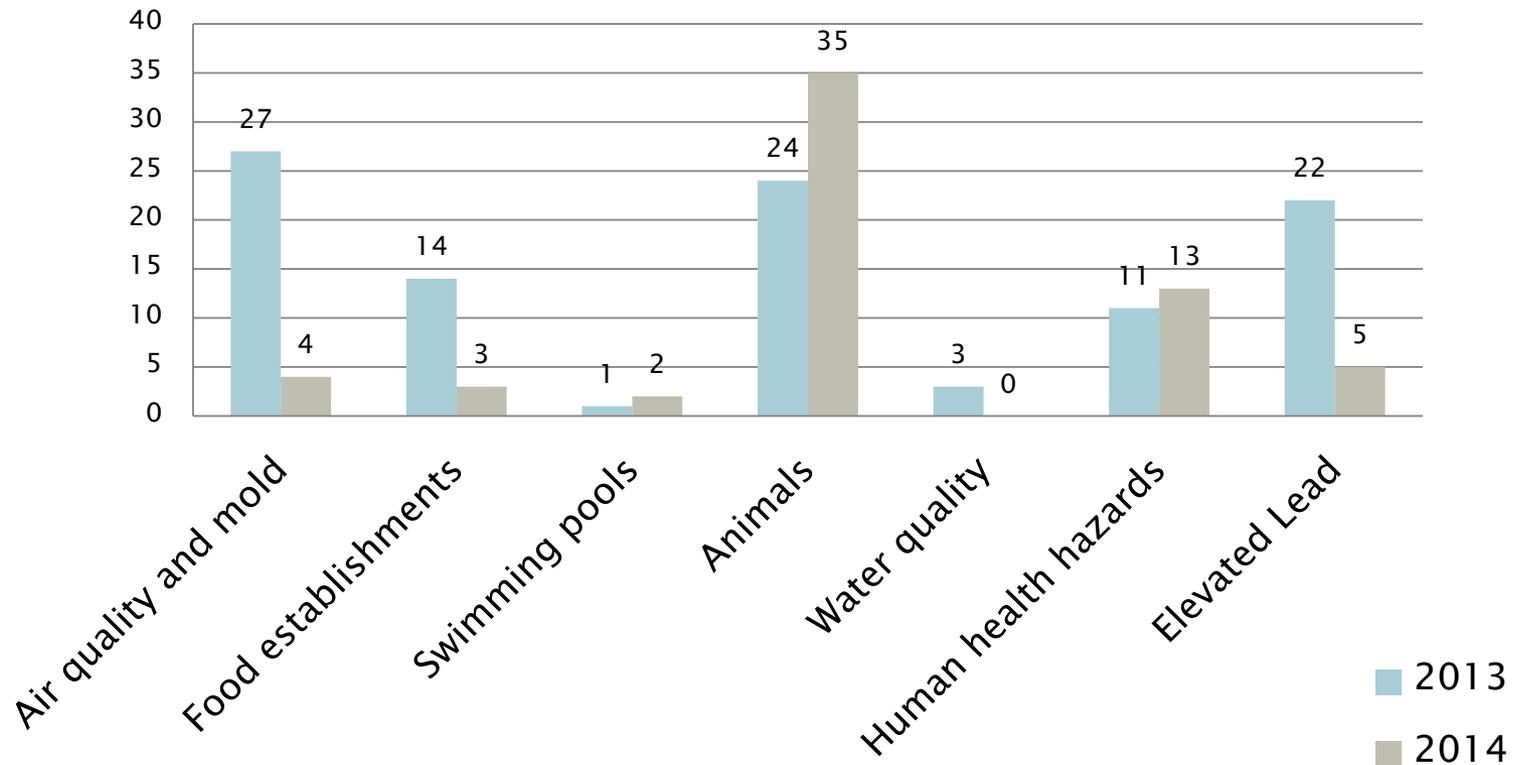
Total Number of Disease Investigations



Types of Disease Investigations



Outputs: Environmental Health Complaints and Inquiries



2013: N=102
2014: N=62

Outcomes

Performance Measures	Metrics
Disease Prevention and Control	
Health department staff will conduct disease investigations for nearly 100% of reportable diseases	Process status in Wisconsin Electronic Disease Surveillance System will be reported as Final or Sent to State for all completed disease investigations
Offer 24 adult health screening sessions for North Shore residents	Documentation of offered adult health screens; number of adults screened
Offer 60 immunization clinics around North Shore	Billing information for immunizations; Immunization tracking forms
72% of children residing in the North Shore will complete immunization schedule by 2 nd birthday	Wisconsin Immunization Registry report
Environmental Health	
Inspect 100% of licensed food establishments that are part of the NS Environmental Health Consortium	Health space and/or local database files document 100% of all establishments inspected
Inspect 100% of licensed recreational waters that are part of the NS Environmental Health Consortium	Health space and/or local database files document 100% of all establishments inspected
Public Health Emergency Preparedness	
Maintain a robust and practiced Emergency Preparedness plan for the North Shore	Approved emergency preparedness plan for North Shore Attendance at local and regional emergency preparedness meetings
Complete 100% of emergency preparedness exercise requirements	Call-Down drill times entered into CDC JOIN Submit jurisdictional data sheets to CDC JOIN

Questions?



REQUEST FOR CONSIDERATION

COMMITTEE:	Finance & Public Works, Village Board
ITEM DESCRIPTION:	NR216 Annual Report (for 2014)
PREPARED BY:	Matthew S. Maederer, PE, Director of Public Works/Village Engineer
REPORT DATE:	May 13, 2015
MANAGER'S REVIEW/COMMENTS:	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
RECOMMENDATION:	Review & Comment on the WPDES 2015 Annual Report for the Activities of 2014.
EXPLANATION:	<p>The Village of Brown Deer submitted a joint application with the other North Shore communities for a Wisconsin Pollutant Discharge Elimination System (WPDES) Permit to the Wisconsin Department of Natural Resources in accordance with State Statutes and Chapter NR216. On June 12th, 2013 the Village of Brown Deer in conjunction with the City of Glendale, Villages of Bayside, Fox Point, River Hills, Shorewood and Whitefish Bay (referred to as the North Shore Group) was reissued a Wisconsin Pollutant Discharge Elimination System Permit No. WI-S061565-03 from the Wisconsin Department of Natural Resources which expires midnight June 11th, 2018. Part III, Subsection H. <u>Annual Report</u> of said WPDES Permit requires the submittal of an annual report to the Wisconsin Department of Natural Resources for its review to determine progress on the implementation of the storm water management program and compliance with the conditions of the North Shore Group WPDES Permit.</p> <p>The minutes of the Village Board review are the Village's proof of compliance with the public review requirement of the permit and NR216.</p> <p><u>Attachments:</u></p> <ul style="list-style-type: none">• Renewed North Shore Group Permit (WPDES Permit No. WI-S061565-03)• Village of Brown Deer's Annual Report (for 2014)• MMSD Ch. 13 Annual Report



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**PERMIT TO DISCHARGE UNDER THE
WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEMS**

In compliance with the provisions of Chapter 283, Wisconsin Statutes:

THE NORTH SHORE GROUP:

**Village of Bayside
Village of Brown Deer
Village of Fox Point
City of Glendale
Village of River Hills
Village of Shorewood
Village of Whitefish Bay**

are permitted to discharge storm water from

ALL PORTIONS OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEMS

owned or operated by the North Shore Group to waters of the state in the following watersheds:

**Milwaukee River South
Lake Michigan**

in accordance with the conditions set forth in this permit.

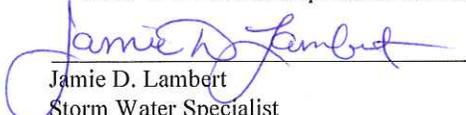
This permit will become effective on the date of signature.

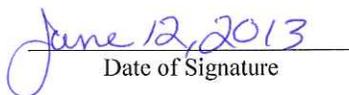
This permit to discharge shall expire at midnight, June 11, 2018.

To retain authorization to discharge after this expiration date, an application shall be filed for reissuance of this permit in accordance with the requirements of Chapter NR 216.08, Wis. Adm. Code, at least 180 days prior to this expiration date.

State of Wisconsin Department of Natural Resources For the Secretary

By


Jamie D. Lambert
Storm Water Specialist


Date of Signature

EFFECTIVE DATE: June 12, 2013

EXPIRATION DATE: June 11, 2018

TABLE OF CONTENTS

Part I.	Applicability
Part II.	Group Conditions
Part III.	Individual Conditions
Part IV.	Compliance Schedule
Part V.	General Conditions
Part VI.	Definitions

GENERAL DESCRIPTION AND PURPOSE OF THE WPDES STORM WATER PERMIT FOR THE NORTH SHORE GROUP

The City of Glendale and the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay, now referred to as the **North Shore Group**, who own and operate municipal separate storm sewer systems that discharge to waters of the state.

Discharges from the municipal separate storm sewer systems (MS4s) generally consist of runoff from rain events or snow melt. Pollutants of concern found in MS4 discharges include organic materials, suspended solids, metals, nutrients, bacteria, pesticides, fertilizer, traces of toxic materials and other deleterious materials introduced by fluids from spills or illicit connections

This WPDES permit regulates discharges from the North Shore Group's municipal separate storm sewer systems in accordance with s. 283.33, Wis. Stats., and subch. I. of NR 216, Wis. Adm. Code. The permit requirements are intended to restore and maintain the chemical, physical, and biological integrity of waters of the state through pollution prevention and storm water management of urban runoff.

PART I. APPLICABILITY

A. PERMITTED AREA: This permit covers all areas within the jurisdiction of a Permittee that contributes to discharges from the municipal separate storm sewer system owned or operated by said Permittee. Municipal separate storm sewer system means a conveyance or systems of conveyances designed or used for the collection or conveyance of storm water. These include, but are not limited to; storm sewers, roads with drainage systems, municipal streets, catch basins, inlets, curbs, gutters, ditches, constructed channels or storm drains.

B. AUTHORIZED DISCHARGES: This permit authorizes storm water point source discharges to waters of the state from the municipal separate storm sewer systems in the permitted area. This permit also authorizes the discharge of storm water commingled with flows contributed by process wastewater, non-process wastewater, and storm water associated with industrial activity, provided the discharges are regulated by other WPDES permits or are discharges which are not considered illicit discharges.

C. WATER QUALITY STANDARDS

1. This permit specifies the conditions under which storm water may be discharged to waters of the state for the purpose of achieving water quality standards contained in chs. NR 102 through 105 and NR 140, Wis. Adm. Code. For the term of this permit, compliance with water quality standards will be addressed by adherence to general narrative-type storm water discharge limitations and implementation of storm water management programs and practices.

2. This permit does not authorize water discharges that the Department, prior to authorization of coverage under this permit, determines will cause or have reasonable potential to cause or contribute to an excursion above any applicable water quality standards. Where such determinations have been made prior to authorization, the Department may authorize coverage under this permit where the storm water management programs required under this permit will include appropriate controls and implementation procedures designed to bring the storm water discharge into compliance with water quality standards.

D. GENERAL STORM WATER DISCHARGE LIMITATIONS: The Permittee may not discharge the following substances from their municipal separate storm sewer system in amounts that have an unreasonable effect on receiving water quality or aquatic life:

1. Solids that may settle to form putrescence or otherwise objectionable sludge deposits.
2. Oil, grease, and other floating material that form noticeable accumulations of debris, scum, foam, or sheen.
3. Color or odor that is unnatural and to such a degree as to create a nuisance.
4. Toxic substances in amounts toxic to aquatic life, wildlife, or humans.
5. Nutrients conducive to the excessive growth of aquatic plants and algae to the extent that such growths are detrimental to desirable forms of aquatic life, create conditions that are unsightly, or are a nuisance.
6. Any other substances that may impair, or threaten to impair, beneficial uses of the receiving water.

E. INDIVIDUAL RESPONSIBILITY: The Permittee is responsible for:

1. Compliance with conditions of this permit relating to discharges from those portions of the municipal separate storm sewer systems where the municipality is the owner or operator. This includes carrying out programs and activities as required under Part III of this permit.
2. Storm water management program implementation, as required by this permit, on portions of each municipality that drain to a municipal separate storm sewer system where they are the owner or operator.
3. All other activities required by this permit.
4. Working collaboratively with the other Permittees as a member of the North Shore Group to meet the Group Conditions as allowed under Part II of this permit.

F. SHARED RESPONSIBILITY: The North Shore Group is responsible for:

1. Participation in annual meetings and active participation in planning and /or implementation of programs conducted as a group as allowed under Part II of this permit. The North Shore Group's implementation of one or more of the conditions of this permit may incorporate cooperative efforts with other MS4 regulated Permittees or efforts by groups or organizations provided the Department is notified of such efforts.

G. OUTSTANDING AND EXCEPTIONAL RESOURCE WATERS: This permit does not authorize the discharge to any Outstanding or Exceptional Resource Waters as listed in ss. NR 102.10 and 102.11, Wis. Adm. Code. At time of permit issuance there is no known Outstanding or Exceptional Resource Waters within the North Shore Groups physical boundaries.

H. IMPAIRED WATERBODIES AND TOTAL MAXIMUM DAILY LOAD REQUIREMENTS: Permit for MS4 discharges to impaired waterbodies and/or EPA-approved TMDL waters are identified under Part III-Section F of this permit.

I. WETLANDS: The Permittee's MS4 discharge shall comply with the wetland water quality standard provisions in ch. NR 103, Wis. Adm. Code.

J. ENDANGERED AND THREATENED RESOURCES: The Permittee's MS4 discharge shall comply with the endangered and threatened resource protection requirements of s. 29.604, Wis. Stats., and ch. NR 27, Wis. Adm. Code.

K. HISTORIC PROPERTY: The Permittee's MS4 discharge may not affect any historic property that is listed property, or on the inventory, or on the list of locally designated historic places under s. 44.45, Wis. Stats., unless the Department determines that the MS4 discharge will not have an adverse effect on any historic property pursuant to s. 44.40 (3), Wis. Stats.

L. EXCLUSIONS: The following are excluded from coverage under this permit:

1. Combined Sewer and Sanitary Sewer Systems

Discharges of water from a sanitary sewer or a combined sewer systems conveying both sanitary and storm water. These discharges are regulated under s. 283.31, Wis. Stats, and require a separate individual permit.

2. Agricultural Facilities and Practices

Discharges from "agricultural facilities" and "agricultural practices". "Agricultural facility" means a structure associated with an agricultural practice. "Agricultural practice" means beekeeping; commercial feedlots; dairying; egg production; floriculture; fish or fur farming; grazing; livestock raising; orchards; poultry raising; raising of grain, grass, mint and seed crops; raising of fruits, nuts and berries; sod farming;

placing land in federal programs in return for payments in kind; owning land, at least 35 acres of which is enrolled in the conservation reserve program under 16 USC 3831 to 3836; and vegetable raising.

3. **Other Excluded Discharges**

Storm water discharges from industrial operations or land disturbing construction activities that require separate coverage under a WPDES permit pursuant to subchs. II or III of ch. NR 216, Wis. Adm. Code. For example, while storm water from industrial or construction activity may discharge from the Permittees MS4, this permit does not satisfy the need to obtain any other permits for those discharges. This exclusion does not apply to the Permittees responsibility to regulate construction sites within its jurisdiction in accordance with Part III sections B and C of this permit.

Part II. GROUP CONDITIONS

The North Shore Group intends to collaborate and satisfy these conditions collectively. This does not prohibit the Permittees from continuing to develop and implement unique programs within their respective jurisdictional municipal boundaries.

- A. PUBLIC EDUCATION AND OUTREACH:** The North Shore Group shall continue existing public and staff education and outreach programs to increase the awareness of storm water impacts on waters of the state to encourage changing public behavior to reduce such impacts. The public education and outreach program may incorporate cooperative efforts with other entities not regulated by this permit provided the results of these cooperative efforts are reported annually.
- I. The North Shore Group shall be responsible for prioritizing education topics each year at an annual meeting. All topics shall be addressed at least once during the permit term with a minimum of 3 topics being addressed each year. Topics may be repeated as necessary. The program shall identify target audiences, establish measurable goals, and at a minimum address the following:
 - a. Illicit discharges from municipal separate storm sewer systems and associated water quality impacts.
 - b. Storm water runoff from residential properties and potential pollutant sources such as pet waste, hazardous household waste, automobile care, and lawn care.
 - c. Storm water runoff from commercial properties and, where appropriate, educate specific businesses such as lawn care companies, golf courses, carwashes, and restaurants on storm water pollution prevention planning to reduce pollutant sources.
 - d. Beneficial onsite reuse or proper management of leaves and grass clippings.
 - e. Restorative and protective management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.
 - f. Infiltration and beneficial onsite reuse of residential storm water runoff from rooftops, driveways, and sidewalks through implementation of green infrastructure best management practices such as rain barrels, rain gardens, and permeable pavements.
 - g. Proper design, installation, and maintenance of erosion and sediment control best management practices to minimize, with the intent of eliminating, sediment transport from construction sites. The program shall highlight the potential harmful effects on the environment from sediment in construction site runoff and shall target construction companies, individual operators, and developers as key audiences.
 - h. Routine inspection and maintenance of storm water best management practices by homeowner associations with Long Term Maintenance Agreements (LTMA).
 - i. Watershed education and the contributions of point and nonpoint source pollution on waterbody and waterway impairments.

- j. Best management practices for snow and ice removal and informing specific audiences such as snow removal/deicing companies, private residences, industrial and commercial facilities, and residents about resources that provide further information on methods of reducing application of chemical deicers while maintaining public safety.

Note: The USEPA has created guidance to assist MS4 operators with developing measurable goals as part of their storm water management plan. Measurable goals allow communities to assess the effectiveness of individual control practices and the storm water management program as a whole. This guidance can be found on USEPA's website at: <http://www.epa.gov/npdes/pubs/measurablegoals.pdf>.

- B. PUBLIC INVOLVEMENT AND PARTICIPATION:** The North Shore Group shall implement a program to notify the public of activities required by this permit and to encourage input and participation from the public regarding these activities. This program shall include measurable goals for public involvement and participation, from various interest groups such as river partnerships, and comply with applicable state and local public notice requirements.
- C. ILLICIT DISCHARGE NOTIFICATION:** In the case of an illicit discharge which originates from one Permittee and discharges directly to a storm sewer or property under the jurisdiction of the other Permittee, the municipality discovering the discharge shall notify the affected municipality within one working day.
- D. ANNUAL MEETING:** The North Shore Group is required to meet at least once per year. Topics to be addressed at these meetings shall include setting annual priorities for the North Shore Groups public education and outreach program; development, implementation, and modification; and other such topics as the group deem appropriate for discussion.

Note: The North Shore Group have indicated that they plan to meet quarterly to exchange information and set group priorities, however attendance at these quarterly meetings are not mandatory. Permittees are encouraged to participate in these additional meetings.

Part III. INDIVIDUAL CONDITIONS

A. ILLICIT DISCHARGE DETECTION AND ELIMINATION: The Permittee shall continue to implement a program to detect and remove illicit connections and discharges to the municipal separate storm sewer systems. The program shall include measurable goals and include all of the following:

1. An ordinance or other regulatory mechanism to prevent and eliminate illicit discharges and connections to the municipal separate storm sewer system. At a minimum, the Permittee's ordinance or other regulatory mechanism shall:
 - a. Prohibit the discharge, spill or dumping of non-storm water substances or material into waters of the state or the MS4s.
 - b. Identify non-storm water discharges or flows that are not considered illicit discharges. Non-storm water discharges that are **not** considered illicit discharges include: water line flushing, landscape irrigation, individual residential car washing, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, flows from riparian habitats and wetlands, firefighting and discharges authorized under a WPDES permit unless identified by the Permittee as a significant source of pollutant to waters of the state.
 - c. Maintain inspection and enforcement authority.

Note: Chapter NR 815, Wis. Adm. Code, regulates injection wells including storm water injection wells. Construction or use of a well to dispose of storm water directly into groundwater is prohibited under s. NR 815.11(5), Wis. Adm. Code.

2. On-going dry weather field screening of outfalls during the term of the permit. Outfalls will be evaluated on an on-going basis during dry weather periods (typically 72 hours after any measurable rainfall) according to the following schedule unless an alternative screening program is submitted to and approved by the Department:
 - a. On a rolling basis, annual screening of at least one fifth of the major outfalls so that all major outfalls will be screened at least once within the term of this permit.
 - b. At a minimum, annual screening of all major outfalls which showed evidence of illicit discharges from sampling conducted under the preceding permit.
 - c. On a frequency to be determined by the Permittee, additional screening of priority outfalls.

Note: Priority outfalls would be considered as any MS4 outfall regardless of size, contributing drainage area size or land use characteristics that may have a higher likelihood of illicit discharges or connections.

3. At a minimum, field screening shall include:
 - a. Sensory Observation - A narrative description of visual observations including color, odor, turbidity, oil sheen or surface scum, flow rate and any other relevant observations regarding the potential presence of non-storm water discharges or illegal dumping. (Include narrative in annual report)
 - b. Field Analysis - If an illicit discharge or illicit connection is suspected one grab sample will be tested at each location using a field test kit to determine the presence of illicit non-storm water discharges or dumping. The test kit will provide approximate readings for pH, total chlorine, total copper, total phenols, and detergents or surfactants.

Note: The Department has written a guidance document to assist municipalities with development of field screening programs to determine the presence of illicit discharges from MS4 outfalls.

The guidance can be found on the Departments website at:

http://dnr.wi.gov/topic/stormwater/documents/MS4_IDDE_Guidance_3-2012.pdf

- i. Field screening points shall, where possible, be located downstream of any source of suspected illicit activity.**
 - ii. Field screening points shall be located where practicable at the farthest manhole or other accessible location downstream in the systems. Safety of personnel and accessibility of the location shall be considered in making this determination.
 - iii. Consideration shall be given to hydrological conditions, total drainage area of the site, population density of the site, traffic density, age of the structures or buildings in the area, history of the area, and land use types.
4. Procedures for responding to known or suspected illicit discharges. At a minimum, procedures shall continue to:
 - a. Investigate portions of the municipal separate storm sewer system that, based on the results of field screening or other information, indicate a reasonable potential for containing illicit discharges or other sources of non-storm water discharges.
 - b. Responding to spills that discharge into and/or from the municipal separate storm sewer systems including tracking and locating the source of the spill if unknown.
 - c. Preventing and containing spills that may discharge into or are already within the municipal separate storm sewer systems.
 - d. Notify the Department in accordance with ch. NR 706, Wis. Adm. Code, in the event that the Permittee identifies a spill or release of a hazardous substance, which has resulted or may result in the discharge of pollutants into waters of the state. The Department shall be notified via the 24-hour toll free spill hotline at 1-800-943-0003. The North Shore Group member shall cooperate with the Department in efforts to investigate and prevent such discharges from polluting waters of the state.
 - e. Identified illicit discharges shall be eliminated within three working days to the maximum extent practicable. If neither the source nor the non-stormwater discharge has been identified or observed within 6 months of beginning the investigation, then the municipality must maintain written documentation of the actions undertaken for review by the Department. A minimum of 3 separate investigations to observe and sample flow at the identified outfall must be made within the 6 month period. Outfalls with indeterminate sources and non-stormwater discharges shall continue to be screened annually. Once an illicit discharge is identified, the investigating municipality must contact the Department within 24 hours.
 - f. Eliminate leakage from sanitary conveyance systems into the municipal separate storm sewer systems. to the maximum extent practicable.
 - g. Provide the Department with advance notice of the time and location of dye testing within a MS4. (Because the dye may get reported to the Department as an illicit discharge or spill, the Department requires prior notification of dye testing.)
 - h. Notify affected municipalities within one working day in the case of an illicit discharge that originates from the permitted area and that discharges directly to a municipal separate storm sewer or property under the jurisdiction of another municipality.
 - i. Submit inspection reports to the Department for outfalls with known or suspected illicit discharges within 30 days of outfall inspection.

B. CONSTRUCTION SITE POLLUTANT CONTROL: The Permittee shall continue to implement and enforce a program that establishes measurable goals and reduces the discharge of sediment and construction materials from construction sites. The Permittee through implementation of this program shall:

1. Conduct plan reviews to ensure site erosion control plans are in accordance with design, installation, and maintenance standards and specifications that meet or exceed the Department's technical standards or Permittee's ordinance.
2. Conduct erosion control inspections at all sites within the Permittee's jurisdiction following the frequency and actions outlined in the Permittee's construction site pollutant control program. The Permittee shall contact the Department if there are significant or repeat violations at a site, or if there are threats or impacts to waters of the state.
3. Maintain records of site inspections, including any follow up necessary on sites out of compliance with site-specific erosion control plans according to the Permittee's program and schedule identified in Part IV of this permit.
4. Notify landowners who apply for local construction or land disturbance permits of the possible applicability of Subchapter III of NR 216, Wis. Adm. Code, Construction Site Storm Water Discharge Permits, or other Department waterway and wetland permits.
5. Enforce construction site performance standards equivalent to or more restrictive than those in ss. NR 151.11 and 151.23, Wis. Adm. Code on all sites including municipal projects applicable under the Permittee's ordinance.
6. Enforce erosion and sediment control plan requirements for landowners of construction sites equivalent to those contained in s. NR 216.46, Wis. Adm. Code including municipal projects applicable under the Permittee's ordinance.
7. Maintain and enforce the municipal ordinance regarding construction site storm water discharges. Within 12 months of the effective date of this permit, the municipal ordinance shall be revised to include current s. NR 151 Wis. Adm. Code requirements.

C. POST-CONSTRUCTION STORM WATER MANAGEMENT: The Permittee shall continue to implement and enforce a program that establishes measurable goals and controls the quantity and quality of discharges from areas of new development and redevelopment, after construction is completed. The Permittee through implementation of this program shall:

1. Conduct plan reviews to ensure storm water management and long-term operation and maintenance plans are in accordance with design, installation, and maintenance standards and specifications that meet or exceed the Department's technical standards and the Permittee's Storm Water Management Ordinance.
2. Enforce post-construction performance standards equivalent to or more restrictive than those in ss. NR 151.121 and 151.241, Wis. Adm. Code.
3. Enforce storm water plan requirements for landowners of construction sites equivalent to those contained in s. NR 216.47, Wis. Adm. Code.
4. Enforce long-term maintenance requirements for landowners and other persons responsible for long-term maintenance of post-construction storm water management facilities.
5. Maintain and enforce the municipal ordinance regarding post-construction storm water management. Within 12 months of the effective date of this permit, the municipal ordinance shall be revised to include current s. NR 151, Wis. Adm. Code requirements.

D. POLLUTION PREVENTION: Permittee shall continue to implement and enforce a pollution prevention program that establishes measurable goals to prevent or reduce the discharge of pollutants in storm water runoff. The Permittee through the implementation of this program shall:

1. Continue to inspect the following:
 - a. Municipally-owned storm water management facilities. Necessary repairs/maintenance shall be documented during the inspection;
 - b. Privately-owned storm water management facilities where the Permittee has established maintenance authority through long-term maintenance agreements or other legal documentation. At minimum, all privately owned facilities with LTMA's that are more than 5 years old shall be inspected at least once per the term of this permit.
 - c. Municipal garages, yards, storage areas, and any other municipally owned and operated facility with potential to generate storm water pollution. Inspections shall be conducted annually or according to the schedule identified in the site-specific Storm Water Pollution Prevention Plan (SWPPP) prepared for the facility.
2. Perform or require necessary maintenance at inspected facilities within a reasonable timeframe and document all minor maintenance activities conducted throughout the year for inclusion in the annual report.
3. Notify the Department of scheduled major maintenance activities prior to starting work.

Note: Minor maintenance would include activities such as any routine maintenance to maintain aesthetic qualities and prevent nuisance problems, i.e., removing trash and debris from control openings and inlet areas, routine mowing and landscaping, stabilizing eroded areas, and manual or chemical aquatic plant control under ss. NR 109 and NR 107, Wis. Adm. Code. Major maintenance activities would include any work necessary to either maintain the original grade and hydraulic design capacity of the facility or alter the designed performance of the facility (i.e., rebuilding deteriorated or failed catch basins). Any earthwork, tillage practices, modifications to outlet and inlet structures, and removal of accumulated sediment should be considered a major maintenance activity. Removal and disposal of accumulated sediment in storm water management facilities is regulated under s. NR 528 Wis. Adm. Code. This code does not apply to street sweeping and catch basin practices. Street sweeping and catch basin cleaning waste is a solid waste and shall be disposed of in a licensed landfill.

4. Continue to implement municipal yard SWPPPs. Update municipal yard SWPPPs if any of the following circumstances occur:
 - a. Expansion of the facility or a change in material handling or storage will result in significant increases in the exposure of pollutants to storm water discharged either to waters of the state, the Permittees MS4, an adjacent MS4, or to storm water treatment devices;
 - b. An inspection or visual observation finds that the provisions of the SWPPP are ineffective in controlling storm water pollutants discharged to either waters of the state, the Permittees MS4, an adjacent MS4, or to downstream storm water treatment devices;
 - c. Upon notice that the Department finds the SWPPP to be ineffective in achieving the conditions under this subsection.
5. Continue street sweeping and routine cleaning of catch basins according to the frequency included in the Permittees pollutant loading analysis. Notify the Department of any proposed modifications to the sweeping or catch basin cleaning schedule prior to implementation.
6. Properly dispose of street sweepings and catch basin cleaning waste.

7. Properly dispose of any solids, sludge's, filter backwash or other pollutants removed from storm water management facilities in a manner that prevents any pollutant from the materials from entering the waters of the state, and complies with all applicable Federal, State, and Local regulations.
8. If road salt or other deicers are applied, no more shall be applied than the amount necessary to maintain public safety, as determined by the Permittee. To achieve this requirement, a winter road management plan shall be developed and implemented. At minimum, the plan shall include the following:
 - a. Identification of staff responsible for implementing winter road management.
 - b. Identification of truck routes with attention to waterway crossings and road areas within 100 feet of a water body.
 - c. Description of deicing equipment and methods of calibrating equipment.
 - d. Description of deicing and anti-icing products and their effective temperature range.
 - e. Street application rates for deicing and anti-icing products in pounds of product per lane mile.
 - f. Disposal locations for mass snow removal (if applicable).
 - g. Evaluation of the winter road management plan implementation submitted with each annual report. The evaluation shall include an estimate of the amount of products used per month.

Note: The Department recommends recording usage on a per event basis until the winter road management plan is optimized for varying weather conditions.

9. Maintain proper management of leaves and grass clippings, which may include on-site beneficial reuse as opposed to collection;
10. Adhere to site-specific nutrient application schedule for application of lawn and garden fertilizers on municipally controlled properties with pervious surfaces over 5 acres each. The site-specific nutrient application schedule must be based on appropriate soil tests.
11. Ensure all utility staff is aware of general WPDES permits and requirements, such as the hydrostatic test water and water supply system water when discharging to the MS4. A list of these permits and requirements can be found at the following website:
<http://dnr.wi.gov/topic/wastewater/GeneralPermits.html>

E. STORM WATER QUALITY MANAGEMENT: The Permittee shall continue to implement a municipal storm water management program that controls the discharge of total suspended solids from the MS4 system to waters of the State. Since much of the phosphorus found in urban runoff is adsorbed to soil particles, it is reasonable to expect that implementation of actions under this permit that reduce total suspended solids loads will also reduce phosphorus proportionally with the intent to achieve designated use conditions in impaired waterways. The storm water management program shall maintain compliance with the developed urban area performance standards of s. NR 151.13(2), Wis. Adm. Code, for those areas of the municipality that were not subject to the post-construction performance standards of s. NR 151.12 or 151.24, Wis. Adm. Code. (Note: projects prior to Oct. 1, 2004). The program shall include:

1. To the maximum extent practicable, continued operation and maintenance of all best management practices implemented on or before July 1, 2011 to achieve a total suspended solids reduction of more than 20 percent as compared to no controls.
2. If applicable, a storm water management plan that identifies a schedule for implementing best management practices necessary to achieve a 20 reduction in the annual average mass of total suspended solids discharging from the MS4 to waters of the state as compared to no controls. The municipality may elect to meet the 20 percent total suspended solids standard on a watershed or regional basis by working with other

Permittee(s) to provide regional treatment or other measures that collectively meets the standard. Municipalities currently not achieving at least a 20 percent reduction must prepare and submit this plan to the Department within 12 months of the permit start date. Existing controls that collectively contribute to a given MS4 achieving greater than a 20 percent reduction in TSS loads from areas of existing development as of July 1, 2011, shall not be applied to increase the level of compliance of an MS4 with a level of reduction below 20 percent. The plan shall include the following:

- a. Assessment of compliance with s. NR 151.13(2), Wis. Adm. Code must include an updated pollutant loading analysis using a model such as SLAMM, P8 or equivalent methodology approved by the Department.
- b. Any agreements with an adjacent municipality, or with municipalities within a 10 digit hydrologic unit code level, to implement the required total suspended solids reduction.
- c. Any long-term maintenance agreements with owners of non-public control measures where credit for the total suspended solids reduction is included in the analysis.
- d. A cost-effectiveness analysis including the systematic comparison of alternatives to meet the 20 percent total suspended solids reduction based on the cost per pound of pollutant removed. This analysis shall take into account anticipated redevelopment or reconstruction projects and the cost to retrofit existing practices versus the cost to install practices during redevelopment or reconstruction. The analysis shall consider the cost to ensure long term maintenance of nonpublic owned control practices for which the municipality is taking credit as well as publicly owned control practices, the source of funding for installation and maintenance of control measures, and competing interests for that funding source. The municipality may include an analysis of affordability in the cost-effectiveness analysis. The analysis shall consider the feasibility and commensurate increase in cost of installing a control measure where there are competing issues such as human safety and welfare, endangered and threatened resources, historic properties, and geographic features.

Note: Pursuant to s. NR 151.13(2), Wis. Adm. Code, the total suspended solids reduction requirements are applied to runoff from areas of urban land use and are not applicable to agricultural or rural land uses and associated roads. Additional MS4 modeling guidance for modeling the total suspended solids control is given on the Department's Internet site at: <http://dnr.wi.gov/topic/stormwater/standards/index.html>. Costs of implementing storm water management practices should be presented as dollars per pound of pollutant removed and should take into account anticipated redevelopment or reconstruction projects and retrofitting practices.

F. IMPAIRED WATERBODIES AND TOTAL MAXIMUM DAILY LOAD REQUIREMENTS: Each Permittee shall determine whether any part of its MS4 discharges to an impaired water body listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC 1313(d)(1)(C), and the implementing regulation of the US Environmental Protection Agency, 40 CFR 130.7(c)(1). Impaired waters are those that are not meeting applicable water quality standards.

1. If a Permittees MS4 discharges to an impaired water body, the Permittee shall include a written section in its storm water management program that discusses the management practices and control measures it will implement as part of its program to reduce, with the goal of eliminating, the discharge of pollutants of concern that contribute to the impairment of the water body. This section of the Permittees program shall specifically identify control measures and practices that will collectively be used to try to eliminate the MS4's discharge of pollutant(s) of concern that contribute to the impairment of the water body and explain why these control measures and practices were chosen as opposed to other alternatives. Pollutant(s) of concern means a pollutant that is causing impairment of a water body.

Note: Work is currently underway on TMDLs which will address the bacteria and phosphorus-related impairments in the Milwaukee River basin. Since much of the phosphorus found in urban runoff is adsorbed to soil particles, it is reasonable to expect that implementation of actions under

this permit that reduce total suspended solids loads will also reduce phosphorus proportionally with the intent to achieve designated use conditions in impaired waterways.

The Department maintains a searchable database of impaired waterways. This publicly accessible database is available at <http://dnr.wi.gov/water/impairedSearch.aspx>

2. After the Permittees start date of coverage under this permit they may not establish a new MS4 discharge of a pollutant of concern to an impaired water body or increase the discharge of a pollutant of concern to an impaired water body unless the new or increased discharge causes the receiving water to meet applicable water quality standards.

Note: Once the Department approves a TMDL for an impaired water body to which the Permittee discharges, the Department anticipates that when this permit is reissued in the next permit cycle it will include requirements necessary to achieve the TMDL wasteload allocation for the MS4. Approved TMDLs are listed on the Department Internet site at <http://dnr.wi.gov/topic/tmdls/tmdlreports.html>

Table 2 provides an example of the way that wasteload allocations may be presented in the next permit cycle

Table 2. TEMPLATE FOR MS4 WASTE LOAD ALLOCATIONS BY MUNICIPALITY

Municipality	Reach	Water Body Name	Water Body Extents	Reach Description	Annual TSS Waste Load Allocation (tons)
MCD Name	Reach No.	Local Name	Stream Mile to Mile	Landmark to Landmark	tons
MCD Name	Reach No.	Local Name	Stream Mile to Mile	Landmark to Landmark	tons
MCD Name	Total				tons

G. STORM SEWER SYSTEMS MAP: The Permittee shall maintain a current municipal separate storm sewer systems map. The Permittee is encouraged to submit electronic mapping files to the Department in ArcGIS format or provide access to municipal GIS mapping sites as some features may be difficult to discern at larger mapping scales. The municipal storm sewer systems map shall include:

1. Identification of waters of the state, name and classification of receiving water(s), identification of whether the receiving water is an ORW, ERW or listed as an impaired water under s. 303(d) of the Clean Water Act, storm water drainage basin boundaries for each MS4s outfall and municipal separate storm sewer conveyance systems.
2. Identification of all known municipal separate storm sewer systems outfalls discharging to waters of the state or other municipal separate storm sewer systems. Major outfalls shall be uniquely identified. A listing of the outfall number, location description, and size shall also be included.
3. Unique identification of grass swale and storm sewer conveyance systems
4. Location of any known discharge to the municipal separate storm sewer systems that has been issued WPDES permit coverage by the Department.
5. Location of structural storm water management facilities including but not limited to any municipally owned wet detention basins, dry detention basins, infiltration basins, grass swales, and proprietary devices. Regional treatment facilities and privately owned facilities where the Permittee has established long term maintenance authority must be uniquely identified
6. Identification of publicly owned parks, recreational areas and other open lands.
7. Location of municipal garages, storage areas and other public works facilities.

8. Identification of streets.
9. Inclusion of an appropriately detailed legend and north directional arrow.

H. ANNUAL REPORT: The Permittee shall submit an annual report for each calendar year unless the Department authorizes biannual reporting to be submitted the 2nd and 4th year of the permit term pursuant to s. NR 216.07(8) Wis. Adm. Code. The municipal governing body, interest groups and the general public shall be encouraged to review and comment on the annual report. The annual report shall include:

1. The status of implementing the permit requirements, status of meeting measurable program goals and compliance with permit schedules.
2. Updated storm sewer systems maps, where necessary, to identify any new outfalls, structural controls, or other noteworthy changes.
3. A summary of activities describing:
 - a. The number and nature of inspections and enforcement actions conducted to ensure compliance with the required ordinances.
 - b. The number of plan reviews conducted to ensure compliance with the required ordinances.
 - c. Public education and outreach programs conducted with and without inter-municipal cooperation. The North Shore Group may submit the I&E portion of the annual report as a single group report.
 - d. Internal education efforts, including what topics were discussed, who the target audiences were, how the information was received and what follow-up information or activities are/were recommended.
 - e. Number and nature of reported spills or illicit discharges and associated responses.
 - f. Street sweeping and catch basin cleaning frequency, the amount of waste collected, and the disposal location(s) for this material.
 - g. Municipal yard evaluations, including any SWPPP amendments.
 - h. Items quantified through implementation of the winter road management plan.
 - i. Any changes to the status of meeting developed urban area performance standards presented as changes in pollutant removal efficiencies, according to Part III section E of this permit including changes in pollutant removing efficiencies.
 - j. A summary of revisions made to the storm water management plan.
4. Proposed revisions to the storm water management program.
5. A fiscal analysis including annual expenditures and budget for the reporting year or biannual reporting cycle and proposed expenditures and budget for the following reporting cycle.
6. Any other activities that may reduce the amount of pollutants reaching the local wetlands and waterways via the municipal storm sewer system that have measurable results; this information shall be used to assess the success of the programs and to determine if any details should be adjusted to achieve a successful implementation.
7. A duly authorized representative of the Permittee shall sign and certify the annual report and include a statement or resolution that the municipal governing body or delegated representatives have reviewed or

been appraised of the content of the annual report. A signed copy of the annual report and other required reports shall be submitted to the DNR Milwaukee Service Center, 2300 North Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212.

PART IV. COMPLIANCE SCHEDULE

The Permittee shall achieve compliance with the special permit conditions contained in Parts II and III in accordance with the following schedule:

PERMIT CONDITION	ACTIVITY	WHEN
Public Education and Outreach - Part II.A	Address at least 3 topics each year in order to complete all 11 within permit term	Minimum of once per year
Public Involvement and Participation – Part II. B	Encourage input and participation from residents	Ongoing
Illicit Discharge Detection and Elimination - Part III. A	1. Dry weather field screening of outfalls	20 percent per year
	2. Enforce the Illicit Discharge and Connection Storm water Ordinance	Ongoing
Construction Site Pollutant Control - Part III. B	1. Enforce the Construction Site Pollutant Control Ordinance	Ongoing
	2. Construction site inspection, documentation, and enforcement	Monthly - Ongoing
Post-Construction Storm Water Management - Part III. C	1. Enforce the Post-Construction Storm water Management Ordinance	Ongoing
	2. Continue procedures for long-term maintenance procedures	Ongoing
Pollution Prevention - Part III. D	1. Inspection and maintenance of municipally owned or operated structural storm water management facilities	Ongoing
	2. Catch basin cleaning	Conduct according to pollutant loading analysis and storm water management plan Ongoing
	3. Street sweeping	Conduct according to pollutant loading analysis and storm water management plan Ongoing
	4. Proper collection and disposal of leaves and grass clippings	Ongoing
	5. Inspections of all department of public works yards	Annually - Ongoing
	6. Application of lawn and garden fertilizers on municipally controlled properties with pervious surfaces over 5 acres each.	Ongoing
Storm Water Quality Management - Part III. E	1. 20% reduction in total suspended solids in runoff that enters waters of the state, to the maximum extent practicable	March 10, 2008

Storm Sewer System Map - Part III. G	Maintain a current storm sewer systems map	Ongoing
Annual Report - Part III. H	Submit annual reports	March 31st of each year (or March 31st of 2nd and 4th year permit term for biannual reporting)
Annual Meeting- – Part II. D	Meet annually with Co-Permittees to discuss permit programs and group conditions	Ongoing
Duty to Reapply – Part V. N	Submit new application	December 14, 2017 (180 days prior to expiration date of permit)

PART V. GENERAL CONDITIONS

The conditions in s. NR 205.07(1) and (3), Wis. Adm. Code, are incorporated by reference in this permit. Each Permittee shall be responsible for meeting these requirements. Some of these requirements are outlined below in paragraph A. through R. Requirements not specifically outlined below can be found in s. NR 205.07(1) and (3), Wis. Adm. Code.

- A. DUTY TO COMPLY:** The Permittee shall comply with all conditions of the permit. Any permit noncompliance is a violation of the permit and is grounds for enforcement action, permit revocation or modification, or denial of a permit reissuance application.
- B. COMPLIANCE SCHEDULES:** Reports of compliance or noncompliance with interim and final requirements contained in any compliance schedule of the permit shall be submitted in writing within 14 days after the schedule date, except that progress reports shall be submitted in writing on or before each schedule date for each report. Any report of noncompliance shall include the cause of noncompliance, a description of remedial actions taken, and an estimate of the effect of the noncompliance on the Permittees ability to meet the remaining schedule dates.
- C. NONCOMPLIANCE NOTIFICATION:**
1. Upon becoming aware of any permit noncompliance that may endanger public health or the environment, the municipality shall report this information by a telephone call to the Department within 24 hours. A written report describing the noncompliance shall be submitted to the Department within 5 days after the municipalities became aware of the noncompliance. The Department may waive the written report on a case-by-case basis based on an oral report received within 24 hours. The written report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.
 2. Reports of any other noncompliance not covered under General Condition's B., C.1, or E. shall be submitted with the annual report. The reports shall contain all the information listed in General Condition C.1.
- D. DUTY TO MITIGATE:** The Permittee shall take all reasonable steps to minimize or prevent any adverse impact on the waters of the state resulting from noncompliance with the permit.
- E. SPILL REPORTING:** The Permittee shall immediately notify the Department, in accordance with ch. NR 706, Wis. Adm. Code, in the event of a spill or accidental release of hazardous substances which results in a discharge of pollutants into waters of the state. The Department shall be notified via the 24-hour spill hotline (1-800-943-0003).
- F. PROPER OPERATION AND MAINTENANCE:** The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the municipality to achieve compliance with the conditions of the permit and the storm water management plan. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with conditions of this permit.
- G. BYPASS:** The Permittee may temporarily bypass storm water treatment facilities if necessary for maintenance, or due to runoff from a storm event which exceeds the design capacity of the treatment facility, or during an emergency.
- H. DUTY TO HALT OR REDUCE ACTIVITY:** Upon failure or impairment of best management practices identified in the storm water management program, the municipality shall, to the extent practicable and necessary to maintain permit compliance, modify or curtail operations until the best management practices are restored or an alternative method of storm water pollution control is provided.

- I. REMOVED SUBSTANCES:** Solids, sludges, filter backwash or other pollutants removed from or resulting from treatment or control of storm water shall be stored and disposed of in a manner to prevent any pollutant from the materials from entering the waters of the state, and to comply with all applicable Federal, State, and Local regulations.
- J. ADDITIONAL MONITORING:** If a Permittee monitors any pollutant more frequently than required by the permit, the results of that monitoring shall be reported to the Department in the annual report.
- K. INSPECTION AND ENTRY:** The Permittee shall allow an authorized representative of the Department, upon the presentation of credentials and at reasonable times, to:
1. Enter upon the municipal premises where a regulated facility or activity is located or conducted, or where records are required under the conditions of the permit.
 2. Have access to and copy, at reasonable times, any records that are required under the conditions of the permit.
 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under the permit.
 4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance, any substances or parameters at any location.
- L. DUTY TO PROVIDE INFORMATION:** The Permittee shall furnish the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking or reissuing the permit or to determine compliance with the permit. The municipality shall also furnish the Department, upon request, copies of records required to be kept by the North Shore Group.
- M. PROPERTY RIGHTS:** The permit does not convey property rights of any sort, or any exclusive privilege. The permit does not authorize any injury or damage to private property or an invasion of personal rights, or any infringement of federal, state or local laws or regulations.
- N. DUTY TO REAPPLY:** If the Permittee wishes to continue an activity regulated by the permit after the expiration date of the permit, the Permittee shall apply for a new permit at least 180 days prior to the expiration date of the permit. If the permit is not reissued by the time the existing permit expires, the existing permit remains in effect.
- O. OTHER INFORMATION:** Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the department, it shall promptly submit such facts or correct information to the department.
- P. RECORDS RETENTION:** The Permittee shall retain records of all monitoring information, copies of all reports required by the permit, and records of all data used to complete the application for the permit for a period of at least 5 years from the date of the sample, measurement, report or application. The Department may request that this period be extended by issuing a public notice to modify the permit.
- Q. PERMIT ACTIONS:** As provided in s. 283.53, Wis. Stats., after notice and opportunity for a hearing the permit may be modified or revoked and reissued for cause. If the Permittee files a request for a permit modification, revocation or reissuance, or a notification of planned changes or anticipated noncompliance, this action by itself does not relieve the municipality of any permit condition.
- R. SIGNATORY REQUIREMENT:** All applications, reports or information submitted to the Department shall be signed for by a ranking elected official, or other person authorized by them who has responsibility for the overall operation of the municipal separate storm sewer systems and storm water management program activities regulated by the permit. The representative shall certify that the information was gathered and prepared under their supervision and based on inquiry of the people directly under their supervision that, to the best of their

knowledge, the information is true, accurate, and complete.

- S. ENFORCEMENT ACTION:** The Department is authorized under s. 283.89 and 283.91, Wis. Stats., to utilize citations or referrals to the Department of Justice to enforce the conditions of this permit. Violation of a condition of this permit is subject to a fine of up to \$10,000 per day of the violation.
- T. ATTAINMENT OF WATER QUALITY STANDARDS AFTER AUTHORIZATION:** At any time after authorization, the Department may determine that the discharge of storm water from the Permittees MS4 may cause, have the reasonable potential to cause, or contribute to an excursion of any applicable water quality standard. If such determination is made, the Department may require the Permittee to do one of the following:
1. Develop and implement an action plan to address the identified water quality concern to the satisfaction of the Department.
 2. Submit valid and verifiable data and information that is representative of ambient conditions to demonstrate to the Department that the receiving water or groundwater is attaining the water quality standard.

PART V. DEFINITIONS

Definitions for some of the terms found in this permit are as follows:

Controls Condition means a pollutant-loading analysis that includes pollutant reductions from storm water management practices.

Department means Department of Natural Resources.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Hazardous substance means any substance which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics.

Illicit Connection means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer system.

Illicit Discharge means any discharge to a municipal separate storm sewer system that is not composed entirely of storm water except discharges authorized by a WPDES permit or other discharge not requiring a WPDES permit such non-storm water discharges that are **not** considered illicit discharges include: landscape irrigation, individual residential car washing, firefighting, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, flows from riparian habitats and wetlands and similar discharges.

Infiltration means the entry and movement of precipitation or runoff into or through soil.

Jurisdiction means the area where the Permittee has authority to enforce its ordinance(s) or otherwise has authority to exercise control over a particular activity of concern.

Land Disturbing Construction Activity means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover that may result in storm water runoff and lead to increased soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes, but is not limited to, clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Major Outfall means a municipal separate storm sewer outfall that meets one of the following criteria:

1. A single pipe with an inside diameter of 36 inches or more or equivalent conveyance (cross sectional area of 1,018 square inches) which is associated with a drainage area of more than 50 acres.
2. A MS4 that receives storm water runoff from lands zoned for industrial activity or from other lands with

industrial activity that is associated with a drainage area of 2 acres or more.

Maximum Extent Practicable means a level of implementing management practices in order to achieve a performance standard specified in ch. NR 151, Wis. Adm. Code, which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features.

No Controls Condition means a pollutant-loading analysis that does not include pollutant reductions from storm water management practices.

Outstanding and Exceptional Resource Waters are listed in ss. NR 102.10 and 11, Wis. Adm. Code.

Outfall means the point at which storm water is discharged to waters of the state or leaves one municipality and enters another.

Permitted Area refers to the areas of land under the jurisdiction of the North Shore Group that drains into their MS4s, which is regulated under a permit issued pursuant to sub ch. I of NR 216, Wis. Adm. Code.

Permittee refers to the individual municipality permitted under the North Shore Group permit.

Redevelopment means areas where development is replacing older development.

Riparian Landowners are the owners of lands bordering lakes and rivers.

Sediment means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

Storm Water Management Practice means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

Storm Water Pollution Prevention Planning refers to the development of a site-specific plan that describes the measures and controls that will be used to prevent and/or minimize pollution of storm water.

Structural Storm Water Management Facilities are engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, and grassed swales.

Waters of the State include surface waters, groundwater and wetlands.

WPDES Permit means a Wisconsin Pollutant Discharge Elimination Systems permit issued pursuant to ch. 283, Wis. Stats

MS4 Annual Report

(Due by March 31, 2015)

Please use this template to assist in compiling information for the annual report. Use of this template is optional. Please refer to the permit language for the information minimally required to be submitted in the reporting year. If you have any questions, please contact Jamie Lambertt (414)263-8485 or by email at jamie.lambertt@wisconsin.gov. Please submit a signed copy of the annual report and any attachments to my attention at the **WDNR Milwaukee HQ's Service Center: 2300 N. Dr. Martin Luther King Jr. Dr., Milwaukee WI 53212.**

** ELECTRONIC SUBMITTALS ARE ACCEPTABLE **

Municipality: Village of Brown Deer		Reporting Year: 2014	
Name of Permit Group (if applicable): North Shore Group	WPDES Permit No. WI-S061565-03	Facility ID No. (FIN):	
Contact Information:			
Name: Matthew S. Maederer		Title: Director of Public Works/Village Engineer	
Mailing Address: 4800 West Green Brook Drive	City: Brown Deer	State: WI	Postal Code 53223
E-mail Address: mmaederer@browndeerwi.org		Telephone No: 414.357.0120	
Section I. Summarize program activities implemented during the reporting year to maintain compliance with the six minimum control measures identified in the permit. Please include the management practice, individual or department responsible, measurable goals, and activities planned for next year. Amendments to the planned activities and/or changes to measurable goals should also be identified. <i>Add rows or attach additional sheets as needed</i>			
A. PUBLIC INVOLVEMENT, EDUCATION, AND OUTREACH			
<u>BMP Description:</u>			
DPW crews replaced the existing inlet/catch basin stencils with informational disks indicating "water drains to river". Each disk also includes a QR code with a link to an informational website. Brown Deer in conjunction with MMSD installed 12 rain gardens on residential property throughout the Village as part of "Brown Deer's Green Summer" program.			
<u>Responsible Dept./Person:</u>			
Dept. of Public Works (Matthew Maederer) & Nathan Piotrowski, Community Development Director			
<u>Measurable Goal(s):</u>			
Brown Deer's "Green Summer" residential rain garden installation and inlet stencil replacement.			
<u>Progress Made Towards Achieving Goal(s):</u>			
All 12-rain gardens were installed during the month of September as part of Brown Deer's Green Summer program. New informational disks were installed on all 538 inlets/catch-basins which replaced the pavement stencils.			
<u>Planned Activities for Next Reporting Year:</u>			
"Roll out the Barrel Program" the Village is partnering with MMSD for rain barrel distribution. Twenty (20) rain barrels will be decorated by local artists and displayed at Brown Deer businesses and community buildings for residents to bid on.			
<u>Program Modifications or Changes to Measurable Goal(s):</u>			
None.			

B. ILLICIT DISCHARGE DETECTION AND ELIMINATIONScreening Strategy (priority areas identified in plan?):

The Village's 16-major outfalls are screened twice annually as per the Village's permit.

Number of Outfalls Screened, Parameters Used, Detection Limits:

All 16-major outfalls were screened by Village DPW staff. Screening was done in spring and fall of 2014 during dry weather to check for illicit discharges. Water samples are also taken and tested for temperature, chlorine, copper, lead, iron, nitrate, nitrite, phenols, detergents, phosphates, pesticides, peroxide, chloride, salt, and pH.

Number of Illicit Discharges / Illegal Connections Detected (identify outfall ID numbers):

None. Zero illicit discharges were detected at any of the 16-major outfalls.

Number of Complaints Received and Summarize Result(s) of Follow-Up (include description of sewershed investigation):

No complaints were received related to the 16-major outfalls.

Screening Strategy for Next Reporting Year (identify priority areas / basins and outfall ID's):

All 16-major outfalls will again be screened twice annually for the next reporting year in 2015.

Storm Sewer Map Updated? (summarize changes identifying basins and outfall ID's):

Yes, the stormwater system map has been updated to reflect the storm sewer additions/changes as part of the W. Dean Road project (between N. 55th Street & N. Teutonia Avenue/CTH D) and the W. County Line Road project (between N. 67th Street & RR tracks).

C. CONSTRUCTION SITE POLLUTANT CONTROLTarget Number of Inspections (measurable goal, can be represented as percentage of permits issued):

All (100%) projects are inspected for construction site erosion control compliance.

Number of Permit Applications Received / Number of Permits Issued:

The following erosion control plans were submitted: W. County Line Road (N. 67th Street to RR tracks), W. Dean Road (N. 55th Street to N. Teutonia Avenue/CTH D), Bradley Crossing Phase II, CDRG Garage Addition, Goodwill, Lighthouse Senior Apartments, Metro Storage, Verizon Cell Phone Tower (Total Number = 8)

Individual(s) Responsible for Plan Review, Inspection, and Enforcement Procedures

Matthew Maederer (Director of Public Works), Nate Piotrowski (Community Development Director), Jim Buske (Engineering & GIS Services Manager), and Kirk Radtke (Building Inspector).

Number of Inspections Completed:

During the course of construction activities and construction duration a total of 8-site visits and inspections were completed.

Number of Enforcement Actions and Description:

A total of 2-enforcement actions were taken, 1-action item at 2-separate job-sites. Both items were immediately corrected after the deficiencies were made present. One infraction involved missing silt fence/inlet protection and the other involved a tracking pad.

Changes in Inspection and /or Enforcement Strategy and Protocol:

The Village plans to continue with its current protocol.

D. POST-CONSTRUCTION STORM WATER MANAGEMENTNumber of Storm Water Management Plans Reviewed:

The number of SWMPs received in 2014 = 3-total. Metro Storage, Goodwill, Lighthouse Senior Living.

Approved or Scheduled Ordinance Updates:

None. There were not any ordinance changes in 2014. In 2015 staff will be drafting an ordinance revision requiring commercial properties with approved SWMPs to submit annual maintenance activity reports ensuring compliance with their approved SWMP on file at the Village. Additionally, in 2015 the Village is working with 1000 Friends of Wisconsin on stormwater management ordinance revisions to replace outdated language and to include current stormwater regulations.

Number of Redevelopment Sites Reviewed:

The number of redevelopment sites reviewed = 3-total. Metro Storage, Goodwill, Lighthouse.

Are you Documenting TSS Reductions Achieved on Redeveloped Sites? (for later inclusion in MS4 pollutant loading analysis):

Yes, the Village requires WinSLAMM analysis on all redevelopment sites to ensure a 40% TSS reduction is achieved for all redevelopment sites (80% for new development).

Inspection and/or Scheduled Maintenance of Facilities Where a Long-Term Maintenance Agreement was Recorded:

None.

E. POLLUTION PREVENTIONEstimate quantity of Street Sweepings and Catch Basin Cleanings Collected:

Total tonnage of street sweepings collected throughout the Village was 85.82-tons. The total number of catch-basins cleaned were 538-basins (twice).

Summarize Findings of Municipal Yard Inspection(s), SWPPP Implemented and Up to Date?:

All yard inspections remain in compliance. There were no changes to the Village's site/yard or storage of materials.

Updates to Yard Waste Collection:

Pavement patching (resurfacing) occurred within the recycling center/yard waste drop-off location.

Winter Road Maintenance Program (description and estimate quantity of anti-icing or deicing materials used):

The Village has significantly cut-back on the use of road salt and deicing materials starting in 2008. The 2013/2014 winter was mild with near average to normal snow accumulation. The Village used approximately 750-tons of road salt and 2,635-gallons of deicing liquid.

Planned Activities for Next Reporting Year:

The Village will continue to reduce the use of road salt and deicing liquid as traffic safety factors dictate. The Village is also considering using a brine salt mix for the winter of 2014/2015 to supplement our road salt usage.

Program Modifications or Changes:

No program modifications or changes are planned at this time.

F. STORM WATER QUALITY MANAGEMENT

Pollutant Loading Analysis:

Date of last model run:	<u>March 27th, 2002</u>	"No Controls" Load (tons/yr):	<u>299</u>	"With Controls" Load (tons/yr):	<u>185</u>
Model Version Used:	<u>WinSLAMM Version 8.4.1</u>	Average Unit Area Load (lbs/acre/yr):	<u>0.11</u>	TSS Reduction :	<u>38%</u>

Storm Water Management Plan:

If TSS percent reduction is less than 20%, has a strategy been developed under a municipal-wide storm water management planning effort to achieve compliance?

N/A

Projected Timeframe to Achieve 20% TSS Reduction (if applicable):

N/A

BMPs Implemented in Reporting Year:

Three (3) permanent ditch checks were installed on W. County Line Road between N. 67th Street & RR tracks. The ditch checks were installed as a water quantity control measure and to promote roadside ditch infiltration. Nine (9) new catch-basins (with 3-ft sumps) were installed on W. Dean Road between N. 47th Street & N. Teutonia Avenue/CTH D for water quality mitigation.

BMP Maintenance Activities in Reporting Year:

DPW crews continued the catch-basin cleaning program and cleaned out 538 catch basins twice annually. Additionally, DPW crews cleaned-out 7-proprietary devices (Baysaver manhole units). DPW continued the winter salting reduction policy implemented in 2008. DPW also continued the Village's annual re-ditching program on N. 57th Street (W. Dean Road to W. Range Avenue), N. 58th Street (W. Donna Drive to W. Range Avenue), W. Ester Place (N. 59th Street to N. 57th Street), W. Range Avenue (N. 57th Street to N. 58th Street, W. Carolann Drive, W. Glenbrook Road (N. 67th Street to N. 65th Street), W. County Line Road (N. 67th Street to RR tracks), and W. Dean Road (N. 55th Street to N. 51st Street). The total footage of re-ditching was 20,225 LF.

Agreements or Discussions with Other Municipalities to Employ a Regional Watershed Approach?

The Village actively participates with the "North Shore" group's NR 216 permit planning. The North Shore group includes the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay, and the City of Glendale. The Village also contributes to Sweet Water.

Planned Activities for Next Reporting Year:

Continue the Village's annual re-ditching and culvert replacement program.

Program Modifications or Changes to Measurable Goal(s):

None.

Section II. Identify any known or perceived water quality improvements or degradation in the receiving water to which the MS4 system discharges. Where degradation is identified, identify why and what actions are being taken to improve the water quality of the receiving water. Please describe the stream reach or lake effected and the basin / outfall ID contributing to the improvement or degradation.

Re-ditching occurred on N. 57th Street (W. Dean Road to W. Range Avenue), N. 58th Street (W. Donna Drive to W. Range Avenue), W. Ester Place (N. 59th Street to N. 57th Street), W. Range Avenue (N. 57th Street to N. 58th Street, W. Carolann Drive, W. Glenbrook Road (N. 67th Street to N. 65th Street), W. County Line Road (N. 67th Street to RR tracks), and W. Dean Road (N. 55th Street to N. 51st Street). The total footage of re-ditching was 20,225 LF. Permanent ditch checks (3-total) were installed on W. County Line Road between N. 67th Street & RR tracks. Nine (9) new catch-basins (with 3-ft sumps) were installed on W. Dean Road between N. 47th Street & N. Teutonia Avenue/CTH D for water quality mitigation. All water quality mitigation work occurred within the Beaver Creek watershed and Southbranch creek watershed (the receiving navigable waterway is the Milwaukee River).

Section III. Fiscal Analysis

Program Element	Annual Expenditure	2014 Budget	Source of Funds
Public Involvement, Education and Outreach	\$2,165.44	\$2,165.44	Stormwater Utility
IDDE	\$426.18	\$426.18	Stormwater Utility
Construction Site Pollutant Control	\$3,860.75	\$3,860.75	Stormwater Utility
Post-Construction Storm Water Management	\$36,902.43	\$36,902.43	Stormwater Utility
Pollution Prevention	\$163.09	\$163.09	Stormwater Utility
Storm Water Quality Management	\$4,127.21	\$4,127.21	Stormwater Utility
Other (re-ditching)	\$190,000.00	\$190,000.00	Stormwater Utility

I hereby certify that I am an authorized representative of the municipality covered under the MS4 permit for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed and apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name:

Title:

Matthew S. Maederer, P.E.

Director of Public Works/Village Engineer

Authorized Representative Signature:

Date Signed:



5/5/2015

Chapter 13 Annual Report

Annual reports are due on or before April 30th of each year for the preceding calendar year and must be organized by watershed.

Municipality: **BROWN DEER**

Date Submitted: **May 6th, 2015**

Submitted for calendar year: **2014**

A. WPDES STORMWATER PERMIT

Attach a copy of WDNR required annual report. **(Attached)**

B. Inspection and Maintenance Activities [sec 13.12(3)(g)]

Watershed	Name of Approval Project	Inspection/Maintenance Activities
See NR216 Report for 2014 activities – street sweeping, catch basin cleaning, inspection of detention/retention basins, etc. Ch. 13 SWMPs issued in 2014 are Goodwill Industries, Lighthouse Senior Apts, W. County Line Road, and N. 60 th Street.		
Beaver Creek BC 14	Deer Brook Subdivision 43 Single Family Lots Chapter 13	Project was completed in the spring of 2007. 95% of the lots have been developed. The site landscaping is healthy. The wet detention ponds and swales are functioning. Healthy growth was observed in the wet detention basin side-slopes.
Beaver Creek BC 1&2	Hearthside Redevelopment/Goodwill Industries	Currently under construction. Completion Date is scheduled for June, 2015. An infiltration basin and bioretention basin are being constructed for water quantity/quality mitigation.
Beaver Creek BC 27	Audi Dealership Chapter 13	Inspections of basin plantings in 2014 and healthy growth was observed.
Beaver Creek BC 14&15	Walmart Redevelopment Not Chapter 13	Lowes closed and Walmart has completed construction on the site. Further reduction in impervious surface occurred with the addition of landscaped median islands in the parking lot. The pervious pavement system in the parking lot was removed and replaced. The Stormceptor unit in the parking lot remains. Good plant growth was observed in 2014. The pervious pavement also continues to function.
Beaver Creek BC 24	Village of Brown Deer – Brown Deer Road Redevelopment - Concentra	Existing 1.63 acres of which 0.47 acres was impervious. Wet basin continues to function appropriately. Good growth was observed in 2014.
Beaver Creek BC 21&19	General Capital Development 60 th /Brown Deer Road (Beaver Creek Condos). Now a part of Lighthouse Senior Apts.	Good growth on site and at detention pond. Additional seeding and replacement plantings occurred in 2010. Good growth continued thru 2014. The condos have been sold to the Lighthouse Senior Apts.

South Branch Creek SB 6 & 11	General Capital Development Bradley Road – Commercial/Multi-family	Bradley Crossing Phase I is a development residential development that was completed in 2012. Stormwater BMPs are functioning well. Bradley Crossing Phase II is currently under construction with a completion date of June, 2015. Additional stormwater BMPs (bioretention) will be added along with a decrease in impervious surface.
South Branch Creek SB 11	Village of Brown Deer – Bradley Road Redevelopment	The Bradley Road bio-median project is will occur in the summer of 2015. The multi-family development (Bradley Crossing Phase I) BMPs are functioning well. Bradley Crossing Phase II is scheduled to start in the summer of 2014. Impervious surface reduction is a part of the project.
Milw. River MR 12	Deerwood Offices Chapter 13	Project was completed 2008. Inspected basin/swale growth 2014 and healthy growth continues.
Milw. River MR 6	Wheaton Fransiscan Medical Complex Chapter 13	Project was completed in 2009. DPW crews inspected the storm vault unit under the parking lot. The grounds & basins were inspected in 2014 for growth and healthy growth was observed.
Beaver Creek BC 20	TAPCO redevelopment (Not Chapter 13)	The project was completed in 2009. DPW worked with the TAPCO maintenance staff with regards to the stormwater control basin in the summer of 2013. TAPCO maintenance staff submitted a report and photos to DPW detailing the stormwater maintenance completed. All plantings and vegetation were observed to have healthy growth in 2014.
Beaver Creek	BMP – Water Quality Separator Units (10 units), drainage way naturalization	BMP units cleaned and inspected annually, naturalized areas under maintenance contract with yearly reports.
Beaver Creek	Levine Dental/Office Complex Ch 13	Project was completed 2009. Inspection of basin plantings occurred in 2014 and healthy growth continued.
Beaver Creek	Candlewood Suites	The project was completed in 2008. The detention basin was inspected in 2014 for plantings and healthy growth was observed.
South Branch Creek	Library Basin, Churchill Basin, naturalized sections.	Naturalized areas under maintenance contract, Churchill basin cleaned after rain events, 47 th -Dean section concrete invert dropping and natural bed developing. Additional expansion of water storage east of 47 th Street. A proprietary BMP (10K Baysaver) unit added to the W. Dean Road and N. Meadowside Court storm sewer outfall within SB 17 & SB 18. Construction was completed in May of 2013.
South Branch Creek	RRF Site and South Branch Creek Stabilization	Completed 2010. Inspected in 2011 – good growth, Milw. Cty. Pedestrian bridge added. Inspected 2012 – good growth continues. Inspected during the summer of 2014 and good growth continues.
Beaver Creek, South Branch Creek – Milwaukee County Project	Pedestrian/Bike Trail Paving	Addition of 10 ft. wide pedestrian/bike path from Bradley Road to Brown Deer Road and through Village Park. Approximately 1.69 acres – most drains to naturalized ditches and ponds.

South Branch Creek SB 1 & 2	Village of Brown Deer/Brown Deer School District – School District Campus Plan	Rehabilitation of campus with building and parking changes, naturalized areas and storm water basins. Chapter 13, storm water management plan, wet and dry basins, naturalized areas. Inspected during the summer of 2014 and good growth continues. Grading is completed for the new soccer field at N. 55 th Street and W. Dean Road. Construction erosion control practices have been removed.
Beaver Creek (BC-003, BC-002, BC-001)	W. County Line Road (N. 67 th Street to RR tracks)	Approx. 1-mile roadway reconstruction project completed in 2014. The project was joint with the City of Mequon. Stormwater management included re-ditching and the installation of three (3) permanent ditch checks for water quantity/quality mitigation. The ditch checks did wash-out during the heavy rain event of April 9 th , 2015. The ditch checks will be repaired during the month of May 2015.
Beaver Creek (BC-041, BC-031, BC-017, BC-038, BC-025, BC-006, BC-011, BC-003, BC-002)	N. 60 th Street (W. Fairy Chasm Road to W. County Line Road)	Approx. 0.5-miles of roadway reconstruction. Construction will occur during the summer of 2015. Permanent ditch checks will be installed for stormwater quantity/quality mitigation.

C. Proposed Developments

Summary of foreseeable projects subject to sec. 13.10.

Watershed	Project Name	Size of Project	New Impervious Area (acres)	Anticipated Construction Year
Beaver Creek BC 1 & 2	Hearthside Redevelopment	Existing 6.0-acres divided into 3 separate parcels. 2.4-acres developed as Goodwill. Lots 2 & 3 will be developed at a later date.	Existing Impervious Surface = 2.84-acres. Re-developed Impervious Surface = 2.84-acres (assumed complete build-out of Lots 2 & 3). New Impervious Surface = 1.01-acres	Construction started in 2014 with a completion date in June 2015.
Beaver Creek BC 21&19	Lighthouse Senior Apartments (Formerly General Capital Development 60 th /Brown Deer Road)	Existing 2.2642-acres was originally planned as condo development, but has been converted to Senior Apts.	0.22-acre increase in impervious surface as compared to the original condo development build-out plan.	Construction started in 2014 with a completion date in 2016.

Milw. River MR12 & South Branch Creek SB 15	Village of Brown Deer Original Village Streetscape	Existing 46.1 acres of which (91%) was impervious. Final SLAMM 54% +. 1% storm control at basins.	Redevelopment of Original Village District – addition of green spaces, wet stormwater detention basins (2-total), storm sewer inlets, storm sewer piping, and other streetscape items. 42-acres of impervious before construction and 40-acres post construction (4% reduction).	Storm sewer, wet detention basins (2-total), road construction completed in 2013. Landscaping and hardscaping completed in spring of 2014.
Milw. River MR 4 & Beaver Creek BC 8	Stanke Greenhouse site Redevelopment	Existing 11.89 acres of which 2.75 acres is impervious	Unknown at this time.	Unknown, erosion control in 2011 with ditching project. Inspected in 2012, 2013, and 2014.
South Branch Creek SB 6	Village of Brown Deer/Brown Deer School District – Algonquin School Site	Existing 9.05 acres of which 8.15 acres was impervious – demolished and turf established	Unknown at this time	Unknown, school and pavement surfaces have been removed and turf established. Inspected in 2014 and turf is established and maintained by the School District.
South Branch Creek SB 6 & 11	General Capital Development Bradley Road – Commercial/Multi-family	Expansion of existing development. Bradley Crossing Phase II.	Reduction in impervious surface (1% reduction).	Construction is scheduled for completion in 2015.
Beaver Creek BC27 & BC28	Endeavour Corp. (commercial/retail)	Project site is 1.67-acres. This is a new development site.	Preliminary plans indicate 1.1-acres of impervious surface addition	Unknown
South Branch Creek SB11	Metro Storage	Redevelopment of existing site (5-acres, 90% Impervious)	Reduction in impervious surface by 5%.	Completion is scheduled in 2015.
Milwaukee River (MR-011)	Village of Brown Deer – River Park (south of Brown Deer Road, east of Kildeer Court adjacent to the Milwaukee River)	2.5-acre park project (new development)	Addition of 0.60-acres of impervious surface will be added as part of the project. Chapter 13 rules and regulations will apply. A SWMP will be submitted to the district in 2014.	Completion is scheduled in 2015.
Beaver Creek (BC-120)	American TV redevelopment (PAK Technologies & Aldi)	10-acre redevelopment (3-parcels)	Impervious reduction (unknown at this time)	2016

D. Storm Sewer/Culvert Modifications

List projects which increased or will increase storm sewer to greater than 36" diameter or increase capacity of existing stormwater conveyance systems or outfalls.

Watershed	Project Name	Previous Size (inch-diameter)	Previous Capacity (cfs)	New Size (inch-diameter)	New Capacity (cfs)
Beaver Creek (BC-006, BC-156, BC-164, BC-161)	2014 Ditch and Street Rehab Projects	Open Ditch (v-notch)	7.75 cfs	Parabolic Open Ditch (1.5-ft deep average w/ 5:1 backslope and 4:1 foreslope)	14.2 cfs
South Branch Creek (SB-024, SB-025, SB-012, SB-017)	2014 Ditch and Street Rehab Projects	Open Ditch (v-notch)	7.75 cfs	Parabolic Open Ditch (1.5-ft deep average w/ 5:1 backslope and 4:1 foreslope)	14.2 cfs
South Branch Creek (SB-032, SB-030)	W. Dean Road	Open Ditch (v-notch)	7.75 cfs	Parabolic Open Ditch (1.5-ft deep average w/ 5:1 backslope and 4:1 foreslope)	14.2 cfs
Beaver Creek (BC-003, BC-002, BC-001)	W. County Line Road (N. 67 th Street to RR tracks)	Open Ditch (v-notch)	7.75 cfs	Parabolic Open Ditch (1.5-ft deep average w/ 5:1 backslope and 4:1 foreslope)	14.2 cfs

E. Runoff Reduction

List projects that have reduced runoff by removal of impervious surfaces.

Watershed	Project Name	Impervious Area Removed (acres)	Impervious Area Transferred (acres)	Name of Project Transferred To	Date Transfer Occurred
Beaver Creek (BC-006, BC-156, BC-164, BC-161)	2014 Ditch and Street Rehab Projects	Reduction in 0.05-acres of street pavement	0.00-acres transferred	N/A	N/A

F. Multi-jurisdictional Watershed Projects

Watershed	Project Name	Governmental Units Involved	Size of Development (acres)
South Branch Creek	Churchill Basin to Dean Road – remove concrete invert and naturalize with calming pools	Village, WDNR, MMSD, Milwaukee County	Not set – preliminary
Brown Deer Creek	Rehab/Replace Box Culvert	Village, WDNR, Milwaukee – City and County.	None – no changes to flows or storm water quality

For each project identified above, include a discussion relating to the status.

G. Any other plans to increase/decrease runoff volume or peak flow

Watershed	Project Name, if applicable	Increase/Decrease Volume (ft ³)	Increase/Decrease Peak Flow (cfs)
Beaver Creek (BC-006, BC-156, BC-164, BC-161)	2014 Ditch and Street Rehab Projects	Minimal decrease	Decrease – improve storage and infiltration
South Branch Creek (SB-024, SB-025, SB-012, SB-017)	2014 Ditch and Street Rehab Projects	Minimal decrease	Decrease – improve storage and infiltration
South Branch Creek (SB-032, SB-030)	W. Dean Road	Minimal decrease	Decrease – improve storage and infiltration
Beaver Creek (BC-003, BC-002, BC-001)	W. County Line Road (N. 67 th Street to RR tracks)	Decrease (20,676.60 for 2-yr and 285,746.30 for 100-yr)	Decrease – permanent ditch checks
South Branch Creek (2014 – 2015 Project)	Bradley Road Infiltration Median - Village w/ WDNR, MMSD support, grants submitted and approved.	Decrease (construction year 2015)	Decrease (construction year 2015)
Beaver Creek (BC-041, BC-031, BC-017, BC-038, BC-025, BC-006, BC-011, BC-003, BC-002)	N. 60 th Street (W. Fairy Chasm Road to W. County Line Road)	Decrease (construction year 2015) 24,901.20 for 2-yr and 234,959.40 for 100-yr	Decrease – permanent ditch checks

Include a discussion of plans that will reduce runoff management requirements for new impervious surface in response to the removal of impervious surfaces at other sites.



Committee/Board/Commission Reappointment Form

Thank you for your involvement with the Village of Brown Deer. To assist in processing your reappointment, 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 reappointment.

Name: (as you like to be addressed) Don Raba

Address: 8021 N. 38th Street Phone No.: 262-226-0125

E-Mail: dnraba@yahoo.com Years as Brown Deer Resident: 3

What Village committee(s) are you currently serving on? Beautification

Would you like to be re-appointed? (circle one) Yes No

Signature: Donald R. Raba Date: 5-4-15

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: I admire beautiful landscaping

Qualifications for serving on this group: Worked four years during summer breaks for WFB Forestry Dept. Work for Claus Landscaping on the side.

Other Community Involvement: Worked on the Victory Garden in Brown Deer.

Occupation / Employer: JD Logistics - Logistics

Family Details: Single

Leisure Activities / Hobbies: Fishing, Gardening, Hunting, Snowshoeing



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Name: (as you like to be addressed) Alicia Lemke

Address: 8145 N 50th St Phone No.: 262-227-7951

E-Mail: alicia@completesafetyconcepts.com Years as Brown Deer Resident: 10+

What Village committee(s) are you currently serving on? TPS

Would you like to be re-appointed? (circle one) Yes No

Signature: Alicia Lemke Date: 4/14/15

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: _____



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Name: (as you like to be addressed) Bob WAZNIAK

Address: 8087 N. WISN STR Phone No.: 414-313-4925

E-Mail: RWAZNIAK@WI.RR.COM Years as Brown Deer Resident: SINCE 1984

What Village committee(s) are you currently serving on? TRAFFIC & PUBLIC SAFETY

Would you like to be re-appointed? (circle one) Yes No

Signature: [Handwritten Signature] Date: APRIL 20, 2015

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: I FEEL THAT MY EXPERIENCE ADDS ANOTHER LEVEL OF UNDERSTANDING TO THE COMMITTEE AS A WHOLE

Qualifications for serving on this group: SAFETY ENGINEER WITH STATE OF WIS DOT. WORKING ON ZOO INTERCHANGE 35 YRS EXPERIENCE ON WISDOT PROJECTS

Other Community Involvement: CHURCH

Occupation / Employer: STATE OF WISCONSIN DEPT OF TRANSP SOUTHEAST FREEWAYS

Family Details: DEBBIE (WIFE) Collette (18) & Kayla (16) 2 Dogs (Lilly & Kirby)

Leisure Activities / Hobbies: PHOTOGRAPHY, RAILROADS, REMODELING CABIN "UP NORTH"