

SPECIAL VILLAGE BOARD MEETING

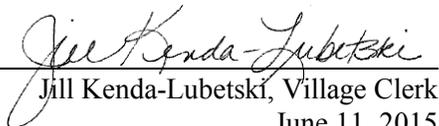
Monday, June 15, 2015, 5:00 P.M.

Meeting to Convene at the Brown Deer Department of Public Works, 8717 North 43rd Street and then to Recess and Reconvene at the Village Hall, Village Board Room, 4800 West Green Brook Drive, Brown Deer, Wisconsin



PLEASE TAKE NOTICE that a special meeting of the Brown Deer Village Board will be held at the Brown Deer Department of Public Works located at 8717 North 43rd Street, Brown Deer, Wisconsin at the above noted time and date.

- I. Call to Order and Roll Call at the Brown Deer Department of Public Works, located at 8717 North 43rd Street, Brown Deer, Wisconsin 53209
- II. Brown Deer Department of Public Works tour of the department for information purposes relative to a feasibility study.
- III. Citizen Comment Period.
- IV. Adjournment at the Brown Deer Department of Public Works.



Jill Kenda-Lubetski, Village Clerk
June 11, 2015

***Notice is given that a majority of the Village Board may attend this meeting to gather information about a future agenda item over which the Village Board have decision-making responsibility, even though the Village Board will not be taking formal action at this meeting.**

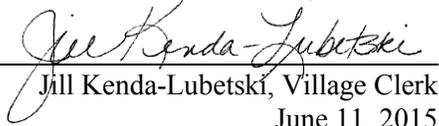
PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

VILLAGE BOARD MEETING
Monday, June 15, 2015
Earl McGovern Board Room, 6:30 P.M.



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: June 1, 2015 Regular Meeting
- V. Unfinished Business
 - A) Liquor License Applications for 2015-2016
- VI. New Business
 - A) Conditional Use Permit Reinstatement for an Outdoor Beer Garden and Recreational Activities at Park View Pub, 7651 North Teutonia Avenue
 - B) Development Agreement with 6700 West Brown Deer Road LLC (PAK Technologies) for a Distribution and Warehousing Operation at 6700 West Brown Deer Road.
 - C) Temporary Class "B" Retailer's License for Brown Deer Foundation Events
 - D) Revised Purchase Agreement with Aldi Inc. (Wisconsin) for Land at 6700 West Brown Deer Road
 - E) Resolution No. 15-, "Room Tax"
 - F) Eat & Greet – Post Event Update
 - G) Adopt-A-Highway Program and Promotion
 - H) Presentation from Department of Public Works
 - I) May 2015 Vouchers
- VII. Village President's Report
- VIII. Village Manager's Report
- IX. Adjournment



Jill Kenda-Lubetski, Village Clerk
June 11, 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
JUNE 1, 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 6:42 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Awe, 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; Jill Kenda-Lubetski, Village Clerk; Mark Thompson, Recreation Supervisor; Lisa Kumbier, Lieutenant of the Brown Deer Police Department; Fernando Moreno, Zoning & Planning Specialist

II. Pledge of Allegiance

III. Persons Desiring to be Heard

Carolyn Mitchell, President, and Dorothy Protz, Treasurer, of the Brown Deer Junior Woman's Club appeared to present the 4th of July Committee with a donation in the amount of \$2,000. Ms. Mitchell specifically requested that all of the monies be applied towards the fireworks presentation.

IV. Consideration of Minutes: May 18, 2015 Regular Meeting

It was moved by Trustee Schilz and seconded by Trustee Bob Oates to approve the minutes from the May 18, 2015 - Regular Meeting. The motion carried unanimously.

V. Unfinished Business

None.

VI. New Business

A) Liquor License Agent Change – Walmart #6394, 6300 West Brown Deer Road

Ms. Kenda-Lubetski explained the previous General Manager of the Brown Deer Walmart, Jason Radliff, accepted a transfer to be the General Manager of a different Walmart store. This transfer created the need to replace the agent on the Class "A" Intoxicating Liquor License and Class "A" Beer License held by Wal-Mart Stores East LP, d/b/a Walmart Store #6394, located at 6300 West Brown Deer Road. Wal-mart Stores East L.P. is requesting Carey Stark, who currently holds an Operator's License for Walmart, be appointed the interim agent. A new General Manager, Joshua Moon, has been hired and will start on June 8, 2015. However, one of the eligibility requirements for being an Agent is that you must be a resident of the State of Wisconsin for at least 90 days. Mr. Moon transferred to the Brown Deer store from a store outside the State of Wisconsin, so it will be necessary for him to wait 90 days before applying to change the agent on the liquor license. It is anticipated that Walmart will come back to the Village and ask the Village Board to consider a change to the agent for the liquor license after the residency requirement is met.

Trustee Boschert asked about the \$15 fee paid. Ms. Kenda-Lubetski verified they would have to pay an additional \$15 fee to appoint the new General Manager and change the agent appointment on the liquor license. Trustee Schilz inquired on whether Walmart was planning on introducing the new manager to Chief Kass. Mr. Hall verified that a meeting was already scheduled for this week.

It was moved by President Krueger and seconded by Trustee Schilz to grant a Liquor License Agent Change – Wal-Mart #6394, 6300 West Brown Deer Road. The motion carried unanimously.

B) Liquor License Applications for 2015-2016

The Village experienced a problem with the publication of the liquor licenses in the NOW that was missed/overlooked by NOW staff. The publication is scheduled to appear in the June 4, 2015 issue of the NOW. Attorney Fuchs explained that a motion to approve a layover is necessary due to the requirement of the liquor license publication before approval of liquor license applications can be granted. Ms. Kenda-Lubetski addressed some complications with a couple of applications. One is in debt to the water department and also to their wholesaler. The next establishment is also in debt to the water department and a request by the State of Wisconsin Department of Revenue to deny the liquor license because of a non-valid seller's permit. They have until June 30, 2015 at midnight to resolve these issues.

It was moved by Trustee Schilz and seconded by President Krueger to layover the Liquor License Applications for 2015-2016. The motion carried unanimously.

C) Waiving of 4th of July License and Permit Applications and Waiving of Village of Brown Deer License and Permit Fees

Mr. Thompson discussed that the 4th of July Committee is requesting to waive license and permit applications and fees continuously associated with the 4th of July celebration, until otherwise determined by the Village Board. Mr. Hall reemphasized the fact that we do this every year and instead of creating another agenda item each year, it will be continuous unless otherwise noted by the Village Board. Trustee Schilz wanted to know if new vendors became part of the event, if they would automatically be waved. Mr. Hall reassured the board that we would make them aware of all vendors that wanted to be part of the 4th of July event.

It was moved by Trustee Springman and seconded by Trustee Oates to approve waiving of 4th of July license and permit applications and waiving of Village of Brown Deer license and permit fees. The motion carried unanimously.

D) Resolution No. 15-, “A Resolution Waiving Notice of By-Law Amendment, Meadowside Subdivision”

Attorney Fuchs offered a proposal, that was also presented to and agreed by staff, to change the subdivision by-laws to discontinue the need to amend by-laws through the Village Board and instead let the Homeowners Association take complete control of their by-laws. President Krueger was concerned that we would not be included in certain development issues. Attorney Fuchs assured the board that this would only be for the by-laws and not for the development's agreements. Mr. Piotrowski went on to discuss how this came about and the research that entailed. Trustee Schilz vocalized concerns of the streetlights and other cosmetic areas of the subdivision. Attorney Fuchs stated that this would be a development change that would need to come before the board. The by-laws will be the only things that need to be changed. Mr. Piotrowski explained that to the best of his knowledge, the development agreement protects the village for items that could become public concern, as well as the storm water management ordinance that protects the pond.

It was moved by President Krueger and seconded by Trustee Boschert to approve Resolution No. 15- “A Resolution waiving notice of By-Law Amendment, Meadowside Subdivision”. The motion carried unanimously.

E) 2015 Emerald Ash Borer Treatment Project

Mr. Maederer explained the process of every year completing an Emerald Ash Borer treatment in two year cycles. It has proven to be successful. Last year this was done internally; however, we lost that staff person and will have to train a new person. The process includes injecting the treatment into the tree to kill the insect eggs. President Krueger asked if there was a per tree cost. Mr. Maederer explained that it depends on the thickness, but there is normally an average cost of \$175 per tree. Trustee Awe asked about the tree replacement. Mr. Maederer explained no ash trees are used as replacements, and they try to use various trees so if another problem arises with a certain species of tree it does not destroy a large area.

It was moved by Trustee Oates and seconded by Trustee Springman to approve 2015 Emerald Ash Borer Treatment project. The motion carried unanimously.

F) Village of Brown Deer Community Garden

Trustee Oates described the few constituent requests he has received over the past few months regarding developing a community garden. Discussion ensued regarding the creation of a community garden. Mr. Hall discussed the potential problems that could come up. Mr. Piotrowski described the opportunities currently available. Trustee Oates asked the local government to try and find groups within the community that would be interested in managing one of these gardens and also a survey to see where interest levels are.

G) Presentation by Community Services Department on Code Enforcement

Mr. Moreno described his daily routine and his proactive and reactive steps to satisfy a request Trustee Boschert had regarding our code enforcement. Trustee Boschert asked how people are made aware of their code violation. Mr. Moreno explained that they provide their complaints as anonymous, unless they desire their names to be mentioned. Mr. Maederer then further explained how to use the GIS system when looking for foreclosed houses. Trustee Schilz wanted to know if there was a follow up for every phone call. Mr. Moreno explained that he writes down and returns every phone call as long as they leave a return phone number. Trustee Springman asked about pods and unauthorized signs. Mr. Moreno described his method of keeping track of the time period pods are visible and if the sign is unauthorized it is pulled from its location. President Krueger mentioned to keep up the good work.

H) Presentation by the Brown Deer Police Department

Chief Kass gave a presentation reviewing the success of the police department and what programs have been successful, as well as highlighted areas that they are planning on advancing.

VII. Committee Appointments

It was moved by President Krueger and seconded by Trustee Boschert to approve the appointment of Otto Bunge to the Board of Review. The motion carried unanimously.

VIII. Village President's Report

- Went to Madison for League of Municipalities Lobby Day.

IX. Village Manager's Report

- Eat & Greet Celebration reminder, June 6, 2015 from 3-8 p.m.
- Farmers Market reminder starting June 10, 2015 from 9:00 a.m. – 6:00 p.m.
- The next Village Board meeting will be starting at 5:00 p.m. at the DPW

- Discussed the changes that might become effective regarding hotel tax
- Discussed where we stand with the school district regarding the memorandum of understanding

X. Adjournment

It was moved by Trustee Oates and seconded by Trustee Boschert to adjourn at 8:31 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board

ITEM DESCRIPTION: Liquor License Applications for 2015-2016

PREPARED BY: Jill Kenda-Lubetski, Village Clerk *Jill*

REPORT DATE: June 11, 2015

RECOMMENDATION: Review and approve/deny the list of applications who have applied to obtain a license for intoxicating liquor and fermented malt beverages.

EXPLANATION: Attached for your review is a listing of the businesses in the Village of Brown Deer who have made application to obtain a license to sell Intoxicating Liquor and Fermented Malt Beverages for the 2015-2016 license period. It should be noted that all of the establishments who have filed an application have paid the required fee(s) associated for obtaining such license.

A mandatory background check was conducted by the Police Department of the Agent of each business who filed an application to sell Intoxicating Liquor and Fermented Malt Beverages. The agent for each establishment was approved satisfactorily by the Police Department and the Chief of Police signed off on each agent. The attached listing of liquor applications appeared in the June 4, 2015 edition of the **Now**, the Village's official newspaper for legal publications.

We have one establishment that owes the Village of Brown Deer water utility department \$4,131.41 in water arrears. The business owner spoke with me as well as Michael Hall, Village Manager, on Wednesday, June 10, 2015. The business operator advised the Village Manager that he believed he would be able to resolve and pay the full balance due the water department by June 30, 2015.

We have another business that has outstanding debt also due to the water department in the amount of \$3,319.95. On May 29, 2015, the Village received a notice from the Wisconsin Department of Revenue requesting that we deny the liquor license to this same business, because the DOR is claiming the business does not hold a valid seller's permit or use tax registration certificate. I spoke with the owner of this business on Friday, June 5, 2015, and advised him of these outstanding issues and concerns. He assured me that both matters would be resolved the week of June 8th. I checked with the water department and the outstanding water balance has not been paid. I also checked with the Wi-DOR to see if the seller's permit number/tax registration certificate issue has been resolved. As of Thursday, June 11, 2015, the matter is not resolved.

An update on any outstanding issues will be provided at the Village Board meeting on Monday night.

Pursuant to State Statutes and the Village Code, all intoxicating liquor license applications must be presented for consideration and approved by the Village Board.

Notice is hereby given that the following persons, with locations of proposed premises, have made application to the Village of Brown Deer for licenses to sell intoxicating liquor and fermented malt beverages in the Village of Brown Deer, the granting of which is now pending:

<u>Name of Applicant</u>	<u>Trade Name</u>	<u>Address</u>	<u>Agent</u>	<u>Agent Address</u>
Apple Hospitality Group, LLC	Applebee's Neighborhood Grill & Bar #274	9080 N. Green Bay Road	Richard Kim	1826 North 19th Street
BDL, Inc.	Brown Deer Lanes	4715 W. Bradley Road	Kim	9235 North 60th Street
Celebrations, LLC	Celebrations Banquet Hall and Lounge	4740 W. Bradley Road	Barry	3760 North 53rd Street
Blue Ribbon Lodging, LLC	Courtyard by Marriott	5200 W. Brown Deer Road	Daryl R. Louis	8524 North 59th Street
GFTR, Inc.	Family Table Restaurant	6598 W. Brown Deer Road	Gail	N114 W15148 Vicksburg Avenue
Metavante Corporation	FIS	4900 W. Brown Deer Road	Jessica Alf	8334 North 52nd Street
Habanero's Inc.	Habanero's Mexican Kitchen	3900 W. Brown Deer Road	Jessica Alf	1309 Starr Grass Drive
BDM Hotel, Inc.	Holiday Inn Express	4443 W. Schroeder Drive	Alif	8003 West Knightsbridge Drive
Larry's Brown Deer Market, Inc.	Larry's Brown Deer Market	8737 N. Deerwood Drive	Steven L. David G.	N80 W5704 Woodland Road
Toto's, Inc.	Oto's Wine & Spirits	4600 W. Brown Deer Road	David G.	9732 Huntington Drive
Sons of Bob, LLC	Park View Pub	7651 N. Teutonia Avenue	Jill V.	7651 North Teutonia Avenue
Mega Marts, LLC	Pick 'n Save #8867	9200 N. Green Bay Road	Stacy L.	3278 North Burfum Street
4134, LLC	Poco Loco Cantina	4134 W. River Lane	James R.	4073 West Rivers Edge Circle, #15
River Lane Inn, Inc.	River Lane Inn	4313 W. River Lane	Sharon	8310 North Poplar Drive
Rollie's Tavern, Inc.	Rollie's Tavern	7751 N. Teutonia Avenue	Howard M.	7741 North Teutonia Avenue
Zefam Assoc., Inc.	Four Points by Sheraton Milwaukee North	8900 N. Klidder Court	David J.	9335 North River Bend Court
Tripoli Country Club	Tripoli Country Club	7401 N. 43rd Street	Carey L.	10331 West Port Circle
Wal-Mart Stores East, LP	Wal-Mart #6394	6300 W. Brown Deer Road	Torrey	1632 Legend Circle
Millonzi's Entertainment Group, LLC	Zi's Sports Pub & Eatery	8777 N. Deerwood Drive	Millonzi	W192 N5665 Spencers Pass
				Sheboygan, WI 53081
				Brown Deer, WI 53223
				Milwaukee, WI 53216
				Brown Deer, WI 53223
				Germautown, WI 53022
				Brown Deer, WI 53223
				Madison, WI 53719
				Mequon, WI 53097
				Cedarburg, WI 53012
				Mequon, WI 53097
				Brown Deer, WI 53209
				Milwaukee, WI 53212
				Fox Point, WI 53217
				Brown Deer, WI 53209
				River Hills, WI 53217
				Mequon, WI 53092
				Waukesha, WI 53189
				Menomonee Falls, WI 53051

Dated this 21st day of May, 2015.
Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	June 8, 2015 Plan Commission Agenda Item
PREPARED BY:	Nate Piotrowski, Community Development Director
REPORT DATE:	June 11, 2015
RECOMMENDATION:	See Item Below
EXPLANATION:	<p>A summary of the Plan Commission's agenda items and recommendations are listed below. There are 2 items that require Village Board action. Please note that the initial staff reports and supporting documentation were in the previously distributed Plan Commission packet. Attached for your review is the draft Plan Commission meeting minutes of June 8, 2015 along with a final version of the amended conditional use permit and development agreement.</p> <p>Plan Commission Agenda items requiring action:</p> <p>A) Review of determination and recommendation on conditional use permit reinstatement for an outdoor beer garden and recreational activities at Parkview Pub, 7651 N. Teutonia Avenue</p> <p>Recommendation: Recommend approval of an amended conditional use permit Requested Action: A motion to approve the amended conditional use permit</p> <p>B) Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road</p> <p>Recommendation: Recommend approval of the development agreement Requested Action: A motion to approve the development agreement</p>

**BROWN DEER PLAN COMMISSION
JUNE 8, 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 6:32 P.M.

I. ROLL CALL

Present: President Carl Krueger; Trustee: Jeff Baker; Commissioners: Ryan Schmitz, Susan Bellehumeur, Al Walters, Dan Bednar, Jeff Jaroczynski

Also Present: Michael Hall, Village Manager; Nate Piotrowski, Community Development Director; Village Attorney Rebecca Boyle

Excused: Trustee: Tim Schilz; Commissioner: Bill Hoffmann

II. PERSONS DESIRING TO BE HEARD

None

III. CONSIDERATION OF MINUTES: April 27, 2015 – Special Meeting

It was moved by Commissioner Schmitz and seconded by Commissioner Jaroczynski to approve the special meeting minutes of April 27, 2015. The motion carried unanimously.

IV. REPORT OF STAFF/COMMISSION MEMBERS

Mr. Hall reported that Village Staff continues to work on the listing and marketing of the Bradley West, Lighthouse and Algonquin School site with RFP Commercial. Mr. Piotrowski added that the Farmers Market starts this week and the first Vibes concert will be held next week Wednesday.

Trustee Baker asked when JFS would build the community center and gardens as part of the second phase of Bradley Crossing. Mr. Piotrowski replied that JFS intends to create these two spaces but they continue to seek funding to help cover costs.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

A) Review of determination and recommendation on conditional use permit reinstatement for an outdoor beer garden and recreational activities at Parkview Pub, 7651 N. Teutonia Avenue

Mr. Piotrowski reviewed the proposed reinstatement and mentioned the requested changes to remove the ID card reader and landline phone requirement along with extending the hours until 10pm. He then introduced the applicant Jeff Coker, representing the owner Jill McNutt.

President Krueger asked Police Chief Kass why the position of the department has changed since the last two reviews. Chief Kass replied that the bar has not been involved in any recent complaints and noted that the department was willing to again try to work with the business to allow such a land use.

Trustee Baker asked if any other bars required an ID card reader. Chief Kass replied that he was not aware of any.

Trustee Baker asked the applicant what has changed at the bar to result in a better atmosphere. Mr. Coker replied that the bar staff has worked hard to remove undesirable clientele and promote an environment of respect. He noted that many patrons at the bar are from the adjacent neighborhood now as opposed to outside negative influencers.

Commissioner Bellehumeur asked if public notice was sent to the neighbors. Mr. Piotrowski replied that because the application was being reviewed within a one year timetable from the last public hearing in 2014 a full public notice process was not followed. He noted that at the previous public hearings in 2013 and 2014 no complaints were noted nor were there any direct complaints to his office.

Commissioner Schmitz asked if the improvements noted on the original conditional use permit remain “as-is”. Mr. Coker replied that the old plan remained accurate.

It was moved by Trustee Baker and seconded by Commissioner Schmitz to recommend approval of the reinstatement of the Conditional Use Permit with the requested modifications to the Village Board. The motion carried unanimously.

B) Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road

Mr. Piotrowski reviewed the proposal. Dave Greif of Pak Technologies provided further details about PAK’s operational plan, business operating systems and trucking needs.

Commissioner Jaroczynski asked for a clarification as to the proposed truck flow. Mr. Grief explained that trucks would circulate counter clockwise around the building utilizing docks on the north, south and east ends of the facility. Mr. Piotrowski further noted that Staff worked with PAK to minimize the trucking impact on eastern loading docks and Park Plaza Court. He added that the development agreement contained language that held PAK responsible for a cost share on roadway maintenance due to their encroachment into the right of way.

Commissioner Bednar asked if the northern docks were fully internal. Mr. Grief replied that they were internal and that this was a positive feature for security reasons.

Ms. Bellehumeur asked if there was sufficient clearance and access on the eastern dock particularly in winter with snow and ice. Mr. Grief replied that the docks on the east side would provide adequate clearance due to wider spacing and that they would not be depressed but rather pitched toward the road to help with drainage.

Commissioner Jaroczynski asked why hours of operation until 11pm were being requested when the building was likely to only be staffed until 2:30p.m. Mr. Grief replied that this request was made to accommodate situations where later activity would need to take place to fulfill orders or to accommodate special deliveries.

President Krueger asked if trucks were to be shut down during deliveries. Mr. Piotrowski replied that the development agreement would require this.

It was moved by Commissioner Bednar and seconded by Commissioner Schmitz to recommend approval of the Development Agreement to the Village Board. The motion carried unanimously.

VII. ADJOURNMENT

It was moved by Commissioner Bellehumeur and seconded by Commissioner Walters to adjourn at 7:16 P.M. The motion carried unanimously.



AMENDED
CONDITIONAL USE PERMIT
Outdoor Beer Garden and Recreational Activities
 Document Title

Document Number

Before the Village Board of the Village of Brown Deer, in regard to Premises at **7651 N. Teutonia Ave.** located in the SE 1/4 of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, further described in attached **Exhibit "A"**.

WHEREAS, the Zoning Code and Zoning District Map of the Village of Brown Deer, pursuant to State Statutes, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

WHEREAS, a Petition has been made by Parkview Pub, and public hearing held thereon, and the Village Board of the Village of Brown Deer having determined that by reason of the particular nature, character, and circumstances of the proposed use, the proposed use with the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

NOW, THEREFORE, this Conditional Use Permit is granted authorizing that Exhibits A and B be used for the purpose of an **Outdoor Beer Garden and Recreational Activities** subject to compliance with the terms and conditions hereinafter stated in this Conditional Use Permit (hereinafter the "Permit").

Recording Area

Name and Return Address:

Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223

086-8983

Parcel Identification Number (PIN)

GRANTED, by action of the Village Board of the Village of Brown Deer this **19th** day of **May, 2008**, **2015**.

Russell Van Gompel/Jill-Kenda-Lubetski, Village Clerk _____ Carl Krueger, Village President

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20**1508**, the above-named Carl Krueger, Village President and Russell-Jill Kenda-Lubetski/Van Gompel, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

Notary Public, State of _____ SEAL

My commission: _____

CONDITIONAL USE PERMIT ACCEPTANCE: This Conditional Use Permit is hereby accepted this ____ day of _____, **201508**.

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

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

This Conditional Permitted Use Permit Acceptance was acknowledged before me this ____ day of _____, 2008, by

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

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

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

Notary Public, State of _____ SEAL

My commission expires: _____

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

**AMENDED CONDITIONAL USE
PERMIT**

**Outdoor Beer Garden and
Recreational Activities**

086-8983

Document Number

Document Title

Parcel Identification Number (PIN)

THE CONDITIONS of this Permit are:

1. This Permit is granted to Sons of Bob, LLC, upon the representation that it is the owner of the Premises and shall become effective upon the execution of the acceptance hereof by Sons of Bob, LLC, as the owner of the Premises and upon recording shall constitute a covenant running with the land. The Permit may not be assigned until after it has become effective. No assignment of this Permit shall be effective until the assignee delivers written notice of the assignment to the Village Board, duly undertakes in writing to comply fully with the provisions of this Permit, satisfies any monetary security requirements of this Permit and cures any violations of this Permit. This Permit shall not be assignable to any person or entity that is not a tenant of the Premises.
2. The Permit shall be void unless, pursuant to the Building and Zoning Codes of the Village, the approved use commenced or the building permit is obtained within 12 months of the date of the Village Board approval noted above. Construction shall be completed within 12 months of the date the building permit is issued.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Brown Deer.
4. Operation of the use permitted shall be in strict conformity to the conditions set forth herein.
5. Conditions on the operation.
 - a. Type of operation permitted: **Outdoor Beer Garden and Recreational Activities**. The use of the Premises as an outdoor beer garden and recreational activities shall be in substantial compliance consistent with the plans set forth in the Site Plan and submitted to the Village of Brown Deer in support of the request for this Permit, which is attached as Exhibit B and made part of this Permit. No use of the areas of the premises not identified in the site plans for the proposed use may be used without approval by the Village pursuant to its Zoning Code.
 - ~~b. Hours during which operation is permitted: **10:00 am to 9:30-10:00pm, Sunday-Thursday, 10:00 am to 9:30pm Friday and Saturday.**~~
 - b.
 - c. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable Village Ordinances: **Per the Village Zoning Code.**
 - d. Prior to the commencement of the Outdoor Beer Garden and Recreational Activities and/or improvements, the Plat of Survey of the Premises shall be updated to show the location of the horseshoe pits, volleyball court, and fencing. The updated Plat of Survey shall be submitted to the Village of Brown Deer and made part of this Conditional Use Permit as Exhibit B.
 - e. Duration of Conditional Use: **For an initial period of one year. To be reviewed one year from the date of approval. If there are no documented complaints about the permitted use, or if documented complaints have been resolved to the satisfaction of the Village Board, the Permit, upon petition of the land owner and upon recommendation of the Plan Commission and approval of the Village Board, may be continuous pursuant to Chapter 10-10.08 of the Village of Brown Deer Zoning Code.**
6. Conditions of the Building other than in accordance with the approved building plans.
 - (1) **Any new signage shall be reviewed and approved by the Village of Brown Deer Building Board.**

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**AMENDED CONDITIONAL USE
PERMIT**

**Outdoor Beer Garden and
Recreational Activities**

086-8983

Document Number

Document Title

Parcel Identification Number (PIN)

7. Conditions on the Site other than in accordance with the approved site plan.
- a. Outside storage of Materials, Products or Refuse (location and screening thereof):
 - (1) **There must be no exterior storage of supplies, building materials or equipment. All alcohol shall be kept inside the principal structure after beer garden operating hours.**
 - (2) **The property must be kept free and clear of litter and debris.**
 - (3) **The owner must provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department.**
 - b. Finished topography and building grades, retaining walls, storm water run-off:
 - (1) **None.**
 - c. Sign location, size, design:
 - (1) **Per Chapter 7 of the Zoning Code and as approved by the Village of Brown Deer Building Board.**
 - d. Exterior lighting of the site, location, design and power:
 - (1) **Adequate lighting for the outdoor beer garden must be provided. Said lighting must be down directed and shielded so as to prevent excessive light trespass onto adjacent property and must be approved by the Brown Deer Police Department. An electrical permit is required for the outdoor lighting.**
 - e. Other:
 - (1) **The number of patrons in the outdoor beer garden must not exceed one hundred (100). The owner shall have the ability to request, as part of a tavern entertainment permit, an expansion of permitted capacity up to one hundred and fifty (150) persons.**
 - (2) **Outdoor sales must be overseen by a licensed bartender.**
 - (3) **Furniture should be wood or wrought iron.**
 - (4) **Umbrellas, if utilized, must be made of a solid color cloth material and must not contain any advertising. All umbrellas must be secured in order to prevent them from dislodging during severe weather or other event which could cause damage or injury.**
 - (5) **The use of loud speakers and or amplified sound is prohibited unless utilized in conjunction with an event for which a special tavern entertainment permit is issued by the Village Manager per Volume 1 of the Brown Deer Village Code, Section 5-14.08. The use of portable radios, stereos or music players is permitted as long as the device is not connected to some type of separate sound amplifier. Noise emanating from the recreational uses and or beer garden shall be regulated per the Village Noise Ordinance, Article 35 of Chapter VI of Volume 1 of the Brown Deer Village Code.**
 - (6) **The Outdoor Beer Garden and Recreational Activities area of the Premises must be fully enclosed with fencing so as to prevent access to and from adjacent properties. The fencing may incorporate buildings, such as a garage to serve as a barrier to entry in place of continuous fencing. A fence permit from the Brown Deer Building Inspection Department is required.**
 - a. **Fencing along the west, north, and south property lines shall be a privacy style fence.**
 - b. **Fencing along the eastern portion of the outdoor beer garden shall allow for visual observation of the outdoor beer garden area by the Brown Deer Police Department.**
 - c. **Access gate shall only be permitted on the eastern-most portion of the fencing.**
 - d. **All fencing on the Premises shall be properly maintained.**

- (7) The outdoor beer garden must be reviewed and approved by the North Shore Health Dept.
- (8) The horseshoe pits and all accessory structures including but not limited to lighting fixtures, trash cans and drink stands, must be fully contained on the owner's property within the fenced area.
- ~~(9) An electronic identification card reader, which verifies the age, prints a receipt, tracks the clerk and prints a batch report, must be utilized at all locations where alcohol is served. This device must be approved by the Brown Deer Police Department.~~
- ~~(40)~~(9) Properly maintained outdoor toilet facilities with hand washing stations shall be provided on the Premises.
- ~~(44)~~(10) Customer parking for the Outdoor Beer Garden and Recreational Activities shall not interfere with the parking arrangements of other nearby businesses or residents.
- ~~(42)~~(11) Any hazardous conditions or deficiencies identified by the Village shall be corrected by the owner to the satisfaction of the Village within 30 days of written notification.
- ~~(43)~~(12) A sign, detailing that no alcoholic beverage can be carried outside the beer garden shall be posted at all exits.
- ~~(14) A landline phone shall be installed in the beer garden area to facilitate emergency communication with the Brown Deer Police Department.~~
- ~~(45)~~(13) It is prohibited to carry or consume any alcoholic beverages outside of the fenced outdoor beer garden and it is prohibited to carry or consume any alcoholic beverages outside of the principal structure.

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Exhibit A

That part of the Northwest ¼ of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: commencing at the southwest corner of said ¼ section; thence N 89°14'22" E along the south line of said ¼ section 1340.00 feet to a point; thence N 14°30'44" W on a line 407.67 feet to the point of beginning of the land to be described; thence continuing N 14°30'44" W on a line 135.89 feet to a point; thence N 89°14'22" E on a line parallel to the south line of said ¼ section 281.69 feet to a point in the west line of North Teutonia Avenue; thence S 12°06'05" E along the west line of said North Teutonia Avenue 134.62 feet to a point; thence S 89°14'22" W on a line parallel to the south line of said ¼ section 275.86 feet to the point of beginning.

Exhibit B
Site Plan

**PLANNED DEVELOPMENT AGREEMENT WITH BROWN DEER 6700 LLC FOR A WAREHOUSE
AND DISTRIBUTION FACILITY AT 6700 W. BROWN DEER ROAD**

This **DEVELOPMENT AGREEMENT** entered into this ____ day of _____, ~~20~~—**2015** (hereinafter referred to as the “Development Agreement” or in the alternative the “Agreement”), by and between **BROWN DEER 6700 LLC**, a Wisconsin limited liability company (hereinafter referred to as the “Developer”), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as “Brown Deer” or the “Village”).

WITNESSETH:

WHEREAS, the Developer is the owner of Lot 2 of Certified Survey Map _____ (the “Property”); and

WHEREAS, the Developer intends to utilize the Property and all buildings and improvements on the Property for a warehousing and distribution facility as depicted on Exhibit 1 (hereinafter collectively referred to as the “Development”); and

WHEREAS, an application has been made to the Village by Developer for approval of this Agreement authorizing and governing the operation of the Development; and

WHEREAS, said Development is located in the PD Planned Development District and the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood in which the Development is located; and

WHEREAS, this Development Agreement shall be the Plan of Operations and shall be deemed to be in compliance with Section 121 of the Brown Deer Village Code if favorably recommended by the Plan Commission and approved by the Village Board; and

NOW, THEREFORE, the parties in consideration of the mutual covenants herein contained agree as follows:

1. Except as specifically permitted herein, no other buildings or additions to the existing building shall be constructed on the Development without prior written approval of the Board of the Village.
2. Developer is hereby authorized to construct the Development in strict conformity with plans submitted to and approved by the Village, said plans attached hereto, made a part hereof and marked as follows:

- Exhibit 1: Site Plan
- Exhibit 2: Building Elevations (Approved by the Brown Deer Building Board)
- Exhibit 3: Landscaping Plan (Approved by the Brown Deer Beautification Committee)
- Exhibit 4: Consent of Mortgagee
- Exhibit 5: TIF Bond Schedule – GTI Period

The Developer agrees that all plans shall require final approval of construction details by Village Staff, Village Board or appropriate Village reviewing authority, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances, or requests of required boards and committees consistent with applicable ordinances and the authority of such boards and committees. Such approval is not to be unreasonably withheld, conditioned or delayed.

3. The Developer agrees that all plans for public and private improvements to serve the Development shall be approved by the Village and/or Building Inspector as applicable before such plans can be implemented.

4. The Developer shall be responsible for ~~up to a maximum of Four Thousand Dollars (\$4,000.00)~~ of expenses that the Village may incur by virtue of any special or extraordinary conditions that arise prior to or during construction of the Development that require inspections, plan review, legal, surveying, publication and engineering costs and studies ~~pertaining to the Development in an amount not to exceed Four Thousand (\$4,000) dollars in addition to customary costs of the Village to process and issue building permits and conduct final inspections of the constructed Development.~~

5. The Development is currently being assessed at less than its base value at the time of formation of Tax Incremental District #3 ("TIF #3"). Therefore the Village of Brown Deer, or in the alternative the Community Development Authority of the Village of Brown Deer, will provide Developer redevelopment assistance as follows, the Village finding that but for such assistance redevelopment would not be economically feasible:

- a. \$400,000.00 to be paid at Developer's direction upon Developer's occupancy, or closing of the sale of the Property, whichever is earlier.
- b. \$110,000.00 in redevelopment funding payable in 2017 as soon as reasonably practicable after payment of the 2016 real estate taxes.
- c. \$115,000.00 in redevelopment funding payable in 2018 as soon as reasonably practicable after payment of the 2017 real estate taxes.
- d. \$125,000.00 in redevelopment funding payable in 2019 as soon as reasonably practicable after payment of the 2018 real estate taxes.

6. Guaranteed Tax Increment ("GTI"). Developer agrees that commencing not later than December 31, 2015, the Development shall have a fair market value of not less than \$3,500,000.00 (the "Minimum Value").

- a. If the Development does not have a fair market value equal to or greater than the Minimum Value as of December 31, 2015, and as of each December 31st thereafter during the GTI Period (as defined below), the Village shall have the option to assess the Development in the year of default, and each year thereafter during the GTI Period that Developer is in default under this provision, as if the Development (including then present land and building improvements) has a fair market value equal to the Minimum Value. In such event, the Developer shall pay to the Village an amount equal to the real estate property taxes owing that year based upon the Minimum Value and the then applicable mill rate. Such payment shall be deemed a contractual obligation of Developer to the Village, in lieu of real property taxes which would be due and owing to all applicable taxing jurisdictions, absent the default of this provision. From and after the expiration of the GTI Period, the Developer shall not be subject to this Section 6.
- b. Restrictions of Sale, Transfer, Conveyance and Ownership. Prior to the payment in full of all TIF bonds as set forth on the attached Exhibit 5 (the "GTI Period"), and during the time that TIF#3 is in effect, Developer or any future owner shall not sell, transfer or convey ownership of the Property to any person or entity, in any manner which would render any part of the Property exempt from real or personal property taxation without the prior written consent of the CDA and/or Brown Deer, and shall execute and record deed restrictions effectuating this provision.
- c. Notwithstanding the foregoing, the Developer shall not be in default of this Section 6 if the Development does not have a fair market value equal to or greater than the Minimum Value as a

result of Force Majeure; provided, if the Force Majeure is a result of a casualty (fire or natural disaster), Developer's obligation to maintain the Minimum Value shall resume as December 31st of the year following such event of Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean weather conditions, natural disaster, fire, war, civil unrest, labor unrest or similar circumstances beyond the Developer's reasonable control or breach of the Village's obligations under this Agreement.

7. The Developer shall promptly pay the costs of work undertaken by Developer and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Developer to any person, including any agent, contractor, employee or subcontractor employed by, or under, Developer.

8. Developer shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the rubbish removal system.

9. Developer shall also establish a recycling program in accordance with Wisconsin State Statute Chapter 287 and the Village's recycling ordinance. A collection system with adequate storage containers for recyclables must be provided for all recyclable material and this material must be collected and transported to a processing facility that separates and recycles appropriate items. All recyclable material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the recycling program.

10. Developer shall abide by applicable provisions of all of the Brown Deer ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control and storm water management ordinances.

11. Building permits for proposed new improvements associated with the Development shall be issued upon execution of this Agreement. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board in accordance with all applicable rules, regulations and ordinances. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:

- a) The complete construction/renovation of said buildings shall be under the immediate supervision and control of said architect or engineer.
- b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.
- c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the

change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.

- d) Prior to the issuance of a Certificate of Occupancy the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the State of Wisconsin.

12. No building authorized by this Agreement shall be occupied until a Certificate of Occupancy or temporary Certificate of Occupancy Permit has been issued by the Village Building Inspector. A Certificate of Occupancy shall be issued after all improvements, construction and landscaping for said building are completed as required by this Agreement and also as may be required by State law and Village ordinance.

13. The Developer shall landscape in accordance with the Landscaping Plan as approved by the Village Beautification Committee (Exhibit 3). All landscaping on the Development and ingress and egress drives shall be maintained by the Developer in a state of good maintenance and repair as reasonably determined by the Village Manager and in the event of default thereof, the Village may provide written notice to the Developer. If the Developer fails to correct the default within no less than 30 days after such notice is delivered to the Developer, subject to Force Majeure, the Village may do so and assess the cost against the Property, consistent with Wisconsin Statutes section 66.0627. Grass of a variety typical of sod and not to include that of a native prairie style or decorative grasses designed for greater lengths shall be kept cut to a height of not more than four (4) inches. Landscaping for this purpose shall mean bushes, shrubbery, trees, grass and other items or appurtenances necessary to maintain a pleasing and attractive appearance. Dead trees, bushes and shrubbery, shall be removed and immediately replaced at the direction of the Village Manager or his designee and in accordance with the Landscaping Plan (Exhibit 3).

- a) Vegetation shall be kept trimmed back from around lighting fixtures, fire hydrants and any other utilities that extend from the ground or buildings.
- b) A professionally prepared Landscaping Plan (Exhibit 3) shall be submitted for review and approval by the Village of Brown Deer Beautification Committee. This document does not grant approval of the landscape plan.

14. Signs on the premises shall, at all times, conform to Village sign regulations as found in Chapter 121 of the Brown Deer Village Code.

- a) All signs and subsequent changes shall be submitted for review and approval by the Village of Brown Deer Building Board. This document does not grant approval of signage.
- b) Window signage, both permanent and temporary, for the Development shall not exceed twenty percent (20%) of the total window area.

15. Storm water management measures for the Property shall be in accord with the Village Storm Water Management Ordinance. The Village intends to construct a storm water maintenance pond on Lot 3 of Certified Survey Map _____ (the "Storm Water Pond"). The Village, the Developer and the owner of Lot 1 of Certified Survey Map _____ ("Lot 1") shall work cooperatively to coordinate all storm water management measures among the parcels of Certified Survey Map _____. The Village shall require, as a condition of sale of Lot 1, that the owner of Lot 1 cooperate in such efforts. To the extent the Property requires use of the Storm Water Pond, the Village shall grant Developer an easement for use of the Storm Water Pond and the Developer shall agree to contribute to the on-going cost of maintenance of the Storm Water Pond on an equitable basis with other users thereof. As applicable, the Village, the Developer and the owner of Lot 1 shall enter into a Storm Water Easement

and Pond Maintenance Agreement mutually acceptable to all parties prior to or simultaneously with the issuance of an occupancy certificate for the Property.

16. The Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke, dust, etc.

17. The Development shall be appropriately illuminated in order to protect public safety.

- a) An exterior lighting plan shall be reviewed and approved by the Brown Deer Police Department prior to installation of lighting fixtures.
- b) Illumination of off-street parking and loading areas shall be arranged to shield the adjacent properties and streets from direct rays of light and glare. No Development lighting shall trespass more than 0.1 footcandles of horizontal illumination across adjoining or nearby residentially zoned property lines and no more than 0.5 footcandles of horizontal illumination across adjoining or nearby commercially zoned property lines as measured twelve (12) inches above grade.
- c) All lighting, except security lighting, shall be extinguished no later than sixty (60) minutes after the close of business of the Development being served, except as may otherwise be authorized by the Board of the Village.
- d) All lighting fixtures shall be maintained in working order.

18. The exterior storage, display or sale of inventory, supplies or merchandise is prohibited unless otherwise permitted in accord with a Conditional Use Permit for "Bulk Retail Storage".

19. The use of an outdoor loudspeaker/paging system on the Development shall be prohibited. This does not preclude the use of a notification bell for donation drop offs.

20. Developer anticipates the regular hours of operation of the Development to be 6:00 a.m. to 11:00 p.m. daily ("Regular Hours of Operation"). To the extent any operations in connection with the Development occur outside of the Regular Hours of Operation, Developer shall use its commercially reasonable best efforts to minimize any exterior noise or activity from the operation of the Development.

21. No person, firm or corporation shall engage in delivery, loading or unloading in conjunction with the operation of the Development unless such operations are conducted in accord with the conditions of this Agreement.

- a) Deliveries of products and inventory to the Development may only occur during Regular Hours of Operation.
- b) Delivery trucks shall be turned off/shut down while waiting to or completing a delivery at the Development. Exception shall be given to delivery trucks having refrigeration units that require the vehicle remain running. Said refrigerated trucks may remain running for no longer than one (1) hour.

22. The Developer shall provide parking spaces to serve the building in accordance with the requirements of Chapter 121 of the Village Code.

- a) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles, or other vehicles, unless said vehicles are accessory to the approved use of the Development.

- b) The parking of motor vehicles, with attached advertising graphics and/or logos, intended to act as additional signage for the Development is prohibited, unless said vehicles are accessory to the approved use of the Development.
- c) Exterior parking storage of recreation vehicles, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.
- d) The Developer shall prohibit the use of parking on the premises that is not accessory to the existing building use therein. Junk and/or abandoned vehicles shall be removed by the Developer within five (5) days upon receipt of written notification from the Village.
- e) Overnight parking of trucks and semi-trailers shall be limited to the **angleside-by-side** parking located **on the southern lot line and** adjacent to the western lot line of the Property as shown on the Site Plan attached as Exhibit 1. There shall be no more than 6 trailers parked in this location overnight.
- g) Snow storage within the parking area shall not interfere with the orderly flow of traffic and shall not obstruct any vision triangles.

23. All applicable permits/licenses/approvals shall be obtained prior to commencing construction and/or operation of the Development.

24. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development or any building or site improvements on the Development, the Developer shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification, or if such deficiencies or violations cannot be cured within thirty (30) days, then a reasonable period of time provided the Developer promptly commences and diligently pursues such cure. This provision does not limit the Village from taking any other action not otherwise inconsistent with this Agreement to enforce any provisions of the Village ordinances or this Agreement.

25. The Developer agrees to safeguard the building from fire as follows:

- a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.
- b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.
- c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.
- d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.

e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.

f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

26. All occupants shall furnish the Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur at the building. This information shall be submitted to the Police Department five (5) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made five (5) days prior to the actual change in the person(s) to be contacted.

27. The Developer agrees to safeguard the building on the Property with respect to crime prevention as follows:

a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

b) Prior to occupancy of the building, the Developer shall provide the Village Police Department with a statement describing proposed procedures to be utilized with respect to proposed security system/hardware indicated above.

c) Prior to occupancy of the building, the Developer will meet with a representative of the Village Police Department to conduct a crime prevention evaluation and to make recommendations to the Developer on how to reduce criminal opportunity on the Property. Additionally, the Village Police Department, will advise the Developer how to increase building protection by use of security equipment, electronic surveillance and any other crime prevention techniques which may improve both occupancy and site protection. The Developer shall meet with the Police Department annually to review crime prevention measures. The meetings shall be held more frequently if deemed necessary by the Police Department.

28. The Developer shall:

a) To the extent necessary for the proposed improvements to the Development, provide the Village with a complete set of utility construction as-built drawings in AutoCAD format (*.DWG). Plan and profile sheets shall indicate as-built data without removing original data from the drawings. These as-built drawings shall be labeled as "as-built" within the title block of each sheet.

- b) To the extent necessary for the proposed improvements to the Development, provide the Village with a master grading plan in AutoCAD format (*.DWG). The master grading plan shall indicate the elevations of all lot corners, grade breaks, drainage swales and storm water detention areas without removing original data from the drawings. The proposed finished grade shall be shown for each proposed structure.

29. The Village acknowledges and agrees that the Development shall have two access points from Park Plaza Court to the Development for vehicular ingress and egress. At least one of these access points shall facilitate the loading and unloading of semi-trailers with turning movements that impact the public right of way. To protect the travelling public and condition of the roadway, the Developer agrees during the term of this Agreement to:

- a) ~~Help offset~~ Reimburse the east-Village, up to an aggregate maximum of Six Thousand Dollars (\$6,000.00) (the "Aggregate Maximum"), for costs of maintenance and future repairs to Park Plaza Court due to resulting from additional truck traffic and loading that will occur in connection with the development-Development. The Developer will be ~~special~~ specially assessed ~~during~~ in the year ~~of construction~~ such repairs and maintenance are completed, or for an agreed upon term thereafter, an amount equal to 20% of said the costs (subject to the Aggregate Maximum) of such maintenance or repair costs up to a maximum of Six Thousand (\$6,000) dollars for repairs to the portion of the southbound travel lane(s) lanes, curb and gutter of Park Plaza Court from the northern property that runs adjacent to eastern boundary of Lot 2 of CSM to the southern property boundary of Lot 2 of CSM, ~~at the Property, a total~~ distance of 467 feet. The Village Manager or his designee shall inspect the roadway, curb and gutter ~~at minimum~~ every five years, if not more frequently, to determine if maintenance or repairs are required.

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- b) Cross stripe and maintain roadway markings limiting travel along southbound Park Plaza Court as depicted on Exhibit 1.

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30. The Developer shall further grant or dedicate to the Village, without cost to the Village, such right of way or easements as reasonably determined necessary by the Village for any additional future public improvements, provided the same are located in areas which are acceptable to Developer, have not been improved with buildings and have not been reserved as building, loading or parking areas as shown on Exhibit 2 and further provided that said improvements, when installed, shall not unreasonably interfere with the use of the Development depicted in the exhibits attached hereto, or lower the value thereof. Without limiting the generality of the foregoing, in no event shall any such rights of way or easements adversely affect any parking areas or signs to be located on the Development. Whenever possible, such additional right of way or easements shall be located adjacent to the exterior lines of lots and parcels or adjacent to existing easements or rights of way. Developer shall execute and deliver any deeds or instruments reasonably deemed necessary by the Village to implement this Agreement. Developer hereby grants the right, power and authority to construct, install and maintain all easements, if any, depicted on the exhibits attached hereto for the purposes designated to the Village. The use of the easement areas inures to the public, and in the case of utility easements, to the public utilities.

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31. Developer acknowledges it shall be in control of the Property during construction and will endeavor to work with the Village on construction, municipal involvement in site development, and utility work.

32. Each party shall be responsible for its own costs, including professional fees, in connection with the negotiation and drafting of this Agreement.

33. Except as provided otherwise in this Agreement, the covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

“DEVELOPER”

BROWN DEER 6700 LLC, A WISCONSIN LIMITED LIABILITY CORPORATION;

Dated: _____ By: _____
Kevin J. Schuele, Manager

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__ A.D., the above-named _____, the Manager, of Brown Deer 6700 LLC to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

* _____,

Notary Public, _____ County, _____ (state)

My commission expires: _____

* Print Name of Notary Public

“VILLAGE”

VILLAGE OF BROWN DEER

Dated: _____ By: _____

Name: _____

Title: President _____

Dated: _____ By: _____

Name: _____

Title: Village Manager _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, A.D., 20__, CARL KRUEGER, President, and MICHAEL HALL, Manager, of the VILLAGE OF BROWN DEER, a Wisconsin Municipal Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

* _____,

Notary Public, _____ County, Wisconsin

My commission expires: _____

* Print Name of Notary Public

This instrument was drafted by:
Nathaniel Piotrowski, Community Development Director

Return to:
Nathaniel Piotrowski
Village of Brown Deer
4800 W. Green Brook Dr.
Brown Deer, WI 53223

EXHIBIT 1
SITE PLAN
SEE ATTACHED

EXHIBIT 2
BUILDING ELEVATIONS
SEE ATTACHED

EXHIBIT 3
LANDSCAPING PLAN

EXHIBIT 4

CONSENT OF MORTGAGEE

_____, the holder of a mortgage on the real estate described herein, hereby consents to this Agreement and agrees to be bound by the covenants thereof, and subordinates its mortgage thereunto.

Date: _____, 20____

Name of Mortgagee

Signature of Mortgagee

STATE OF _____)
) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20____ A.D., the above-named _____, Mortgagee, to me known to be the person who executed the foregoing instrument and acknowledge the same.

* _____,

Notary Public, _____ County, _____

My commission expires: _____

* Print Name of Notary Public

EXHIBIT 5
BOND SCHEDULE – GTI PERIOD

18 May, 2015

Mr. Nathaniel Piotrowski
Community Development Director
4800 W. Green Brook Drive
Brown Deer, WI 53223

Dear Mr. Piotrowski,

Please accept this letter of request to reinstate the conditional use permit for the outdoor beer garden located at 7651 N Teutonia Avenue.

The outdoor beer garden will operate under provisions of the conditional use permit as written in 2008 with the following revisions: Under article seven, section e #9 and 14 will be removed. A high range cordless phone will be used as a landline. This will allow the telephone equipment to be removed at closing time.

The outdoor beer garden will cover the back yard area to include: horseshoe pits, volleyball court and picnic areas. The beer garden hours of operation will be from 10am until 10:00pm daily. The beer garden will not be open every day for these hours, instead it will be open for events and, horseshoe and volleyball leagues and tournaments.

Beverage accessibility from the back yard area will be limited to purchases made at the bar station in the contained back yard. Beverages will not be allowed to be carried in or out of the fenced area. Beverage purchase and consumption will be monitored by licensed park view bartending staff.

The back yard is furnished with outdoor safe stable furnishings. Lighting for the back yard is in place. At this time, food preparation in the backyard area in the form of grilling is not planned. Any food supplied by park view pub for patrons will be prepared in the kitchen area of the building structure already approved by the Northshore health department. Music played in the beer garden area will remain at levels acceptable to the neighborhood and will remain in compliance with the Village of Brown Deer noise ordinance, ending no later than 9:30p.m. nightly.

Please accept this letter as application for the re-instatement of the conditional use permit for the beer garden use. I am available to answer any questions or concerns you may have at (414) 460-6682.

Thank you for considering this request,

Sincerely,



Jill W. McNutt
Agent/Owner
Sons of Bob Llc
Park View Pub

Exhibit A

That part of the Northwest $\frac{1}{4}$ of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: commencing at the southwest corner of said $\frac{1}{4}$ section; thence N $89^{\circ}14'22''$ E along the south line of said $\frac{1}{4}$ section 1340.00 feet to a point; thence N $14^{\circ}30'44''$ W on a line 407.67 feet to the point of beginning of the land to be described; thence continuing N $14^{\circ}30'44''$ W on a line 135.89 feet to a point; thence N $89^{\circ}14'22''$ E on a line parallel to the south line of said $\frac{1}{4}$ section 281.69 feet to a point in the west line of North Teutonia Avenue; thence S $12^{\circ}06'05''$ E along the west line of said North Teutonia Avenue 134.62 feet to a point; thence S $89^{\circ}14'22''$ W on a line parallel to the south line of said $\frac{1}{4}$ section 275.86 feet to the point of beginning.

PLAT OF SURVEY

Exhibit B

LOCATION: 7651 North Teutonia Avenue, Brown Deer, Wisconsin

LEGAL DESCRIPTION:

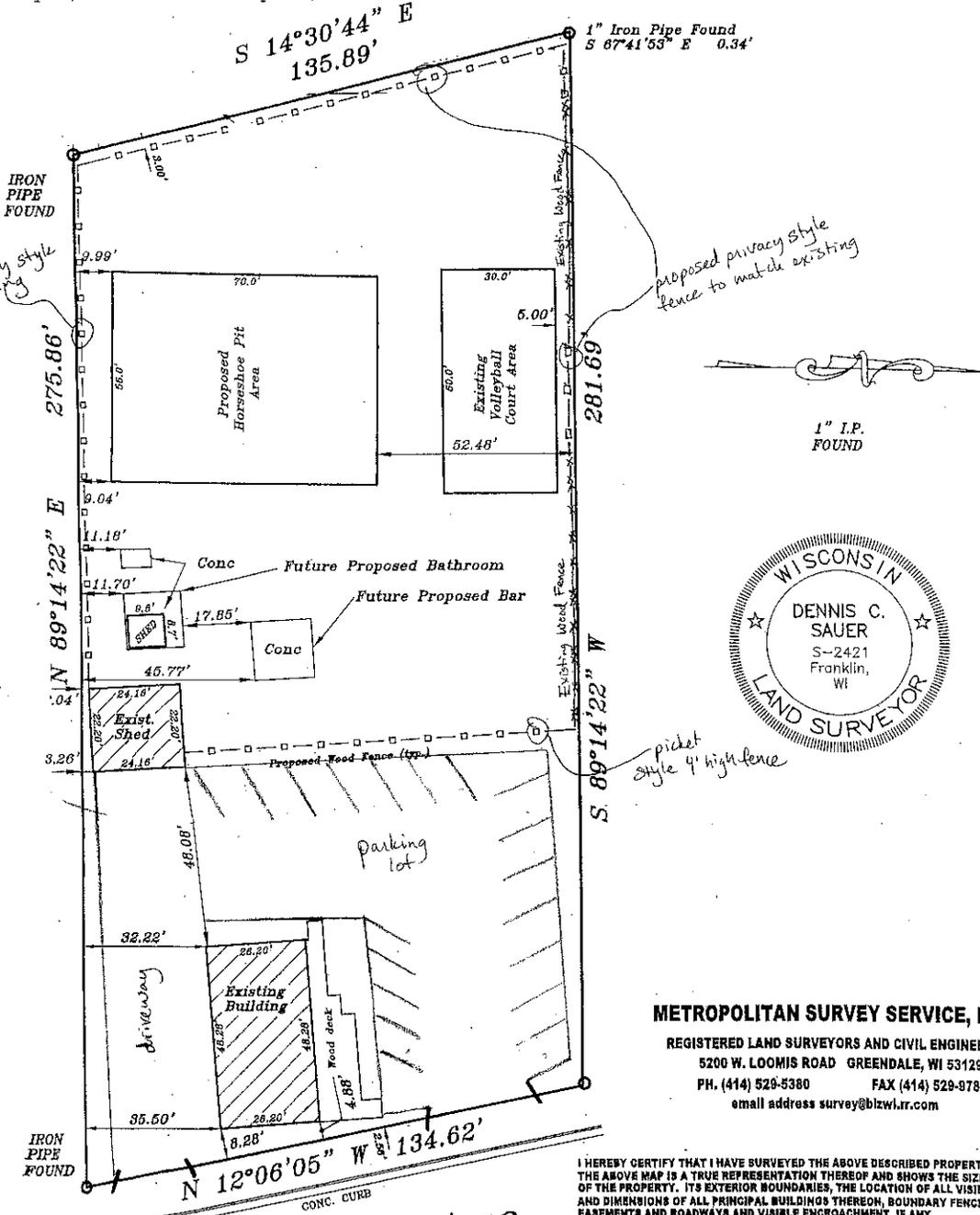
That part of the Northwest 1/4 of Section 13, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 section; thence N 89°14'22" E along the South line of said 1/4 section 1340.00 feet to a point; thence N 14°30'44" W on a line 407.67 feet to the point of beginning of the land to be described; thence continuing N 14°30'44" on a line 135.89 feet to a point; thence N 89°14'22" E on a line parallel to the South line of said 1/4 section 281.69 feet to a point in the West line of North Teutonia Avenue; thence S 12°06'05" E along the West line of said North Teutonia Avenue 134.62 feet to a point; thence S 89°14'22" W on a line parallel to the South line of said 1/4 section 275.86 feet to the point of beginning.

September 12, 2006

Survey No. 99968

October 18, 2006 (Revised Drwg. per Villages Comments)

May 5, 2008 Concrete pads, deck, shed, volleyball and horseshoe areas added



METROPOLITAN SURVEY SERVICE, INC.
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
 5200 W. LOOMIS ROAD GREENDALE, WI 53129
 PH. (414) 529-5380 FAX (414) 529-9787
 email address survey@bizwlrr.com

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED _____
 Dennis C. Sauer
 Registered Land Surveyor S-2421

N. Teutonia Ave.
 (120' R.O.W.)



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	June 8, 2015 Plan Commission Agenda Item
PREPARED BY:	Nate Piotrowski, Community Development Director
REPORT DATE:	June 11, 2015
RECOMMENDATION:	See Item Below
EXPLANATION:	<p>A summary of the Plan Commission's agenda items and recommendations are listed below. There are 2 items that require Village Board action. Please note that the initial staff reports and supporting documentation were in the previously distributed Plan Commission packet. Attached for your review is the draft Plan Commission meeting minutes of June 8, 2015 along with a final version of the amended conditional use permit and development agreement.</p> <p>Plan Commission Agenda items requiring action:</p> <p>A) Review of determination and recommendation on conditional use permit reinstatement for an outdoor beer garden and recreational activities at Parkview Pub, 7651 N. Teutonia Avenue</p> <p>Recommendation: Recommend approval of an amended conditional use permit Requested Action: A motion to approve the amended conditional use permit</p> <p>B) Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road</p> <p>Recommendation: Recommend approval of the development agreement Requested Action: A motion to approve the development agreement</p>



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Plan Commission
ITEM DESCRIPTION: Review and Recommendation of a Development Agreement with 6700 W. Brown Deer Road LLC (PAK Technologies) for a distribution and warehousing operation at 6700 W. Brown Deer Road
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: June 4, 2015
Applicable Land Use Regulation: Village Code Sec. 121-249, Business Planned Dev.
VILLAGE ATTORNEY REVIEW: <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

ANALYSIS:

Pak Technologies has agreed to purchase the former American TV building along with adjacent land and modify the site and building for their warehousing and distribution operation. By and large the building exterior will remain the same. Pak proposes to add three docks to the east side of the building and two docks to the southwest corner. Larger changes occur with the parking field where the current lot will be divided into outlot developments and PAK will create an employee parking and truck trailer parking area. The borders of the property to the south will be landscaped to screen the use and parking. The Village' stormwater/floodwater outlot will also be substantially landscaped to provide screening.

Included in your packet is a site plan, a plan showing truck turning radii and architectural drawings highlighting building modifications. In addition, because the site is now zoned Planned Development there is a development agreement that guides the use. Several highlights include a limitation on overnight truck parking to the southwestern edge of the site, the hours of operation will be from 6am until 11pm and the developer will help cost share in repairs to the roadway surface of Park Plaza Court.

The financial considerations of the development agreement have already been vetted and approved by the CDA and Village Board. Landscaping plans and building modifications still require further review by the Beautification Committee and Building Board.

RECOMMENDATION:

Staff believes the remodel and full occupancy of the American building by PAK is positive and therefore we suggest that the development agreement be favorably recommended to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

Proposed development for Warehousing/Fulfillment Operations

Reuse of Former American TV and Appliance Building 6700 Brown Deer Road , Brown Deer, WI.

PAK Technologies is a custom contract processing /packaging company that began operations in 1980. With four distinct plants in Milwaukee and one on the East coast near Boston, MA., PAK services many industries to typically include Foods and Nutritionals, Specialty Chemicals and the Personal Care categories.

In the past 24 months, PAK Technologies, Inc. has made significant investments into plant and equipment and the necessary infrastructure to promote and expand the PAK Specialty Chemicals operation. PAK has also dedicated company resources to advance Quality certifications, add experienced management personnel to facilitate the planned growth and to maintain PAK's commitment of offering a wide variety of services with only the highest Quality in mind. Our progressive knowledge of the Chemical Industry since 1980 fuels our desire to grow and explore new business opportunities and to develop the unique processes that customer's demand.

The main Specialty Chemical production facility is located on the northwest side of Milwaukee, Wisconsin. It is centrally located and equidistant from Interstate 41/45 to the west and Interstate 43 from the east. The 160,000 sq. ft. plant is situated on a 14.0 acre parcel with ample room for secure truck access serving 3 incoming and 4 outgoing docks and 2 overhead doors. The plant also incorporates bulk loading / unloading of ingredients and finished products (dry or liquid) by pneumatic truck or railcar. The plant has two (2) interior tank truck loading bays and has the accommodations, on a private rail spur, for six (6) full size railcars.

On site there are approximately 3000 sf. of plant production offices and 2500 sf. of Technical Service areas to include a full QA/QC and formulation control laboratory. The Corporate administration offices are located one mile north in a 90,000 sf. building that also houses PAK's food grade processing / packaging operations.

A third PAK production facility in Milwaukee accommodates various Ice Control products with additional capacity for dry processing / packaging. The production facility and bulk holding areas are supported by an additional 150,000 sf. of attached warehousing capacity.

The newest production facility for PAK is located on the outskirts of Boston, MA. in the City of Ayer, MA. The 60,000 sf. facility has been designed and outfitted with systems to accommodate reactive blending of liquid polymers. The 5000 gallon blends are processed and pumped to bulk tank trucks for dedicated delivery to customers in the Northeast.

Corporate Offices

7025 W. Marcia Road
Milwaukee, Wisconsin 53223
414.371.3100
www.paktech.com

As part of the PAK Technologies continuous improvement process for operations and the desire to further service the needs of our customers, PAK is proposing to expand its warehousing operations for packaging materials and for finished cased products to be assembled, by order, for direct shipment.

The former American TV and Appliance building with the planned retrofits and improvements will be an optimal location for the warehouse expansion in the nearby Village of Brown Deer.

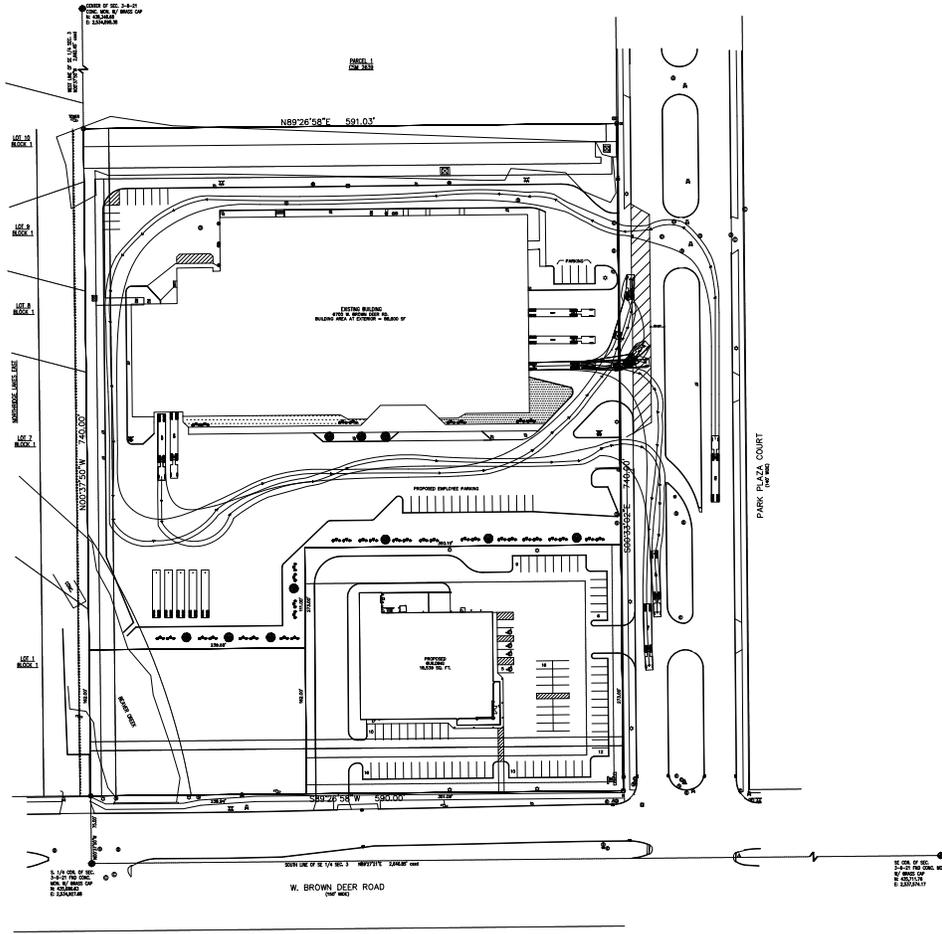
PAK is planning to occupy the facility after completed improvements by October 5, 2015.

PAK also anticipates that it will staff the facility in the early stages with 3-5 persons and grow the staffing to 10-15 persons within 12 months of operations. Most persons employed will be cross trained to operate the detailed computer software for a warehousing / fulfillment operation as well as operate forklifts for loading and unloading trucks. Hourly wages are typically in the \$14.00-\$18.00/ hr. range.

Truck traffic will be approximately 4-6 truckloads in and out per day. Additional UPS/FEDEX trailers will be staged at the indoor dock facilities for assembling freight loads for daily shipments. Hours of operations will normally be 5 days per week from 6:00am - 2:30pm. with extended hours to 11:00pm daily.

Corporate Offices

7025 W. Marcia Road
Milwaukee, Wisconsin 53223
414.371.3100
www.paktech.com



BMR
 DESIGN GROUP, INC.
 Architects - Engineers
 503 West Lincoln Avenue
 Milwaukee, Wisconsin 53207
 Phone - (414) 384-2886
 Fax - (414) 384-2884

PROJECT
 Proposed Building
 Renovation
 For:
 Sixty Seven
 Hundred BD LLC
 At:
 6700 W.
 Brown Deer Rd
 Brown Deer, WI

PROJECT NO. 2015-35

DATE 06/04/15

REVISIONS

NO.	DESCRIPTION

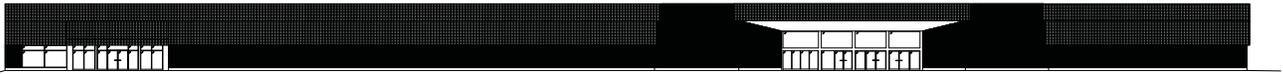
CHECKED BY L.B.

DRAWN BY R.A.

SCALE as noted

SHEET NO. C-4

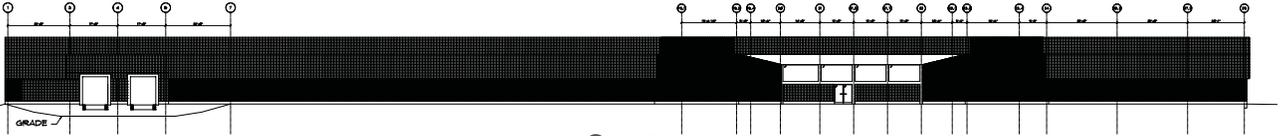
SHEET TITLE



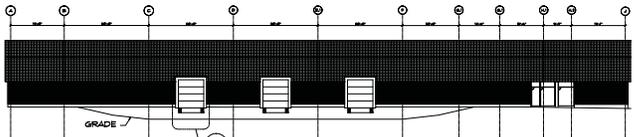
EXISTING SOUTH ELEVATION
Scale: 1/8" = 1'-0"



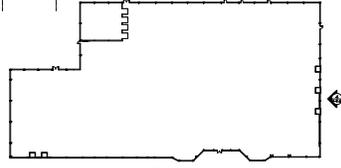
EXISTING EAST ELEVATION
Scale: 1/8" = 1'-0"



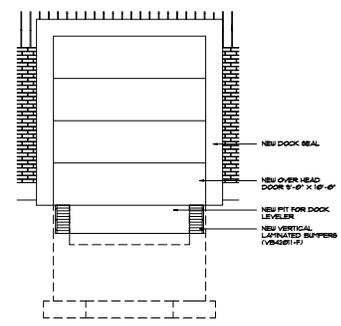
NEW SOUTH ELEVATION
Scale: 1/8" = 1'-0"



NEW EAST ELEVATION
Scale: 1/8" = 1'-0"



KEY PLAN
Scale: 1/8" = 1'-0"



NEW OVER HEAD DOOR ELEVATION
Scale: 3/8" = 1'-0"

BMR
DESIGN GROUP, INC.
Architects - Engineers
503 West Lincoln Avenue
Milwaukee, Wisconsin 53207
Phone - (414) 384-2886
Fax - (414) 384-3984

PROJECT
Proposed Building
Renovation
For:
Sixty Seven
Hundred BD LLC
At:
6700 W.
Brown Deer Rd
Brown Deer, WI

PROJECT NO. 2015-35

DATE 06/04/15

REVISIONS

CHECKED BY L.B.
DRAWN BY R.A.
SCALE as noted
SHEET NO. A-2.0
SHEET TITLE

**PLANNED DEVELOPMENT AGREEMENT WITH BROWN DEER 6700 LLC FOR A WAREHOUSE
AND DISTRIBUTION FACILITY AT 6700 W. BROWN DEER ROAD**

This **DEVELOPMENT AGREEMENT** entered into this ____ day of _____, 20__ (hereinafter referred to as the “Development Agreement” or in the alternative the “Agreement”), by and between **BROWN DEER 6700 LLC**, a Wisconsin limited liability company (hereinafter referred to as the “Developer”), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as “Brown Deer” or the “Village”).

WITNESSETH:

WHEREAS, the Developer is the owner of Lot 2 of Certified Survey Map _____ (the “Property”); and

WHEREAS, the Developer intends to utilize the Property and all buildings and improvements on the Property for a warehousing and distribution facility as depicted on Exhibit 1 (hereinafter collectively referred to as the “Development”); and

WHEREAS, an application has been made to the Village by Developer for approval of this Agreement authorizing and governing the operation of the Development; and

WHEREAS, said Development is located in the PD Planned Development District and the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood in which the Development is located; and

WHEREAS, this Development Agreement shall be the Plan of Operations and shall be deemed to be in compliance with Section 121 of the Brown Deer Village Code if favorably recommended by the Plan Commission and approved by the Village Board; and

NOW, THEREFORE, the parties in consideration of the mutual covenants herein contained agree as follows:

1. Except as specifically permitted herein, no other buildings or additions to the existing building shall be constructed on the Development without prior written approval of the Board of the Village.
2. Developer is hereby authorized to construct the Development in strict conformity with plans submitted to and approved by the Village, said plans attached hereto, made a part hereof and marked as follows:

- Exhibit 1: Site Plan
- Exhibit 2: Building Elevations (Approved by the Brown Deer Building Board)
- Exhibit 3: Landscaping Plan (Approved by the Brown Deer Beautification Committee)
- Exhibit 4: Consent of Mortgagee
- Exhibit 5: TIF Bond Schedule – GTI Period

The Developer agrees that all plans shall require final approval of construction details by Village Staff, Village Board or appropriate Village reviewing authority, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances, or requests of required boards and committees consistent with applicable ordinances and the authority of such boards and committees. Such approval is not to be unreasonably withheld, conditioned or delayed.

3. The Developer agrees that all plans for public and private improvements to serve the Development shall be approved by the Village and/or Building Inspector as applicable before such plans can be implemented.
4. The Developer shall be responsible for all expenses that the Village may incur by virtue of inspections, plan review, legal, surveying, publication and engineering costs and studies pertaining to the Development.
5. The Development is currently being assessed at less than its base value at the time of formation of Tax Incremental District #3 (“TIF #3”). Therefore the Village of Brown Deer, or in the alternative the Community Development Authority of the Village of Brown Deer, will provide Developer redevelopment assistance as follows, the Village finding that but for such assistance redevelopment would not be economically feasible:
 - a. \$400,000.00 to be paid at Developer’s direction upon Developer’s occupancy, or closing of the sale of the Property, whichever is earlier.
 - b. \$110,000.00 in redevelopment funding payable in 2017 as soon as reasonably practicable after payment of the 2016 real estate taxes.
 - c. \$115,000.00 in redevelopment funding payable in 2018 as soon as reasonably practicable after payment of the 2017 real estate taxes.
 - d. \$125,000.00 in redevelopment funding payable in 2019 as soon as reasonably practicable after payment of the 2018 real estate taxes.
6. Guaranteed Tax Increment (“GTI”). Developer agrees that commencing not later than December 31, 2015, the Development shall have a fair market value of not less than \$3,500,000.00 (the “Minimum Value”).
 - a. If the Development does not have a fair market value equal to or greater than the Minimum Value as of December 31, 2015, and as of each December 31st thereafter during the GTI Period (as defined below), the Village shall have the option to assess the Development in the year of default, and each year thereafter during the GTI Period that Developer is in default under this provision, as if the Development (including then present land and building improvements) has a fair market value equal to the Minimum Value. In such event, the Developer shall pay to the Village an amount equal to the real estate property taxes owing that year based upon the Minimum Value and the then applicable mill rate. Such payment shall be deemed a contractual obligation of Developer to the Village, in lieu of real property taxes which would be due and owing to all applicable taxing jurisdictions, absent the default of this provision. From and after the expiration of the GTI Period, the Developer shall not be subject to this Section 6.
 - b. Restrictions of Sale, Transfer, Conveyance and Ownership. Prior to the payment in full of all TIF bonds as set forth on the attached Exhibit 5 (the “GTI Period”), and during the time that TIF#3 is in effect, Developer or any future owner shall not sell, transfer or convey ownership of the Property to any person or entity, in any manner which would render any part of the Property exempt from real or personal property taxation without the prior written consent of the CDA and/or Brown Deer, and shall execute and record deed restrictions effectuating this provision.
 - c. Notwithstanding the foregoing, the Developer shall not be in default of this Section 6 if the Development does not have a fair market value equal to or greater than the Minimum Value as a result of Force Majeure; provided, if the Force Majeure is a result of a casualty (fire or natural disaster), Developer’s obligation to maintain the Minimum Value shall resume as December 31st of the year following such event of Force Majeure. For purposes of this Agreement, the term “Force Majeure” shall mean weather conditions, natural disaster, fire, war, civil unrest, labor unrest or

similar circumstances beyond the Developer's reasonable control or breach of the Village's obligations under this Agreement.

7. The Developer shall promptly pay the costs of work undertaken by Developer and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Developer to any person, including any agent, contractor, employee or subcontractor employed by, or under, Developer.

8. Developer shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the rubbish removal system.

9. Developer shall also establish a recycling program in accordance with Wisconsin State Statute Chapter 287 and the Village's recycling ordinance. A collection system with adequate storage containers for recyclables must be provided for all recyclable material and this material must be collected and transported to a processing facility that separates and recycles appropriate items. All recyclable material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the recycling program.

10. Developer shall abide by applicable provisions of all of the Brown Deer ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control and storm water management ordinances.

11. Building permits for proposed new improvements associated with the Development shall be issued upon execution of this Agreement. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board in accordance with all applicable rules, regulations and ordinances. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:

- a) The complete construction/renovation of said buildings shall be under the immediate supervision and control of said architect or engineer.
- b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.
- c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.

- d) Prior to the issuance of a Certificate of Occupancy the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the State of Wisconsin.

12. No building authorized by this Agreement shall be occupied until a Certificate of Occupancy or temporary Certificate of Occupancy Permit has been issued by the Village Building Inspector. A Certificate of Occupancy shall be issued after all improvements, construction and landscaping for said building are completed as required by this Agreement and also as may be required by State law and Village ordinance.

13. The Developer shall landscape in accordance with the Landscaping Plan as approved by the Village Beautification Committee (Exhibit 3). All landscaping on the Development and ingress and egress drives shall be maintained by the Developer in a state of good maintenance and repair as reasonably determined by the Village Manager and in the event of default thereof, the Village may provide written notice to the Developer. If the Developer fails to correct the default within no less than 30 days after such notice is delivered to the Developer, subject to Force Majeure, the Village may do so and assess the cost against the Property, consistent with Wisconsin Statutes section 66.0627. Grass of a variety typical of sod and not to include that of a native prairie style or decorative grasses designed for greater lengths shall be kept cut to a height of not more than four (4) inches. Landscaping for this purpose shall mean bushes, shrubbery, trees, grass and other items or appurtenances necessary to maintain a pleasing and attractive appearance. Dead trees, bushes and shrubbery, shall be removed and immediately replaced at the direction of the Village Manager or his designee and in accordance with the Landscaping Plan (Exhibit 3).

- a) Vegetation shall be kept trimmed back from around lighting fixtures, fire hydrants and any other utilities that extend from the ground or buildings.
- b) A professionally prepared Landscaping Plan (Exhibit 3) shall be submitted for review and approval by the Village of Brown Deer Beautification Committee. This document does not grant approval of the landscape plan.

14. Signs on the premises shall, at all times, conform to Village sign regulations as found in Chapter 121 of the Brown Deer Village Code.

- a) All signs and subsequent changes shall be submitted for review and approval by the Village of Brown Deer Building Board. This document does not grant approval of signage.
- b) Window signage, both permanent and temporary, for the Development shall not exceed twenty percent (20%) of the total window area.

15. Storm water management measures for the Property shall be in accord with the Village Storm Water Management Ordinance. The Village intends to construct a storm water maintenance pond on Lot 3 of Certified Survey Map _____ (the "Storm Water Pond"). The Village, the Developer and the owner of Lot 1 of Certified Survey Map _____ ("Lot 1") shall work cooperatively to coordinate all storm water management measures among the parcels of Certified Survey Map _____. The Village shall require, as a condition of sale of Lot 1, that the owner of Lot 1 cooperate in such efforts. To the extent the Property requires use of the Storm Water Pond, the Village shall grant Developer an easement for use of the Storm Water Pond and the Developer shall agree to contribute to the on-going cost of maintenance of the Storm Water Pond on an equitable basis with other users thereof. As applicable, the Village, the Developer and the owner of Lot 1 shall enter into a Storm Water Easement and Pond Maintenance Agreement mutually acceptable to all parties prior to or simultaneously with the issuance of an occupancy certificate for the Property.

16. The Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke, dust, etc.
17. The Development shall be appropriately illuminated in order to protect public safety.
- a) An exterior lighting plan shall be reviewed and approved by the Brown Deer Police Department prior to installation of lighting fixtures.
 - b) Illumination of off-street parking and loading areas shall be arranged to shield the adjacent properties and streets from direct rays of light and glare. No Development lighting shall trespass more than 0.1 footcandles of horizontal illumination across adjoining or nearby residentially zoned property lines and no more than 0.5 footcandles of horizontal illumination across adjoining or nearby commercially zoned property lines as measured twelve (12) inches above grade.
 - c) All lighting, except security lighting, shall be extinguished no later than sixty (60) minutes after the close of business of the Development being served, except as may otherwise be authorized by the Board of the Village.
 - d) All lighting fixtures shall be maintained in working order.
18. The exterior storage, display or sale of inventory, supplies or merchandise is prohibited unless otherwise permitted in accord with a Conditional Use Permit for “Bulk Retail Storage”.
19. The use of an outdoor loudspeaker/paging system on the Development shall be prohibited. This does not preclude the use of a notification bell for donation drop offs.
20. Developer anticipates the regular hours of operation of the Development to be 6:00 a.m. to 11:00 p.m. daily (“Regular Hours of Operation”). To the extent any operations in connection with the Development occur outside of the Regular Hours of Operation, Developer shall use its commercially reasonable best efforts to minimize any exterior noise or activity from the operation of the Development.
21. No person, firm or corporation shall engage in delivery, loading or unloading in conjunction with the operation of the Development unless such operations are conducted in accord with the conditions of this Agreement.
- a) Deliveries of products and inventory to the Development may only occur during Regular Hours of Operation.
 - b) Delivery trucks shall be turned off/shut down while waiting to or completing a delivery at the Development. Exception shall be given to delivery trucks having refrigeration units that require the vehicle remain running. Said refrigerated trucks may remain running for no longer than one (1) hour.
22. The Developer shall provide parking spaces to serve the building in accordance with the requirements of Chapter 121 of the Village Code.
- a) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles, or other vehicles, unless said vehicles are accessory to the approved use of the Development.

- b) The parking of motor vehicles, with attached advertising graphics and/or logos, intended to act as additional signage for the Development is prohibited, unless said vehicles are accessory to the approved use of the Development.
- c) Exterior parking storage of recreation vehicles, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.
- d) The Developer shall prohibit the use of parking on the premises that is not accessory to the existing building use therein. Junk and/or abandoned vehicles shall be removed by the Developer within five (5) days upon receipt of written notification from the Village.
- e) Overnight parking of trucks and semi-trailers shall be limited to the angle parking located adjacent to the western lot line of the Property as shown on the Site Plan attached as Exhibit 1. There shall be no more than 6 trailers parked in this location overnight.
- g) Snow storage within the parking area shall not interfere with the orderly flow of traffic and shall not obstruct any vision triangles.

23. All applicable permits/licenses/approvals shall be obtained prior to commencing construction and/or operation of the Development.

24. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development or any building or site improvements on the Development, the Developer shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification, or if such deficiencies or violations cannot be cured within thirty (30) days, then a reasonable period of time provided the Developer promptly commences and diligently pursues such cure. This provision does not limit the Village from taking any other action not otherwise inconsistent with this Agreement to enforce any provisions of the Village ordinances or this Agreement.

25. The Developer agrees to safeguard the building from fire as follows:

- a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.
- b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.
- c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.
- d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.

e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.

f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

26. All occupants shall furnish the Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur at the building. This information shall be submitted to the Police Department five (5) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made five (5) days prior to the actual change in the person(s) to be contacted.

27. The Developer agrees to safeguard the building on the Property with respect to crime prevention as follows:

a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

b) Prior to occupancy of the building, the Developer shall provide the Village Police Department with a statement describing proposed procedures to be utilized with respect to proposed security system/hardware indicated above.

c) Prior to occupancy of the building, the Developer will meet with a representative of the Village Police Department to conduct a crime prevention evaluation and to make recommendations to the Developer on how to reduce criminal opportunity on the Property. Additionally, the Village Police Department, will advise the Developer how to increase building protection by use of security equipment, electronic surveillance and any other crime prevention techniques which may improve both occupancy and site protection. The Developer shall meet with the Police Department annually to review crime prevention measures. The meetings shall be held more frequently if deemed necessary by the Police Department.

28. The Developer shall:

a) To the extent necessary for the proposed improvements to the Development, provide the Village with a complete set of utility construction as-built drawings in AutoCAD format (*.DWG). Plan and profile sheets shall indicate as-built data without removing original data from the drawings. These as-built drawings shall be labeled as "as-built" within the title block of each sheet.

- b) To the extent necessary for the proposed improvements to the Development, provide the Village with a master grading plan in AutoCAD format (*.DWG). The master grading plan shall indicate the elevations of all lot corners, grade breaks, drainage swales and storm water detention areas without removing original data from the drawings. The proposed finished grade shall be shown for each proposed structure.

29. The Village acknowledges and agrees that the Development shall have two access points from Park Plaza Court to the Development for vehicular ingress and egress. At least one of these access points shall facilitate the loading and unloading of semi trailers with turning movements that impact the public right of way. To protect the travelling public and condition of the roadway the Developer agrees to:

- a) Help offset the cost of future repairs or reconstruction to Park Plaza Court due to additional truck traffic and loading that will occur with the development. The Developer will be special assessed, during the year of construction or for an agreed upon term thereafter, 20% of said repair or reconstruction costs for the southbound travel lane(s) of Park Plaza Court from the northern property boundary of Lot 2 of CSM _____ to the right of way of W. Brown Deer Road (STH 100).
- b) Cross stripe and maintain roadway markings limiting travel along southbound Park Plaza Court as depicted on Exhibit 1.

30. The Developer shall further grant or dedicate to the Village, without cost to the Village, such right of way or easements as reasonably determined necessary by the Village for any additional future public improvements, provided the same are located in areas which are acceptable to Developer, have not been improved with buildings and have not been reserved as building, loading or parking areas as shown on Exhibit 2 and further provided that said improvements, when installed, shall not unreasonably interfere with the use of the Development depicted in the exhibits attached hereto, or lower the value thereof. Without limiting the generality of the foregoing, in no event shall any such rights of way or easements adversely affect any parking areas or signs to be located on the Development. Whenever possible, such additional right of way or easements shall be located adjacent to the exterior lines of lots and parcels or adjacent to existing easements or rights of way. Developer shall execute and deliver any deeds or instruments reasonably deemed necessary by the Village to implement this Agreement. Developer hereby grants the right, power and authority to construct, install and maintain all easements, if any, depicted on the exhibits attached hereto for the purposes designated to the Village. The use of the easement areas inures to the public, and in the case of utility easements, to the public utilities.

31. Developer acknowledges it shall be in control of the Property during construction and will endeavor to work with the Village on construction, municipal involvement in site development, and utility work.

32. Each party shall be responsible for its own costs, including professional fees, in connection with the negotiation and drafting of this Agreement.

33. Except as provided otherwise in this Agreement, the covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Board of the Village may relieve the Developer from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same. At such time as Developer transfer or conveys any interest in the Development (after completion thereof and issuance of a Certificate of Occupancy), any transferee shall then be liable for all obligations hereunder that arise

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

“DEVELOPER”

BROWN DEER 6700 LLC, A WISCONSIN LIMITED LIABILITY CORPORATION;

Dated: _____ By: _____
Kevin J. Schuele, Manager

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__ A.D., the above-named _____, the Manager, of Brown Deer 6700 LLC to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

* _____,

Notary Public, _____ County, _____ (state)

My commission expires: _____

* Print Name of Notary Public

EXHIBIT 1

SITE PLAN

SEE ATTACHED

EXHIBIT 2

BUILDING ELEVATIONS

SEE ATTACHED

EXHIBIT 3

LANDSCAPING PLAN

EXHIBIT 5

BOND SCHEDULE – GTI PERIOD

"Entity 2 - Stand Alone"

Village of Brown Deer Tax Increment District No. 3 Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2014 Gross Tax Rate (per \$1000 Equalized Value).....	\$31.53
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Year	Background Data						Revenues			TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
	TIF District Valuation <i>(January 1)</i>	Value of Exempt Computers <i>(December 31)</i>	Inflation Increment	Construction Increment (1)	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Annual Balance	Year End Cumulative Balance <i>(December 31)</i>	Cost Recovery	
	Current Value \$650,000												
2015	\$650,000	\$0	\$0	\$1,250,000	\$1,250,000	\$31.53	\$0	\$0	\$0	\$0	\$0		2015
2016	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$0	\$0	\$0	\$0	\$0		2016
2017	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$0	\$39,417	\$39,417	\$39,417	Expenditures Recovered	2017
2018	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$197	\$39,614	\$39,614	\$79,030	Expenditures Recovered	2018
2019	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$395	\$39,812	\$39,812	\$118,842	Expenditures Recovered	2019
2020	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$594	\$40,011	\$40,011	\$158,853	Expenditures Recovered	2020
2021	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$794	\$40,211	\$40,211	\$199,064	Expenditures Recovered	2021
2022	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$995	\$40,412	\$40,412	\$239,476	Expenditures Recovered	2022
2023	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$1,197	\$40,614	\$40,614	\$280,090	Expenditures Recovered	2023
2024	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$1,400	\$40,817	\$40,817	\$320,907	Expenditures Recovered	2024
2025	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$1,605	\$41,021	\$41,021	\$361,928	Expenditures Recovered	2025
2026	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$1,810	\$41,226	\$41,226	\$403,154	Expenditures Recovered	2026
2027	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$2,016	\$41,432	\$41,432	\$444,586	Expenditures Recovered	2027
2028	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$2,223	\$41,640	\$41,640	\$486,226	Expenditures Recovered	2028
2029	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$2,431	\$41,848	\$41,848	\$528,074	Expenditures Recovered	2029
2030	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$2,640	\$42,057	\$42,057	\$570,131	Expenditures Recovered	2030
2031	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$2,851	\$42,267	\$42,267	\$612,398	Expenditures Recovered	2031
2032	\$1,900,000	\$0	\$0		\$1,250,000	\$31.53	\$39,417	\$3,062	\$42,479	\$42,479	\$654,876	Expenditures Recovered	2032
					\$0	\$1,250,000	\$630,666	\$24,211	\$654,876				

Type of TID: Blight Elimination
 2005 TID Inception (3/7/2005)
 2027 Final Year to Incur TIF Related Costs
 2032 Maximum Legal Life of TID (27 Years)

		2015/2016	
		Increase/Increment	Entity #2
(1) Increment Detail per Village.			
American TV.....		\$2,900,000	\$1,250,000
Lighthouse.....		\$8,000,000	
TOTAL		\$10,900,000	



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Village Board
ITEM DESCRIPTION: Temporary Class “B” Retailer’s License for Brown Deer Foundation Events	
PREPARED BY:	Jill Kenda-Lubetski, Village Clerk
REPORT DATE:	June 10, 2015
BACKGROUND INFORMATION: The Brown Deer Foundation has applied for a Temporary Class “B” Retailer’s License for the four “Community Vibes” to be held this summer. The first event is June 17, 2015, the second event is scheduled for July 15, 2015, the third is to be held in conjunction with National Night Out on July 29, 2015, and the fourth event will be held on August 19, 2015. All four events will be held in Village Park. The Foundation is planning on live entertainment with the sale of beer and wine and food at these four events. Under State Statutes, the Village Board has the authority to approve the Temporary Class “B” Retailer’s License to sell the beer and wine. The Foundation applied for the Park Rental and the Outdoor Entertainment license for the events. The Park Rental fee has been waived by Chad Hoier, Director of the Park and Recreation Department. As you know, the Brown Deer-Granville Chamber previously sponsored these events. In 2014, the Brown Deer Foundation came forward and offered to sponsor and support the Community Vibes events scheduled for 2014. The Brown Deer Foundation is again offering to support all four Community Vibes events scheduled for 2015. It should be noted that there is a signed Joint Hold Harmless Agreement (copy attached) between the Village of Brown Deer, the Brown Deer Foundation and Larry’s Market. RECOMMENDATION: To approve the Temporary Class “B” Retailer’s Licenses for Brown Deer Foundation events to be held on June 17, July 15, July 29 and August 19, 2015, and to waive the liquor license fees.	

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

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

FEE \$ _____

Application Date: 6/10/15

Town Village City of Brown Deer County of Milwaukee

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

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

at the premises described below during a special event beginning 7/29/15 and ending 7/29/15 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Brown Deer Foundation

(b) Address 4800 W. Green Brook Drive, Brown Deer, WI 53223

(c) Date organized 6/12/1997 Town Village City

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President Margaret Jaberger

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: Nate Piotrowski / Erin Horn
4800 W. Green Brook Drive, Brown Deer, WI 53223

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

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

(b) Lot _____ Block _____

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

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

3. NAME OF EVENT

(a) List name of the event Community Vibes

(b) Dates of event July 29, 2015

DECLARATION

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

Officer _____ (Signature/date) Brown Deer Foundation (Name of Organization)

Officer _____ (Signature/date) Margaret Jaberger (Signature/date)

Officer _____ (Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

(See Additional Information on Reverse Side)

Fee Paid	_____
Receipt#	_____
Date Issued	_____
Permit#	_____
(FOR VILLAGE HALL USE ONLY)	

STATE OF WISCONSIN

Milwaukee County |
 | ss.
 Village of Brown Deer |

Community Vibes June 17, 2015

APPLICATION FOR SODA WATER BEVERAGE LICENSE

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

Business Name of Applicant: <i>Brown Deer Foundation</i>	Trade Name (if different from business name):
Applicant's Mailing Address: <i>4800 W. Green Brook Drive</i>	City, State, Zip Code: <i>Brown Deer, WI 53223</i>
Applicant is (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input checked="" type="checkbox"/> Other <i>Foundation</i>	
Name of Establishment to be Licensed: <i>Brown Deer Foundation</i>	
Address of Licensed Premises (If applicant is not sole occupant of building, also give room number and building name): <i>4920 W. Green Brook Drive, Brown Deer, WI 53223</i>	
Name of Applicant (please print): <i>Margaret Tabery</i>	Telephone Number: <i>414-371-3070</i>
Signature of Applicant: <i>Margaret Tabery</i>	Date: <i>6/12/15</i>

APPLICATION

TRANSIENT AND TEMPORARY OUTDOOR ENTERTAINMENTS

Name of Applicant: <i>Margaret Tuberg</i>		Organization Name: <i>Brown Deer Foundation</i>	
Applicant's Mailing Address: <i>4800 W. Green Brook Drive</i>		City, State, Zip Code: <i>Brown Deer, WI 53223</i>	
Phone/Home:		Phone/Business:	
Name of On-Scene Event Coordinator: <i>Mark Thompson</i>	Telephone Number: <i>414-371-3073</i>	Cellular Phone Number: <i>262-617-1249</i>	
Applicant is (check one): <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Other _____			
Date of Event: <i>August 19, 2015</i>			
Location Address: <i>4120 W. Green Brook Drive</i>			
Location Description (please be specific, i.e., parking lot, backyard, etc.): <i>Brown Deer Village Park</i>			
Starting Time: <i>5pm</i>		Ending Time: <i>8pm</i>	
Number of People Attending (Estimated)		Adults: <i>300</i>	Juveniles: <i>50</i>
Description of Entertainment/Activity to be Provided (please be specific): <i>Up All Night</i>			
Traffic/Police Assistance Required:			
Name of Private Security Company:		Contact Person:	
Business Address:		Business Telephone Number:	

**TRANSIENT AND TEMPORARY OUTDOOR PERMIT
SUPPLEMENTAL INFORMATION**

GENERAL INFORMATION :

Is this event associated with an existing business? YES NO Brown Deer Foundation

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

Is the business a licensed premise? YES NO

Identify the licenses held by the involved business: None

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

Describe promotional plans for the event and attach any fliers, advertisements, and/or scripts that will be used in the promotion of the event. Fliers, Posters, Band website, newspaper calendars, lawn signs

LIVE MUSIC INFORMATION:

Band Name(s): Up All Night

Promotional Representative: _____

If no Promotional Representative, state last locations band has played at: Wisconsin State Fair, Mo's Irish Pub, Summerfest

Instrument(s): Guitar
(No. & Type) Bass
Drums

Instrument Amplification: YES NO

CROWD CONTROL INFORMATION :

Anticipated maximum number of persons on site at one time? 200-500

If event is indoors, occupancy limit of the facility being used? _____

No. of Bathroom Facilities available? : park restrooms

No. and size (in gallons) of Garbage Receptacles available? : on site @ park

Parking Locations Available : park/village hall parking

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

Will any Security personnel be on site? YES NO

Number of Security personnel to be on site? _____

If Security personnel are used, identify the professional organization they will be obtained from: _____

Contact Person's Name: _____ Phone Number: () _____ - _____

Insurance Coverage for Event Obtained? YES NO

Identify Insurance Company and Policy Number : HUB International Insurance Services
AR6360147-9

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

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

FOOD SALES OR PROVISION INFORMATION :

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

Food sales? : YES NO

Food provided without sales? : YES NO

If "yes", identify type of food that will be available: Larry's Market
Hamburgers, Hot dogs, Chicken breasts
Brats, Salad

Food Preparation Outdoors? YES NO

Manner of preparation : Grill

Amount of food to be prepared : enough for 200-500 people

BEVERAGE SALES AND/OR PROVISIONS :

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

Alcoholic beverage sales? YES NO

Licensed servers at location? YES NO

Alcohol not sold but available? YES NO

Anticipated quantity and types of Alcohol to be provided? :

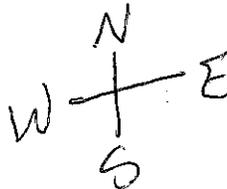
plastic bottle beer, wine 6oz plastic bottles
enough for 800-500 people

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

Soft Drink Sales? YES NO

EVENT PLAN :

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



Vendor/Spouse
Tent/food

Entertainment
Shelter # 2

Village Park
Restrooms

Margaret [Signature]
Submitted By:

6/12/15
Date

(414) 371-3070
Contact Number(s)



****CONFIDENTIAL****
REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Community Development Authority
ITEM DESCRIPTION: Offers to Purchase American TV
PREPARED BY: Nate Piotrowski, Community Development Director
REPORT DATE: June 9, 2015
EXPLANATION: The CDA and Village Board previously approved a purchase agreement with ALDI Inc (Wisconsin) for an approximate 2 acre outlot on the former American TV property at a price of \$750,000. Staff has worked with Aldi to improve their building design beyond the typical prototype. The modifications to the design would result in an additional \$200,000 in construction costs. To help offset these added costs, but to deliver a higher quality design, Village Staff is proposing to cost share the added architectural details by reducing the purchase to \$650,000. This purchase price, when combined with the 2.1 million dollars for PAK Technologies still allows the Village to recoup its original investment of 2.6 million for the entire site. Furthermore, the reduction in purchase price has a negligible effect on the larger TIF district and ongoing redevelopment efforts. Included are two drawings that showcase the base prototype that Aldi is deploying in Mukwonago and the redesign for the Brown Deer location.

ITEM	QUANTITY	CU. FT. PER ITEM	TOTAL
POWER SIGN (MEDIUM)	2	44.8	89.6
POWER SIGN (SMALL)	1	30.7	30.7
FOOD MARKET SIGN	2	21.9	43.8
TOTAL SIGNAGE			164.1

NOTE: THE QUANTITY FOR SIGNAGE CHECKED SHALL BE CHECKED AGAINST PERMIT & SIGNAGE.



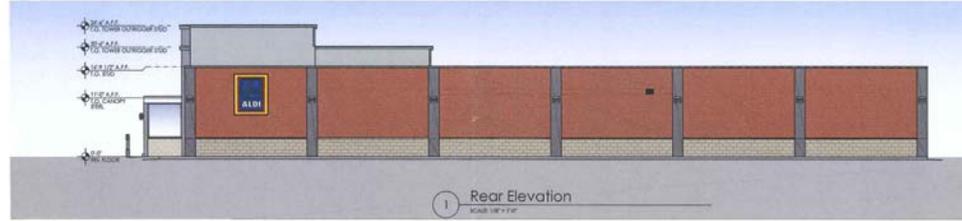
4 Side Elevation
SCALE: 1/8" = 1'-0"



3 Side Elevation
SCALE: 1/8" = 1'-0"



2 Front Elevation
SCALE: 1/8" = 1'-0"



1 Rear Elevation
SCALE: 1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

Revised:	Date:
A Preliminary Review	08/14/15
B	
C	
D	

Revisions:	Date:
11	
12	
13	
14	
15	
16	
17	
18	
19	

ms consultants, inc.
engineers, architects, planners
221 Schrock Road
Columbus, Ohio 43229-1547
phone 614.898.7100
fax 614.898.7370

DRAWN BY: ANL
REVIEWED BY: JL

ALDI Inc.
1545 South 13th Street
Oak Creek, WI 53154
USA

ALDI Inc. Store #46
Mukwonago, WI
E. Wolf Run & Maple Ave.
Mukwonago, WI 53149
Waukesha County
Project Name & Location:

Exterior Elevations	
Drawing Name:	
Prototype R/L 01/30/15	Project No. 40321-06
Type: LHRD-V6	A-201
Scale: As Noted	Drawing No.

File Name: N:\024021105 - MUKWONAGO, WI #46\024021105\CONVERSION IS PROTOTYPE - ALDI.DWG Author: LETTER, JESSICA File Date: 4/10/15

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between **Community Development Authority of the Village of Brown Deer**, a(n) [REDACTED] ("**Seller**"), and **Aldi Inc. (Wisconsin)**, a Wisconsin corporation ("**Buyer**").

Background Information

A. Seller is the owner of a certain tract of real property, containing approximately 2.197 acres, located at the northwest corner of North Park Plaza Court and West Brown Deer Road in Brown Deer, Wisconsin, as being generally depicted on **Exhibit A**, attached hereto and made a part hereof (said real property, together with all appurtenances and hereditaments thereto, shall be referred to, collectively, as the "**Property**"). **Exhibit A** is a map/site plan, setting forth a general depiction of the size, location and configuration of the Property. A legal description of the Property is to be attached hereto as **Exhibit B** per Section 5.03 below.

B. The Property is currently a part of a larger parcel which is owned by Seller that is comprised of approximately 10.031 acres (the "**Center**"). In the event that the transaction contemplated herein closes, the Center shall be subdivided into two (or more) parcels – the Property and the remainder of the Center, referred to herein as the "**Seller's Residual**." The Center and the development currently thereon are also depicted on **Exhibit A**. The land that comprises the Center is more particularly described on **Exhibit C**, attached hereto and made a part hereof.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF PROPERTY

1.01 Agreement. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$25,000.00 (which, together with interest accrued thereon, is referred to as the "**Earnest Money**"), within 10 days after the Effective Date, to AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 Attn: Lisa J.

AM
TJ

Berger, Esq. ("**Escrow Agent**"), Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

ARTICLE II
PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be \$650,000.00 (the "**Purchase Price**"), payable to Seller at Closing (as hereinafter defined), in immediately available funds, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 3.02 below (the "**Contingencies**"), within 150 days after the Effective Date (the "**Contingency Period**"). If Buyer has not satisfied the Contingencies set forth in Section 3.02 within said Contingency Period, then Buyer shall have the right to extend the Contingency Period for two (2) additional 30-day periods upon delivery to Seller of notice of each such extension at any time prior to the expiration of the Contingency Period (as may be extended). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "**Contingency Date**".

3.02 Contingencies. The Contingencies are as follows:

- (a) Approval of the appropriate governmental agencies of a site plan for the proposed retail grocery store to be developed on the Property for the operation of Buyer's business on the Property;
- (b) Obtain all permits (for construction and signage), licenses and other necessary governmental approvals for the proposed development;
- (c) Determination that the Property is properly zoned for Buyer's intended use, construction and development and that there are no other conditions or restrictions on Buyer's intended use and development thereof;
- (d) Determination that the Property is not located within a flood plain and that the Property has drainage conditions acceptable to Buyer for the proposed development of the Property;
- (e) Determination that all utilities necessary for the proposed development are available at, or within the right-of-way adjacent to, the boundary lines of the Property, in locations acceptable to Buyer, with sufficient capacity, pressure and depth to service the proposed development;

- (f) Receive a report, prepared by a certified environmental engineer engaged by Buyer, indicating that the Property is free of underground storage tanks and all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (g) Determination that the Property has soil conditions which without substantial corrective measures permit construction of the proposed development;
- (h) Approval of the Property, by the President of Buyer as a site that is acceptable for the development and operation of a select assortment grocery store;
- (i) Obtain any and all easements benefitting the Property and/or cancel any and all easements encumbering the Property, as may be necessary for Buyer's proposed development and use of the Property; and
- (j) To the extent required by applicable governing authorities, review and agree to the terms and conditions of any necessary development agreements by and between Buyer and Seller or other applicable governing authority (including, but not limited, a storm water facilities agreement for the use and shared maintenance of storm water facilities located on Seller's Residual).

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (as may be extended), Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies and, consequently, termination of this Agreement (the "**Termination Notice**").

3.04 Earnest Money. Notwithstanding anything to the contrary herein, the Earnest Money shall be held by Escrow Agent in accordance with the provisions of this Section 3.04:

- (a) If Buyer timely delivers a Termination Notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Earnest Money shall be returned to Buyer.
- (b) If the transaction contemplated hereby is closed, the Earnest Money shall be paid to Seller and credited to Buyer against the Purchase Price at Closing.
- (c) If the transaction contemplated hereby fails to close due to a Defect in title (Article V hereof) or due to a taking pursuant to eminent domain (Article X hereof), the Earnest Money shall be returned to Buyer and neither party shall



have any further liability hereunder, except as may be set forth in Section 5.04 hereof.

- (d) If the transaction contemplated hereby fails to close due to a default by Buyer, the Earnest Money shall be paid to Seller as liquidated damages hereunder (and not as a penalty and as Seller's sole remedy).
- (e) If the transaction contemplated hereby fails to close due to the default of Seller, the Earnest Money shall be returned to Buyer without prejudice, however, to all rights and remedies which Buyer may have against Seller, at law or in equity.

3.05 Plat/Lot Split Approval. Within 30 days after the Effective Date, Seller shall, at Seller's sole cost and expense, deliver to Buyer a boundary survey and a legal description of the Property, prepared by a surveyor registered in the State of Wisconsin and approved in advance by Buyer, together with evidence that said survey and legal description have been presented to the necessary governmental authorities and that, upon Closing, the governmental authorities will approve the same for purposes of splitting the Property from the Center into the Property and the Seller's Residual (the "**Preliminary Lot Split Documents**"). Buyer's ability to satisfy the Contingencies and to complete its review of the Title Commitment and Survey (pursuant to Article 5 below) is, in large part, dependent on Seller's timely performance of its obligations in this Section 3.05. In the event that Seller fails to timely deliver to Buyer the Preliminary Lot Split Documents, then the running of the Contingency Period shall be tolled, beginning on the 30th day following the Effective Date and continuing until Seller so delivers the Preliminary Lot Split Documents. In the event that Seller fails to deliver the Preliminary Lot Split Documents within 90 days following the Effective Date, Buyer shall have the right to terminate this Agreement, upon delivery of written notice thereof to Seller, in which case the Earnest Money shall be returned to Buyer and Buyer shall be entitled to the rights and remedies set forth in Section 3.04(e) above.

3.06 ECR. With respect to the easements to be obtained by Buyer pursuant to Section 3.02(i), Buyer and Seller (and any lender who holds a mortgage or other security interest on Seller's Residual) shall agree in writing on the terms and conditions of an easement and restriction agreement (the "**ECR**") between the Property and the Seller's Residual, the form of which shall be prepared by Buyer, providing for, *inter alia*:

- (a) If and to the extent necessary, perpetual, non-exclusive easements over and across the Seller's Residual for the benefit of the Property for the purposes of installing, using, maintaining, repairing and replacing service lines, connections and related improvements to provide utility services to the Property (including, but not limited to, any necessary easements for the Property to access storm water facilities on Seller's Residual);
- (b) Seller shall be responsible for maintaining the Seller's Residual at its sole cost and expense;
- (c) Buyer shall be responsible for maintaining the Property at its sole cost and expense;

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- (g) Restrictions on the future uses to be conducted on the Center, as set forth on **Exhibit D**, attached hereto and made a part hereof;
- (h) While any portion of the Center remains undeveloped, the owner thereof shall keep such portion seeded and mowed, and in a slightly condition; and
- (i) There shall specifically be no parking easements or rights between the Property and the Seller's Residual.

ARTICLE IV **SUBMISSION MATERIALS**

4.01 Seller's Cooperation. Seller agrees to submit to Buyer, within 5 days after the Effective Date, information and/or materials, to the extent the same is available to Seller, for Buyer's use in preparation for the purchase of the Property, including: (a) surveys, site plans, topographical studies, plat maps, property descriptions, zoning maps and engineering drawings for the utilities and public services servicing the Property; (b) soils reports for the Property; (c) environmental studies of the Property; (d) the most recent real estate tax bill; and (e) a copy of the title insurance policy (or other form of title evidence) issued upon Seller's acquisition or financing of the Property. All materials provided to Buyer pursuant to this Article IV shall be deemed conditionally delivered. If this transaction is not closed in accordance with the terms hereof such materials shall be returned to Seller upon demand. Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE V **EVIDENCE OF TITLE**

5.01 Title Commitment. Buyer shall, at its sole and expense, obtain from a title insurance company chosen by Buyer, a commitment (the "**Title Commitment**") to issue an American Land Title Association Owner's Title Insurance Policy (ALTA Form B, Rev. 2006) (the "**Title Policy**"), certified to at least the Effective Date of this Agreement, in the full amount of the Purchase Price. To be acceptable to Buyer, the Title Commitment shall show in Seller good and marketable title to the Property, and shall commit to insure said title free and clear of the standard printed exceptions, all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property as a retail grocery store;

- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable;
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed development and operation of the Property as a retail grocery store.

For title to the Property to be acceptable to Buyer, the Title Commitment must (i) commit to insure that all parcels of land are contiguous, if the legal description for the Property includes more than one parcel and that there are no gaps nor gores among them; (ii) commit to insure that on the Closing Date, the Property shall have direct access to dedicated public roads that abut the Property; (iii) fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property and provide insurance coverage in respect to all of such appurtenant rights; and (iv) include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing and as a condition of Closing, Buyer shall obtain an endorsement to the Title Commitment updating the Title Commitment to the Closing Date and showing no change in the state of the title to the Property. After Closing, a final Title Policy that comports with the foregoing terms and conditions shall be issued in the amount of the Purchase Price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement shall be paid by Buyer.

5.03 Survey. Buyer may, at its cost and expense, obtain a current ALTA survey of the Property (the "**Survey**"), prepared by a surveyor registered in the State of Wisconsin. The Survey shall comport with the depiction of the Property set forth on **Exhibit A**, shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the title insurance company. Subject to the approval of the title insurance company, the legal description included in the Survey shall be used in the Title Commitment and Title Policy and in all documents of transfer contemplated hereby, and shall be inserted as **Exhibit B** hereto.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey obtained hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "**Defects**"), Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to cure or remove any such Defects. In the event Seller is unable to cure or remove the Defects within said 30-day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have 10 days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such Defects; or
- (b) To withdraw from this transaction and terminate this Agreement, without prejudice, however, to any rights or remedies which Buyer may have at law or in equity.

ARTICLE VI
DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to the ECR, a closing statement, the most recent real estate tax bill(s), a certificate as to Seller's status under the Foreign Investment in Real Property Tax Act, Seller's affidavit regarding liens (mechanics' or other), unrecorded matters and parties in possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII
POSSESSION AND INSPECTION

7.01 Possession at Closing. Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date.

7.02 Inspection. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Property, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by Buyer. Buyer shall indemnify and hold harmless Seller for any loss, cost or liability incurred by Seller due to Buyer's entry onto the Property pursuant to this Section 7.02.

ARTICLE VIII
CLOSING

8.01 Closing Date. The purchase and sale of the Property shall be closed (the "**Closing**") within 30 days after the Contingency Date, which Closing date may be extended by agreement of the parties and shall be extended by such time, if any, as is necessary to

cure Defects, as set forth in Section 5.04 hereof (the "**Closing Date**"). The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. Seller shall pay all delinquent real estate taxes, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable); all real estate taxes for years prior to the Closing Date; real estate taxes for the year of Closing, prorated through the Closing Date; and all agricultural use, roll-back taxes, or tax recoupments, if any, for years through the year of Closing. The proration of undetermined taxes shall be based upon a 365-day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer (or other applicable government agency or body) for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's (or other applicable government agency or body) records and that to the best of Seller's knowledge, no site or area improvement has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property;

- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
 - (i) The cost of any deed stamps or conveyance fee required to be paid in connection with the recording of the general warranty deed;

 - (ii) The cost of all municipal services and public utility charges (if any) due through the Closing Date;

- (iii) ½ the recording fees required for recording the ECR; and
 - (iv) ½ of the fee charged by the Escrow Agent for conducting the Closing.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:
- (i) The cost of furnishing the Title Commitment and Title Policy;
 - (ii) The recording fees required for recording the general warranty deed;
 - (iii) ½ the recording fees required for recording the ECR;
 - (iv) ½ of the fee charged by the Escrow Agent for conducting the Closing; and
 - (v) The cost of the Survey.
- (d) Brokers. Seller and Buyer each hereby warrants and represents to the other that it has not, with the exception of CBRE, representing Buyer (the "**Broker**"), engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to pay all commissions and/or fees due to the Broker pursuant to a separate agreement. Seller and Buyer (except as to the Broker) shall indemnify and hold harmless the other from and against any other claim by any party claiming through Seller or Buyer, respectively, for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Agreement.

ARTICLE X
EMINENT DOMAIN

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within 10 days after Seller first becomes aware thereof, and upon the giving of such notice, Buyer shall then have 30 days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said 30-day period, this Agreement shall terminate, the

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Earnest Money shall be returned to Buyer and thereafter both parties shall be released from further liability or obligation hereunder.

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

11.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) Seller has no knowledge of any fact or condition which would result in the termination or limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;
- (e) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property, and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (f) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (g) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and the

conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Seller shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;

- (h) Through and until the Closing Date, Seller shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property;
- (i) To the best of Seller's knowledge, there are no underground storage tanks and no hazardous wastes, substances, or materials (collectively, "**Hazardous Materials**") located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law. Seller has disclosed that no environmental phase 1 testing has been performed on the Property and that prior to the construction of the existing building and site, to Seller's knowledge, the Property and surrounding area was farmland;
- (j) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property;
- (k) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Property which would, in any way, impair, interfere with or prevent Buyer's intended use of the Property as a retail grocery store; and
- (l) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements

delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement and to have the Earnest Money returned to Buyer.

ARTICLE XII NOTICES

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) facsimile (confirmed receipt), (d) email transmission, or (e) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

(a) If intended for Seller, to:

Community Development Authority of the Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223
Attn: Michael Hall
Fax #: _____
Email: _____

(b) If intended for Buyer, to:

Aldi Inc. (Wisconsin)
Attn: Tom Howald, Director of Real Estate
9342 South 13th Street
Oak Creek, WI 53154
Fax #: (414) 570-1864
Email: tom.howald@aldi.us

With a copy to:

Kayne Law Group
612 Park Street, Suite 100
Columbus, Ohio 43215
Attn: Bradley J. Walent, Esq.

Fax #: (614) 559-6768
Email: bwalent@kaynelaw.com

ARTICLE XIII
GENERAL PROVISIONS

13.01 Governing Law. This Agreement is being executed and delivered in the State of Wisconsin and shall be construed and enforced in accordance with the laws of the State of Wisconsin. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Wisconsin.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

13.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.



13.09 Like-Kind Exchange. Buyer may exchange fee title to the Property for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Buyer expressly reserves the right to assign its rights but not its obligations hereunder to a "Qualified Intermediary" as provided in IRC Reg. 1.1031(k)-(g)(4) in connection with such an exchange at any time on or before the Closing Date. Seller hereby agrees to cooperate with Buyer (at no cost to Seller) in effectuating any such exchange.

13.10 Assignment. Buyer hereby reserves the right to assign this Agreement to its nominee. Buyer shall notify Seller of any such assignment at least 5 days prior to the Closing Date by delivery of notice in the manner otherwise required hereunder.

13.11 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

SELLER:

Community Development Authority of the Village of Brown Deer,
a(n) _____

By: _____

Date: _____

BUYER:

Aldi Inc. (Wisconsin),
a Wisconsin corporation

By: Atty. McGrath
Atty McGrath, Vice President

Date: 4/5/15

Reviewed By:

Tom Howard
Tom Howard, Director of Real Estate

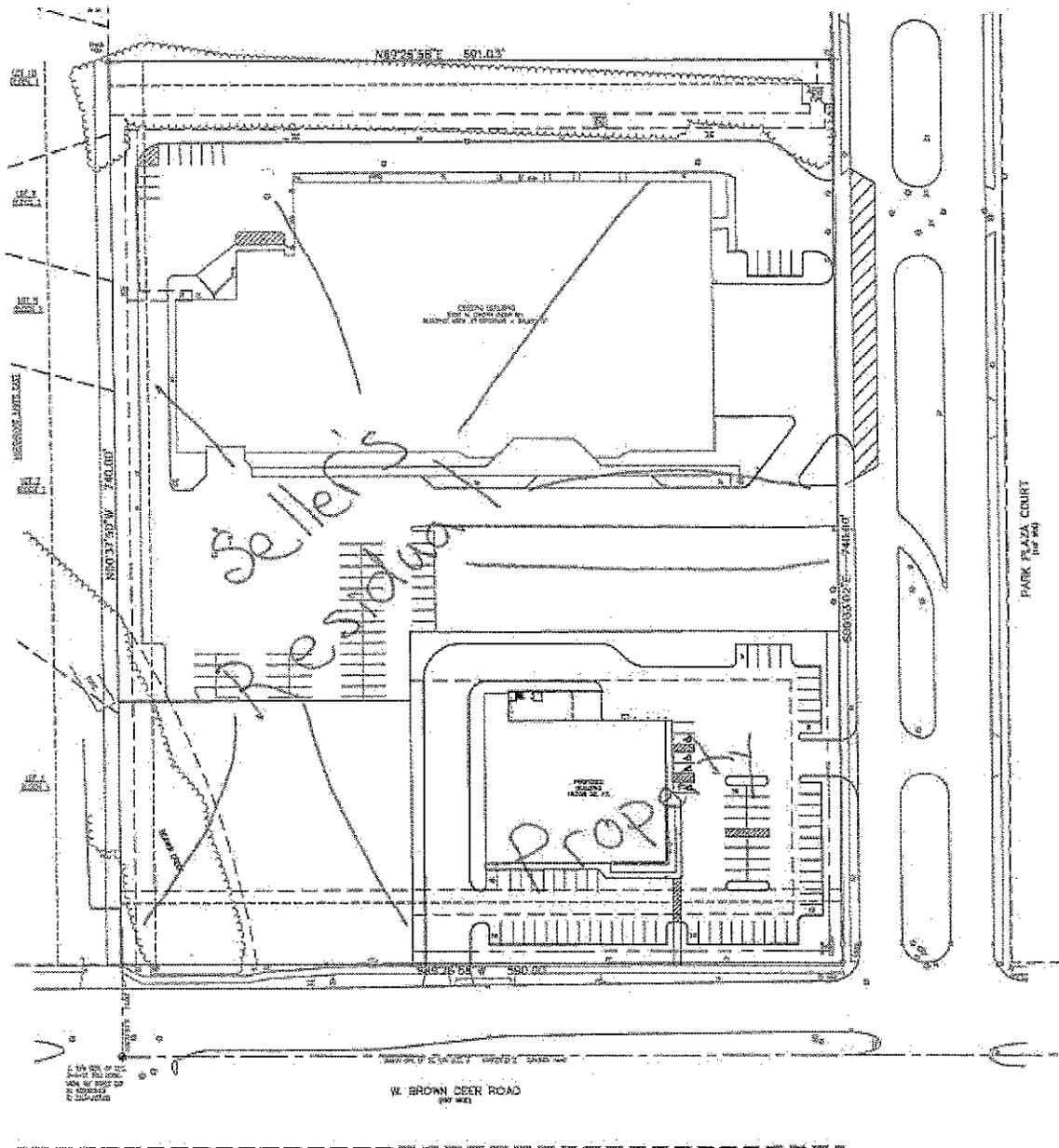
Date: 6/5/15

Index of Exhibits:

- A. Site Plan
- B. Legal Description of the Property
- C. Legal Description of the Center
- D. Use Restrictions

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EXHIBIT A
Site Plan



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EXHIBIT B
Legal Description of the Property

[To be inserted pursuant to Section 5.03]

Lot 1 of Milwaukee County CSM No. _____

EXHIBIT C
Legal Description of the Center

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Parcel 1 of Certified Survey Map No. 5023, recorded October 8, 1987, in Reel 2149, Images 441-443 inclusive, as Document No. 6112759, being a redivision of Lot 104 in Park Plaza of Brown Deer, being a Subdivision of a part of the Northeast ¼ and the Southeast ¼ of Section 3, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin.

Property Address: 6700 W. Brown Deer Road
Tax ID No.: 030-0104-001

EXHIBIT D
Use Restrictions

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Seller hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of Seller's Residual for the uses set forth in items a through y below.

(a) Retail Grocery Store

"Retail Grocery Store" shall mean a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where more than 50 grocery items are sold for off-premises consumption. "Retail Grocery Store" shall not include a delicatessen, or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption.

- (b) a use or operation that is generally considered to be an environmental risk to any portion of the Center or surrounding properties;
- (c) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 60% of its gross sales;
- (d) a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for a dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (e) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);
- (f) adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy);
- (g) a pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty students at any one time, skating rink or bowling alley;
- (h) any business or use that would negatively impact Buyer's access to parking spaces;
- (i) children's play or party center, telemarketing, polling and surveying center or office use; however the foregoing shall be permitted provided there is sufficient parking, ingress, and egress, so as not to unreasonably interfere with the use, ingress and egress, parking needs, or quiet enjoyment of seller's premises.

- (j) an abortion clinic; Planned Parenthood;
- (k) a pet store, except that a national pet store (i.e. a Petsmart or Petco) shall be permitted providing the location of such use is located no less than 250' from the property;
- (l) a gasoline station or an auto repair shop;
- (m) a lot for the sale of used automobiles;
- (n) a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
- (o) off-track betting establishment, bingo parlor or any gambling use;
- (p) a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;
- (q) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling, packaging, distribution, or mining operations, except that such uses may be allowed provided any odors, noise, flash or smoke, confined to the interior of the building, and provided further such uses do not unreasonably interfere with the use, ingress and egress, parking needs, or quiet enjoyment of seller's premises. ;
- (r) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (s) a pawn shop, a thrift store, consignment shop or "re-sell_ shop, a "Good Will" or "Salvation Army" type store, flea market or store dedicated to the sale of tobacco products;
- (t) a mortuary or funeral home;
- (u) a church or other place of worship, banquet hall, auditorium or meeting hall;
- (v) no flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located in the Center;
- (w) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e. not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or
- (x) carnival, amusement park, or circus

Notwithstanding the foregoing Use Restrictions, Buyer is aware of a contemplated storm water retention facility and the PAK Technologies distribution center on the Property, and consents to the same.

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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between **Community Development Authority of the Village of Brown Deer**, a(n) [REDACTED] ("**Seller**"), and **Aldi Inc. (Wisconsin)**, a Wisconsin corporation ("**Buyer**").

Background Information

A. Seller is the owner of a certain tract of real property, containing approximately 2.197 acres, located at the northwest corner of North Park Plaza Court and West Brown Deer Road in Brown Deer, Wisconsin, as being generally depicted on **Exhibit A**, attached hereto and made a part hereof (said real property, together with all appurtenances and hereditaments thereto, shall be referred to, collectively, as the "**Property**"). **Exhibit A** is a map/site plan, setting forth a general depiction of the size, location and configuration of the Property. A legal description of the Property is to be attached hereto as **Exhibit B** per Section 5.03 below.

B. The Property is currently a part of a larger parcel which is owned by Seller that is comprised of approximately 10.031 acres (the "**Center**"). In the event that the transaction contemplated herein closes, the Center shall be subdivided into two (or more) parcels – the Property and the remainder of the Center, referred to herein as the "**Seller's Residual**." The Center and the development currently thereon are also depicted on **Exhibit A**. The land that comprises the Center is more particularly described on **Exhibit C**, attached hereto and made a part hereof.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF PROPERTY

1.01 Agreement. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$25,000.00 (which, together with interest accrued thereon, is referred to as the "**Earnest Money**"), within 10 days after the Effective Date, to AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 Attn: Lisa J.

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Berger, Esq. ("**Escrow Agent**"), Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

ARTICLE II
PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be \$650,000.00 (the "**Purchase Price**"), payable to Seller at Closing (as hereinafter defined), in immediately available funds, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 3.02 below (the "**Contingencies**"), within 150 days after the Effective Date (the "**Contingency Period**"). If Buyer has not satisfied the Contingencies set forth in Section 3.02 within said Contingency Period, then Buyer shall have the right to extend the Contingency Period for two (2) additional 30-day periods upon delivery to Seller of notice of each such extension at any time prior to the expiration of the Contingency Period (as may be extended). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "**Contingency Date**".

3.02 Contingencies. The Contingencies are as follows:

- (a) Approval of the appropriate governmental agencies of a site plan for the proposed retail grocery store to be developed on the Property for the operation of Buyer's business on the Property;
- (b) Obtain all permits (for construction and signage), licenses and other necessary governmental approvals for the proposed development;
- (c) Determination that the Property is properly zoned for Buyer's intended use, construction and development and that there are no other conditions or restrictions on Buyer's intended use and development thereof;
- (d) Determination that the Property is not located within a flood plain and that the Property has drainage conditions acceptable to Buyer for the proposed development of the Property;
- (e) Determination that all utilities necessary for the proposed development are available at, or within the right-of-way adjacent to, the boundary lines of the Property, in locations acceptable to Buyer, with sufficient capacity, pressure and depth to service the proposed development;

- (f) Receive a report, prepared by a certified environmental engineer engaged by Buyer, indicating that the Property is free of underground storage tanks and all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (g) Determination that the Property has soil conditions which without substantial corrective measures permit construction of the proposed development;
- (h) Approval of the Property, by the President of Buyer as a site that is acceptable for the development and operation of a select assortment grocery store;
- (i) Obtain any and all easements benefitting the Property and/or cancel any and all easements encumbering the Property, as may be necessary for Buyer's proposed development and use of the Property; and
- (j) To the extent required by applicable governing authorities, review and agree to the terms and conditions of any necessary development agreements by and between Buyer and Seller or other applicable governing authority (including, but not limited, a storm water facilities agreement for the use and shared maintenance of storm water facilities located on Seller's Residual).

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (as may be extended), Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies and, consequently, termination of this Agreement (the "**Termination Notice**").

3.04 Earnest Money. Notwithstanding anything to the contrary herein, the Earnest Money shall be held by Escrow Agent in accordance with the provisions of this Section 3.04:

- (a) If Buyer timely delivers a Termination Notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Earnest Money shall be returned to Buyer.
- (b) If the transaction contemplated hereby is closed, the Earnest Money shall be paid to Seller and credited to Buyer against the Purchase Price at Closing.
- (c) If the transaction contemplated hereby fails to close due to a Defect in title (Article V hereof) or due to a taking pursuant to eminent domain (Article X hereof), the Earnest Money shall be returned to Buyer and neither party shall

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have any further liability hereunder, except as may be set forth in Section 5.04 hereof.

- (d) If the transaction contemplated hereby fails to close due to a default by Buyer, the Earnest Money shall be paid to Seller as liquidated damages hereunder (and not as a penalty and as Seller's sole remedy).
- (e) If the transaction contemplated hereby fails to close due to the default of Seller, the Earnest Money shall be returned to Buyer without prejudice, however, to all rights and remedies which Buyer may have against Seller, at law or in equity.

3.05 Plat/Lot Split Approval. Within 30 days after the Effective Date, Seller shall, at Seller's sole cost and expense, deliver to Buyer a boundary survey and a legal description of the Property, prepared by a surveyor registered in the State of Wisconsin and approved in advance by Buyer, together with evidence that said survey and legal description have been presented to the necessary governmental authorities and that, upon Closing, the governmental authorities will approve the same for purposes of splitting the Property from the Center into the Property and the Seller's Residual (the "**Preliminary Lot Split Documents**"). Buyer's ability to satisfy the Contingencies and to complete its review of the Title Commitment and Survey (pursuant to Article 5 below) is, in large part, dependent on Seller's timely performance of its obligations in this Section 3.05. In the event that Seller fails to timely deliver to Buyer the Preliminary Lot Split Documents, then the running of the Contingency Period shall be tolled, beginning on the 30th day following the Effective Date and continuing until Seller so delivers the Preliminary Lot Split Documents. In the event that Seller fails to deliver the Preliminary Lot Split Documents within 90 days following the Effective Date, Buyer shall have the right to terminate this Agreement, upon delivery of written notice thereof to Seller, in which case the Earnest Money shall be returned to Buyer and Buyer shall be entitled to the rights and remedies set forth in Section 3.04(e) above.

3.06 ECR. With respect to the easements to be obtained by Buyer pursuant to Section 3.02(i), Buyer and Seller (and any lender who holds a mortgage or other security interest on Seller's Residual) shall agree in writing on the terms and conditions of an easement and restriction agreement (the "**ECR**") between the Property and the Seller's Residual, the form of which shall be prepared by Buyer, providing for, *inter alia*:

- (a) If and to the extent necessary, perpetual, non-exclusive easements over and across the Seller's Residual for the benefit of the Property for the purposes of installing, using, maintaining, repairing and replacing service lines, connections and related improvements to provide utility services to the Property (including, but not limited to, any necessary easements for the Property to access storm water facilities on Seller's Residual);
- (b) Seller shall be responsible for maintaining the Seller's Residual at its sole cost and expense;
- (c) Buyer shall be responsible for maintaining the Property at its sole cost and expense;

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- (g) Restrictions on the future uses to be conducted on the Center, as set forth on **Exhibit D**, attached hereto and made a part hereof;
- (h) While any portion of the Center remains undeveloped, the owner thereof shall keep such portion seeded and mowed, and in a sightly condition; and
- (i) There shall specifically be no parking easements or rights between the Property and the Seller's Residual.

ARTICLE IV **SUBMISSION MATERIALS**

4.01 Seller's Cooperation. Seller agrees to submit to Buyer, within 5 days after the Effective Date, information and/or materials, to the extent the same is available to Seller, for Buyer's use in preparation for the purchase of the Property, including: (a) surveys, site plans, topographical studies, plat maps, property descriptions, zoning maps and engineering drawings for the utilities and public services servicing the Property; (b) soils reports for the Property; (c) environmental studies of the Property; (d) the most recent real estate tax bill; and (e) a copy of the title insurance policy (or other form of title evidence) issued upon Seller's acquisition or financing of the Property. All materials provided to Buyer pursuant to this Article IV shall be deemed conditionally delivered. If this transaction is not closed in accordance with the terms hereof such materials shall be returned to Seller upon demand. Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE V **EVIDENCE OF TITLE**

5.01 Title Commitment. Buyer shall, at its sole and expense, obtain from a title insurance company chosen by Buyer, a commitment (the "**Title Commitment**") to issue an American Land Title Association Owner's Title Insurance Policy (ALTA Form B, Rev. 2006) (the "**Title Policy**"), certified to at least the Effective Date of this Agreement, in the full amount of the Purchase Price. To be acceptable to Buyer, the Title Commitment shall show in Seller good and marketable title to the Property, and shall commit to insure said title free and clear of the standard printed exceptions, all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property as a retail grocery store;

- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable;
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed development and operation of the Property as a retail grocery store.

For title to the Property to be acceptable to Buyer, the Title Commitment must (i) commit to insure that all parcels of land are contiguous, if the legal description for the Property includes more than one parcel and that there are no gaps nor gores among them; (ii) commit to insure that on the Closing Date, the Property shall have direct access to dedicated public roads that abut the Property; (iii) fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property and provide insurance coverage in respect to all of such appurtenant rights; and (iv) include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing and as a condition of Closing, Buyer shall obtain an endorsement to the Title Commitment updating the Title Commitment to the Closing Date and showing no change in the state of the title to the Property. After Closing, a final Title Policy that comports with the foregoing terms and conditions shall be issued in the amount of the Purchase Price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement shall be paid by Buyer.

5.03 Survey. Buyer may, at its cost and expense, obtain a current ALTA survey of the Property (the "**Survey**"), prepared by a surveyor registered in the State of Wisconsin. The Survey shall comport with the depiction of the Property set forth on **Exhibit A**, shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the title insurance company. Subject to the approval of the title insurance company, the legal description included in the Survey shall be used in the Title Commitment and Title Policy and in all documents of transfer contemplated hereby, and shall be inserted as **Exhibit B** hereto.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey obtained hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "**Defects**"), Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to cure or remove any such Defects. In the event Seller is unable to cure or remove the Defects within said 30-day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have 10 days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such Defects; or
- (b) To withdraw from this transaction and terminate this Agreement, without prejudice, however, to any rights or remedies which Buyer may have at law or in equity.

ARTICLE VI
DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to the ECR, a closing statement, the most recent real estate tax bill(s), a certificate as to Seller's status under the Foreign Investment in Real Property Tax Act, Seller's affidavit regarding liens (mechanics' or other), unrecorded matters and parties in possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII
POSSESSION AND INSPECTION

7.01 Possession at Closing. Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date.

7.02 Inspection. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Property, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by Buyer. Buyer shall indemnify and hold harmless Seller for any loss, cost or liability incurred by Seller due to Buyer's entry onto the Property pursuant to this Section 7.02.

ARTICLE VIII
CLOSING

8.01 Closing Date. The purchase and sale of the Property shall be closed (the "**Closing**") within 30 days after the Contingency Date, which Closing date may be extended by agreement of the parties and shall be extended by such time, if any, as is necessary to

cure Defects, as set forth in Section 5.04 hereof (the "**Closing Date**"). The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. Seller shall pay all delinquent real estate taxes, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable); all real estate taxes for years prior to the Closing Date; real estate taxes for the year of Closing, prorated through the Closing Date; and all agricultural use, roll-back taxes, or tax recoupments, if any, for years through the year of Closing. The proration of undetermined taxes shall be based upon a 365-day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer (or other applicable government agency or body) for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's (or other applicable government agency or body) records and that to the best of Seller's knowledge, no site or area improvement has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property;

- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
 - (i) The cost of any deed stamps or conveyance fee required to be paid in connection with the recording of the general warranty deed;

 - (ii) The cost of all municipal services and public utility charges (if any) due through the Closing Date;

- (iii) ½ the recording fees required for recording the ECR; and
 - (iv) ½ of the fee charged by the Escrow Agent for conducting the Closing.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:
- (i) The cost of furnishing the Title Commitment and Title Policy;
 - (ii) The recording fees required for recording the general warranty deed;
 - (iii) ½ the recording fees required for recording the ECR;
 - (iv) ½ of the fee charged by the Escrow Agent for conducting the Closing; and
 - (v) The cost of the Survey.
- (d) Brokers. Seller and Buyer each hereby warrants and represents to the other that it has not, with the exception of CBRE, representing Buyer (the "**Broker**"), engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to pay all commissions and/or fees due to the Broker pursuant to a separate agreement. Seller and Buyer (except as to the Broker) shall indemnify and hold harmless the other from and against any other claim by any party claiming through Seller or Buyer, respectively, for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Agreement.

ARTICLE X EMINENT DOMAIN

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within 10 days after Seller first becomes aware thereof, and upon the giving of such notice, Buyer shall then have 30 days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said 30-day period, this Agreement shall terminate, the

Earnest Money shall be returned to Buyer and thereafter both parties shall be released from further liability or obligation hereunder.

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

11.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) Seller has no knowledge of any fact or condition which would result in the termination or limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;
- (e) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property, and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (f) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (g) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and the

conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Seller shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;

- (h) Through and until the Closing Date, Seller shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property;
- (i) To the best of Seller's knowledge, there are no underground storage tanks and no hazardous wastes, substances, or materials (collectively, "**Hazardous Materials**") located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law. Seller has disclosed that no environmental phase 1 testing has been performed on the Property and that prior to the construction of the existing building and site, to Seller's knowledge, the Property and surrounding area was farmland;
- (j) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property;
- (k) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Property which would, in any way, impair, interfere with or prevent Buyer's intended use of the Property as a retail grocery store; and
- (l) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements

delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement and to have the Earnest Money returned to Buyer.

ARTICLE XII NOTICES

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) facsimile (confirmed receipt), (d) email transmission, or (e) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

(a) If intended for Seller, to:

Community Development Authority of the Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223
Attn: Michael Hall
Fax #: _____
Email: _____

(b) If intended for Buyer, to:

Aldi Inc. (Wisconsin)
Attn: Tom Howald, Director of Real Estate
9342 South 13th Street
Oak Creek, WI 53154
Fax #: (414) 570-1864
Email: tom.howald@aldi.us

With a copy to:

Kayne Law Group
612 Park Street, Suite 100
Columbus, Ohio 43215
Attn: Bradley J. Walent, Esq.

Fax #: (614) 559-6768
Email: bwalent@kaynelaw.com

ARTICLE XIII
GENERAL PROVISIONS

13.01 Governing Law. This Agreement is being executed and delivered in the State of Wisconsin and shall be construed and enforced in accordance with the laws of the State of Wisconsin. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Wisconsin.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

13.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.



13.09 Like-Kind Exchange. Buyer may exchange fee title to the Property for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Buyer expressly reserves the right to assign its rights but not its obligations hereunder to a "Qualified Intermediary" as provided in IRC Reg. 1.1031(k)-(g)(4) in connection with such an exchange at any time on or before the Closing Date. Seller hereby agrees to cooperate with Buyer (at no cost to Seller) in effectuating any such exchange.

13.10 Assignment. Buyer hereby reserves the right to assign this Agreement to its nominee. Buyer shall notify Seller of any such assignment at least 5 days prior to the Closing Date by delivery of notice in the manner otherwise required hereunder.

13.11 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

SELLER:

**Community Development Authority of the Village
of Brown Deer,**

a(n) _____

By: _____

Date: _____

BUYER:

Aldi Inc. (Wisconsin),
a Wisconsin corporation

By: Atty McGrath
Atty McGrath, Vice President

Date: 4/5/15

Reviewed By:

Tom Howald
Tom Howald, Director of Real Estate

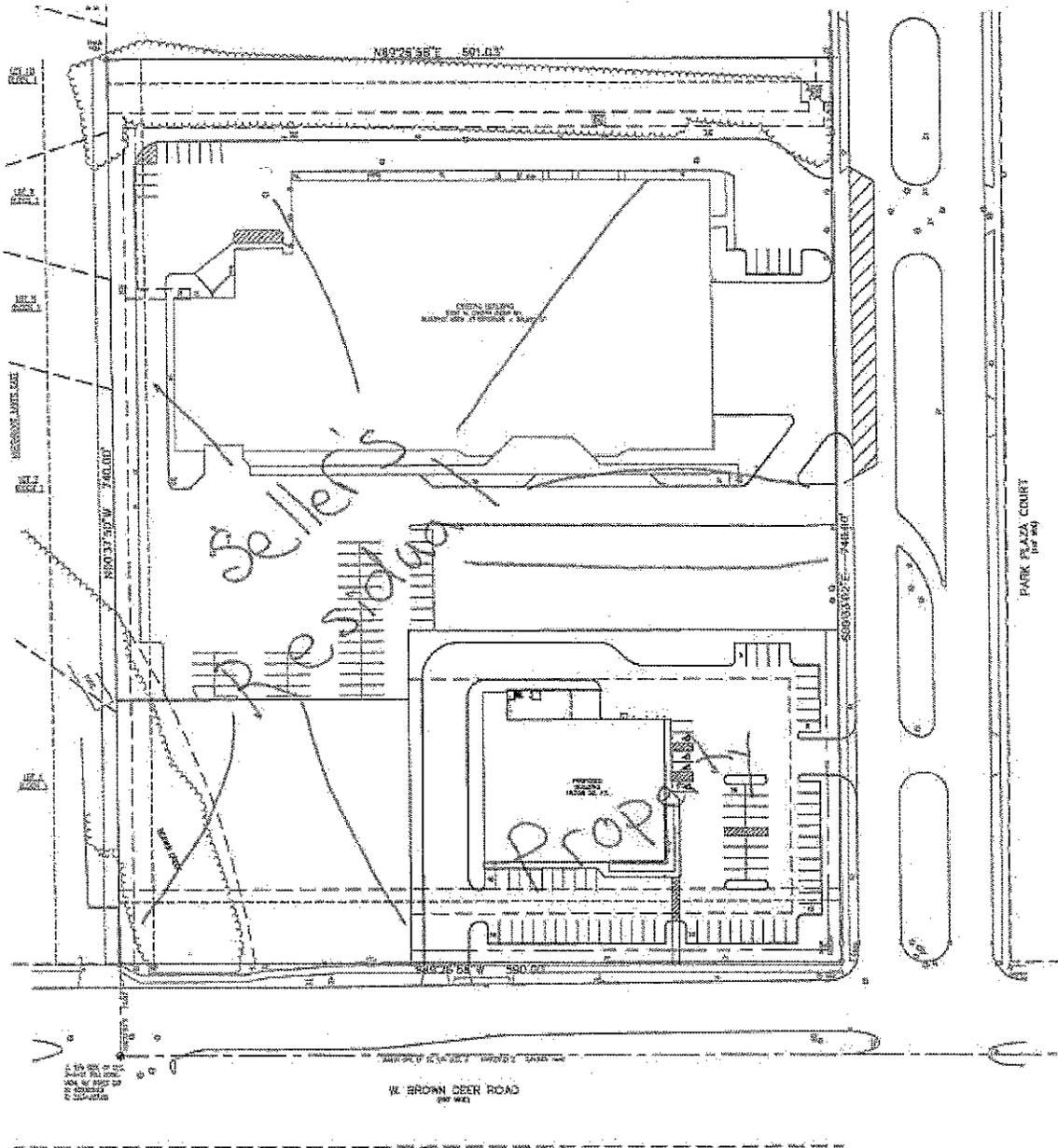
Date: 6/5/15

Index of Exhibits:

- A. Site Plan
- B. Legal Description of the Property
- C. Legal Description of the Center
- D. Use Restrictions

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7

EXHIBIT A
Site Plan



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TH

EXHIBIT B
Legal Description of the Property

[To be inserted pursuant to Section 5.03]

Lot 1 of Milwaukee County CSM No. _____

EXHIBIT C
Legal Description of the Center

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Parcel 1 of Certified Survey Map No. 5023, recorded October 8, 1987, in Reel 2149, Images 441-443 inclusive, as Document No. 6112759, being a redivision of Lot 104 in Park Plaza of Brown Deer, being a Subdivision of a part of the Northeast ¼ and the Southeast ¼ of Section 3, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin.

Property Address: 6700 W. Brown Deer Road
Tax ID No.: 030-0104-001

EXHIBIT D
Use Restrictions

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Seller hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of Seller's Residual for the uses set forth in items a through y below.

(a) Retail Grocery Store

"Retail Grocery Store" shall mean a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where more than 50 grocery items are sold for off-premises consumption. "Retail Grocery Store" shall not include a delicatessen, or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption.

- (b) a use or operation that is generally considered to be an environmental risk to any portion of the Center or surrounding properties;
- (c) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 60% of its gross sales;
- (d) a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for a dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (e) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);
- (f) adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy);
- (g) a pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty students at any one time, skating rink or bowling alley;
- (h) any business or use that would negatively impact Buyer's access to parking spaces;
- (i) children's play or party center, telemarketing, polling and surveying center or office use; however the foregoing shall be permitted provided there is sufficient parking, ingress, and egress, so as not to unreasonably interfere with the use, ingress and egress, parking needs, or quiet enjoyment of seller's premises.

- (j) an abortion clinic; Planned Parenthood;
- (k) a pet store, except that a national pet store (i.e. a Petsmart or Petco) shall be permitted providing the location of such use is located no less than 250' from the property;
- (l) a gasoline station or an auto repair shop;
- (m) a lot for the sale of used automobiles;
- (n) a mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
- (o) off-track betting establishment, bingo parlor or any gambling use;
- (p) a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;
- (q) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling, packaging, distribution, or mining operations, except that such uses may be allowed provided any odors, noise, flash or smoke, confined to the interior of the building, and provided further such uses do not unreasonably interfere with the use, ingress and egress, parking needs, or quiet enjoyment of seller's premises. ;
- (r) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage of refuse;
- (s) a pawn shop, a thrift store, consignment shop or "re-sell_ shop, a "Good Will" or "Salvation Army" type store, flea market or store dedicated to the sale of tobacco products;
- (t) a mortuary or funeral home;
- (u) a church or other place of worship, banquet hall, auditorium or meeting hall;
- (v) no flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located in the Center;
- (w) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e. not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or
- (x) carnival, amusement park, or circus

Notwithstanding the foregoing Use Restrictions, Buyer is aware of a contemplated storm water retention facility and the PAK Technologies distribution center on the Property, and consents to the same.

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Resolution Opposing Changes to
the Room Tax Law Inserted into
the State Budget

Resolution No. 15-

Whereas, on May 27 the state Legislature's Joint Committee on Finance inserted into the state budget bill room tax law changes sought by the Wisconsin Hotel and Lodging Association that interfere with local control over a municipally authorized and imposed tax; and

Whereas, the budget amendment eliminates municipal governing body discretion to spend room tax revenues directly on tourism promotion and development; mandating instead that municipalities transfer the revenues designated for tourism promotion and development to an unelected tourism entity or commission for spending; and

Whereas, between 1967, when municipal room taxes were first allowed, and 1994 there were no restrictions on how communities could use room tax revenues: and

Whereas, in 1994 state law was changed to require that any communities enacting a room tax in the future must devote 70% of the revenue to tourism promotion and development: and

Whereas, the state budget amendment modifies the 1994 grandfather clause by requiring municipalities that retain more than 30 percent of the room tax revenue for purposes other than tourism promotion and development pursuant to ordinances adopted prior to 1994 to reduce and cap the amount retained by 2020 to the same dollar amount the community retained in 2009; and

Whereas, the budget amendment will create a significant hole in some community's budgets, which they will not be able to fill due to strict levy limits, and

Whereas, given the severe financial stress municipalities are under, it doesn't make sense to reduce a source of revenue that some municipalities use to pay convention center debt, to pay for police and fire services provided to hotels, or to pay for other municipal services necessary for the community, and therefore, tourism to thrive.

NOW THEREFORE BE IT RESOLVED that the Village of Brown Deer opposes any changes to the room tax law being included in the state budget and urges the state Legislature to remove the changes prior to final enactment of the budget and directs the Clerk to send a copy of this resolution to the Honorable State Legislators that represent us in the State Legislature and to Governor Scott Walker.

Be It Further Resolved that if Legislature passes the state budget with the room tax law changes intact, then the Village of Brown Deer urges Governor Walker to veto the room tax law changes.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 15th day of June, 2015.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

<u>BUDGE YR</u>	<u>BUDGET*</u>	<u>BUDGET YR</u>	<u>ACTUAL</u>	<u>LOST GENERAL FUND REVENUES</u>	<u>30%</u>
2016	613,534	2013	580,404	33,130	184,060
2017	625,805	2012	504,958	120,847	187,741
2018	638,321	2011	492,759	145,562	191,496
2019	651,087	2010	476,934	174,153	195,326
2020**	664,109	2009	433,153	230,957	199,233

* (based on a 2% increase from previous year)

** (and thereafter, same dollar amount in 2009)

2014 HOTEL TAX	589,710	176,913
2015 HOTEL TAX	601,504	180,451



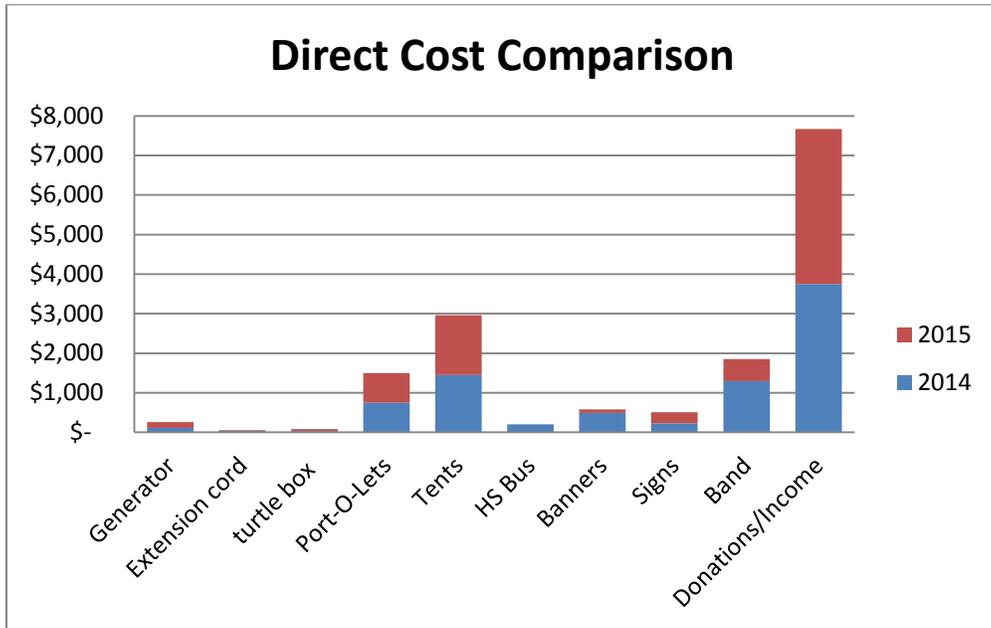
REQUEST FOR CONSIDERATION

COMMITTEE: Village Board
ITEM DESCRIPTION: Eat & Greet Post Event Evaluation
PREPARED BY: Erin Hirn, MPA, Assistant Village Manager
REPORT DATE: June 15, 2015
MANAGER'S REVIEW/COMMENTS: <input type="checkbox"/> No additional comments to this <input type="checkbox"/> report. See additional comments attached.
RECOMMENDATION: EXPLANATION: This is the second year the Village of Brown Deer has had a successful Eat & Greet event. We strive to make each year a unique and exciting experience as well as increase community/business involvement. This year we increased our number of supporting businesses as well as our donations. The events direct cost decreased leaving a total of \$671.00 which will be rolled over to next year's event. <u>Attachments:</u> <ul style="list-style-type: none">• Revenue/Expense Report

Event Costs - Direct	2014	2015
Donations/Income		
BD Foundation	\$1,000.00	<i>see below for sponsors</i>
Ayres	\$1,500.00	
Stark Asphalt	\$1,000.00	
<u>CW Purpero</u>	<u>\$250.00</u>	
Total	\$3,750.00	\$4,095.00
Equipment Cost		
Generator	\$112.00	\$148.00
Extension Cord	\$40.00	\$20.00
Turtle Box Cord	\$35.00	\$43.00
Port-O-Lets	\$750.00	\$750.00
Tents	\$1,450.00	\$1,278.00
HS Bus	\$200.00	\$0.00
Banners	\$493.53	\$86.00
Posters	\$0.00	\$19.50
Flyers	\$0.00	\$242.50
Advertising	\$0.00	\$180.00
Parking signs	\$228.75	\$7.00
<u>Band</u>	<u>\$1,300.00</u>	<u>\$550.00</u>
Total	\$4,609.28	\$3,324.00
Grand Total		
Expenses	\$4,609.28	\$3,324.00
<u>Grand Total</u>		
<u>Donations</u>	<u>\$3,750.00</u>	<u>\$4,095.00</u>
Grand Total - Direct	\$859.28	\$671.00

Direct and Indirect		
minus donations	\$12,837.28	\$8,902.99
Pre-Event Costs - Indirect	2014	2015
Personnel Costs		
Event Coordinator		\$1,200.00
DPW	\$3,752.06	\$3,564.69
<u>Staff Meetings</u>	<u>\$3,200.00</u>	<u>\$3,200.00</u>
Total	\$6,952.06	\$7,964.69
Equipment Costs		
<u>DPW</u>	<u>\$1,515.30</u>	\$471.00
Total	\$1,515.30	\$471.00
Personnel Cost		
Police	\$3,246.85	\$730.61
<u>Park & Rec</u>	<u>\$263.79</u>	<u>\$508.29</u>
Total	\$3,510.64	\$1,238.90
Grand Total - Indirect	\$11,978.00	\$9,674.59

Direct Cost Comparison

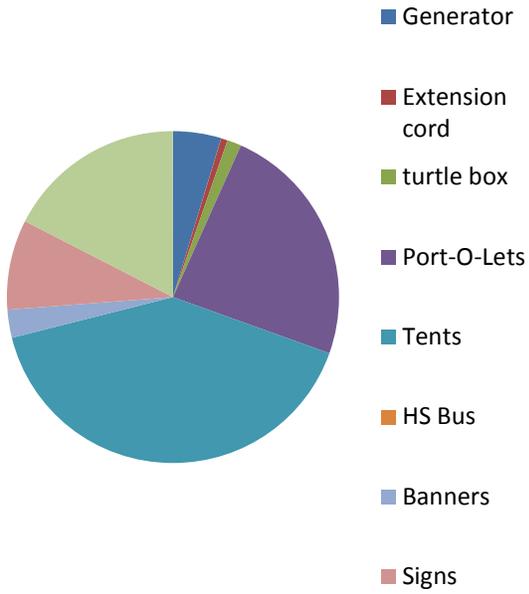


Income

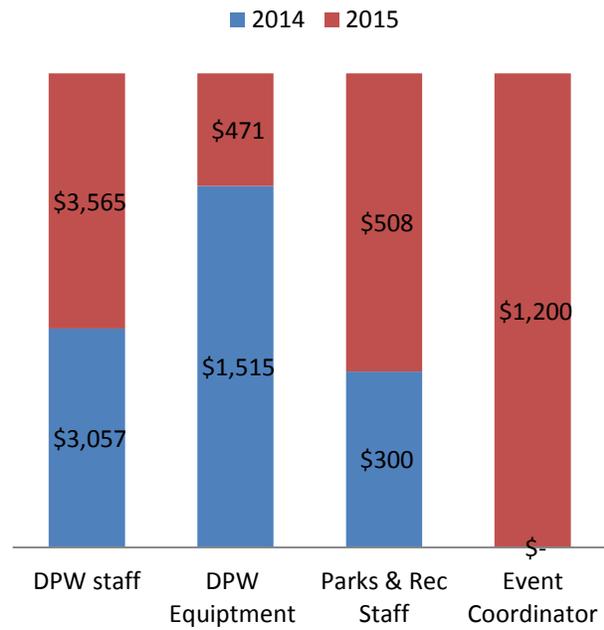
<u>Artisans</u>	<u>Paid</u>	<u>Actual</u>	<u>Sponsors</u>		
Spindrift	x	\$45.00	Modus	x	\$300.00
James Steeno	x	\$45.00	Audi	x	\$250.00
Ann Faith Originals	x	\$45.00	Peabody's	x	\$500.00
Goody's Gourmets	x	\$45.00	Wade Weissman	x	\$500.00
Carmen Bond	x	\$45.00	Schultz Deli	x	\$100.00
Beehive Alchemy	x	\$45.00	Poco Loco	x	\$200.00
Tammys Jewels	x	\$45.00	River Lane Inn	x	\$200.00
Bruce & Terry Boswell	x	\$45.00	Alexian Village	x	\$500.00
Jean Wells	x	\$45.00	Larry's Market	x	\$300.00
My Wild Tree	x	\$45.00	CCRG	x	\$250.00
Tabbyhandbags	x	\$45.00	Ayres	x	\$500.00
TOTAL:		\$495.00	TOTAL:		\$3,600.00

TOTAL INCOME:	\$4,095.00
NET INCOME:	\$671.00

2015 Direct Expenses



Indirect Cost Comparison





REQUEST FOR CONSIDERATION

COMMITTEE:	Finance & Public Works, Village Board
ITEM DESCRIPTION:	Littering Discussion
PREPARED BY:	Matthew S. Maederer, PE, Director of Public Works/Village Engineer
REPORT DATE:	June 10, 2015
MANAGER'S REVIEW/COMMENTS:	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
RECOMMENDATION:	Proceed with the Adopt-A-Highway Program Promotion & Implementation
EXPLANATION:	<p>At the Monday, June 1st, 2015 regularly scheduled Board meeting Trustee Boschert requested the subject agenda item.</p> <p>DPW has noticed that littering and trash/debris accumulation occurs along several Village roadways (along with the State & County Trunk Highways). Littering requires additional efforts from DPW crews along with the turf management contractor, Fox Services. To help with litter control (pick-up) and trash/debris collection DPW is utilizing summer seasonal employees to routinely pick-up trash throughout the Village on a regular basis.</p> <p>The following roadways are the main areas of focus:</p> <ul style="list-style-type: none">• STH 100/W. Brown Deer Road (west Village limits to east Village limits)• STH 57N. Green Bay Road (W. County Line Road to N. Teutonia Avenue/CTH D)• CTH D/N. Teutonia Avenue (N. Green Bay Road to south Village limits)• CTH G/N. Sherman Blvd (N. Teutonia Avenue to W. Good Hope Road)• W. Bradley Road (N. Teutonia Avenue to west Village limits)• N. 51st Street (W. Dean Road to W. Brown Deer Road)• N. 60th Street (W. Bradley Road to W. Brown Deer Road) <p>Additionally, trash receptacles are provided at select area bus-stops (i.e. shelter stops) which are either serviced by DPW crews, and/or adjacent businesses.</p> <p>To better control the litter problem one recommendation is to promote the State/County "Adopt-A-Highway" program along STHs & CTHs within the Village. The Village could also supplement the State/County program with a program of its own. Staff could reach out to area business and/or community groups to gather interest.</p> <p>The link below provides further information regarding the State program (along State & County roadways):</p> <p>http://www.dot.wisconsin.gov/localgov/aid/adopt-a-highway.htm</p>



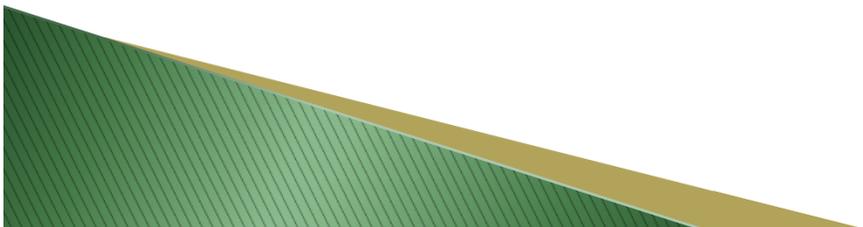
Department of Public Works

Matthew S. Maederer, PE
Director of Public Works/Village Engineer



Mission/Goals

- The Village of Brown Deer Public Works Department exists to provide, control, and maintain reliable and cost-effective public works facilities and systems in a manner that emphasizes customer satisfaction, public service, and the long-term best interest of the community.
- The Department shall continue to investigate and research methods, markets & technology to report and recommend improvements to policies & operations to the Village Board



2015 / Annual Goals

- Eliminate Sanitary Sewer Overflows (SSOs)
 - ✓ Private Property Inflow/Infiltration (PPI/I) Program Construction Project

 - Ditch Rehab Program Continuation & Stormwater BMPs
 - ✓ W. Carolann Drive & W. Glenbrook Road
 - ✓ W. Bradley Road Bioretention

 - Emerald Ash Borer (EAB) Treatment Continuation
 - ✓ W. Pierner Place

 - Engineering Dept. Organizational Change
 - ✓ Hire an engineering technician
 - ✓ In-house engineering & design (N. 60th Street)

 - Annual Report & Monthly Report Development

 - Increase Landscaping Efforts
 - ✓ Seasonal Employees & Contractor Services
- 

Organizational Chart

Matthew S. Maederer, PE
Director of Public
Works/Village Engineer



Dana Faulkner
Sewer Tech.



Dan Bishop
Ops Supervisor



Roger Johnson
Mechanic



Erika Petras
Admin. Assistant



Jeff Wille
Laborer/Driver



Jeff Wergin
Laborer/Driver



Randy Bersch
Laborer/Driver



Scott Schilling
Laborer/Driver



Al Fromm
Laborer/Driver



Brian Bublitz
Laborer/Driver



Rob Yenter
Utility Technician

Seasonal Employees

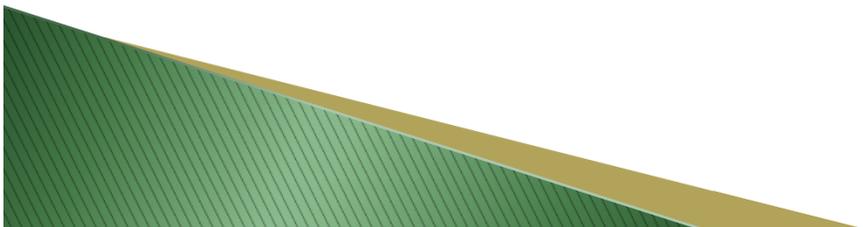
- Aaron Weichart
- Nolan Wallenkamp

Recycling Attendants

- Frank Perkins
- Mustafa Tehrani

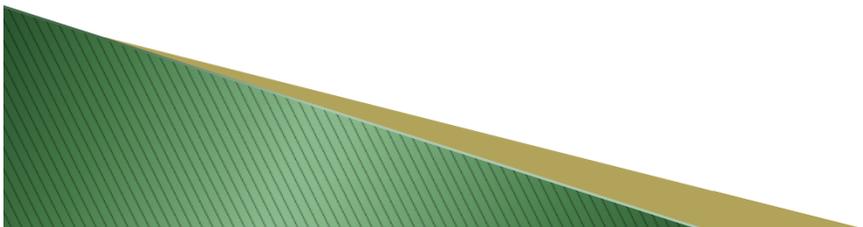
Activities: General Fund

Division	Description
Administration	Staff Vacation, Admin. Assistant, "Other" Dept. Assistance (i.e. Police, Fire, School District, Community Services, Park & Rec., Manager's Office, Elections, Events)
Streets & Traffic Operations	Pot-Hole Repairs, Asphalt Patching, Sign Installation/Repairs
Sidewalk Maintenance	Sidewalk Repairs/Patching
Winter Operations	Plowing, Salting, Sidewalk Clearing
Forestry Operations	Tree Trimming, Removals, Replanting, & EAB Treatments
Municipal Complex	Maintenance & Mechanic
Refuse	Advanced Disposal (2018)



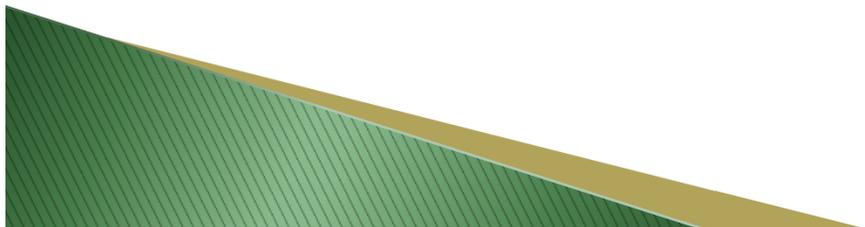
Activities: Enterprise Funds

Enterprise Fund	Description
Sanitary Sewer	PPI/I Program, CMOM Requirements, Lateral Relays, CIPP Lining
Stormwater	Re-Ditching Program, Street Sweeping, Catch Basin Cleaning, WPDES Requirements (NR 216), BMP Maintenance/Installation (Natural Area Maintenance)
Recycling	Advanced Disposal (2018) Recycling Center Operation



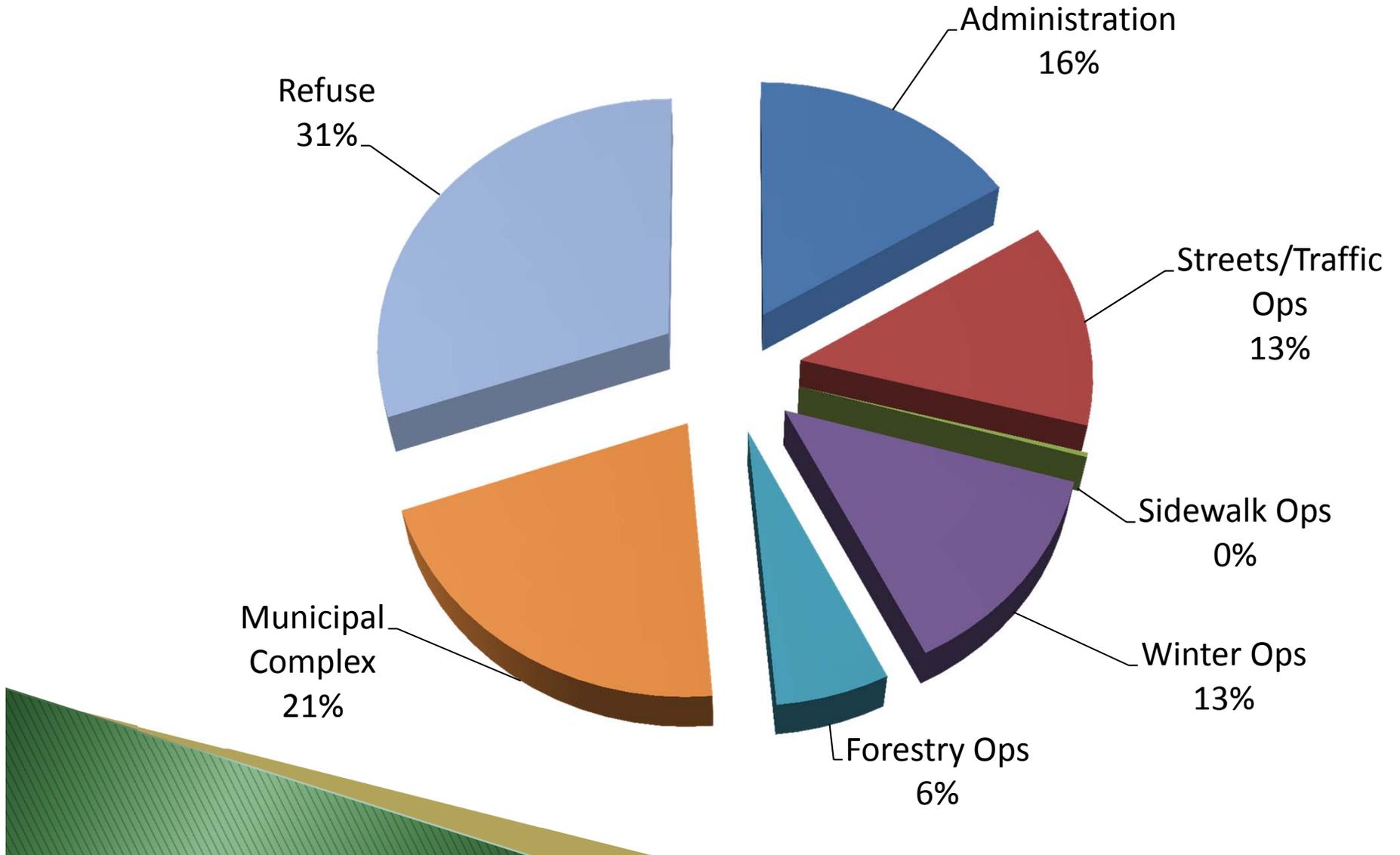
Activities: Capital Improvement Program (CIP)

Enterprise Fund	Description
Street Rehab	N. 60 th Street, W. Bradley Road, W. County Line Road, W. Dean Road, Street Re-Paving Program, Sanitary Sewer Lateral Relay
Equipment Replacement	Truck No. 84 (1-Ton), Truck No. 71 (Pick-Up), Sanitary Sewer TV Unit,
Beautification Projects	Arbor Day, Tree Re-Planting, Landscaping



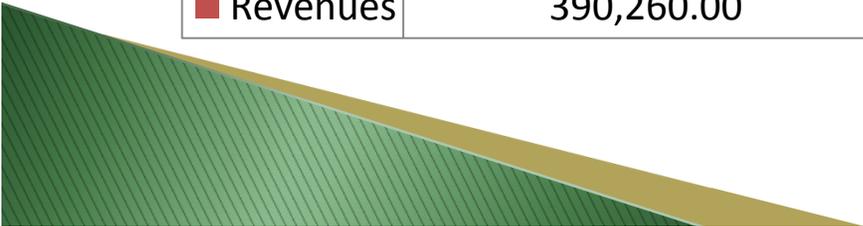
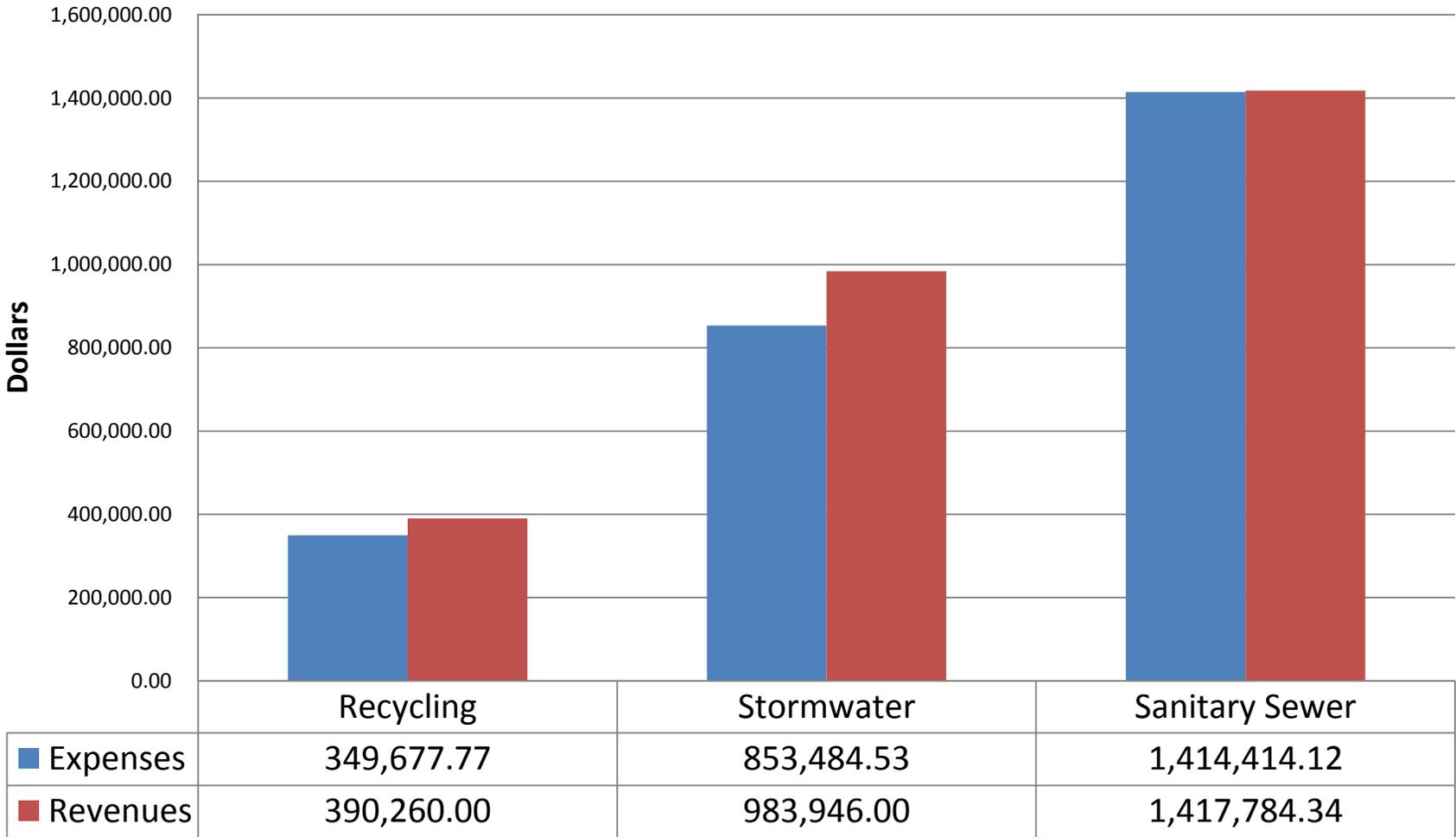
Inputs: General Fund Operations

General Fund Operations

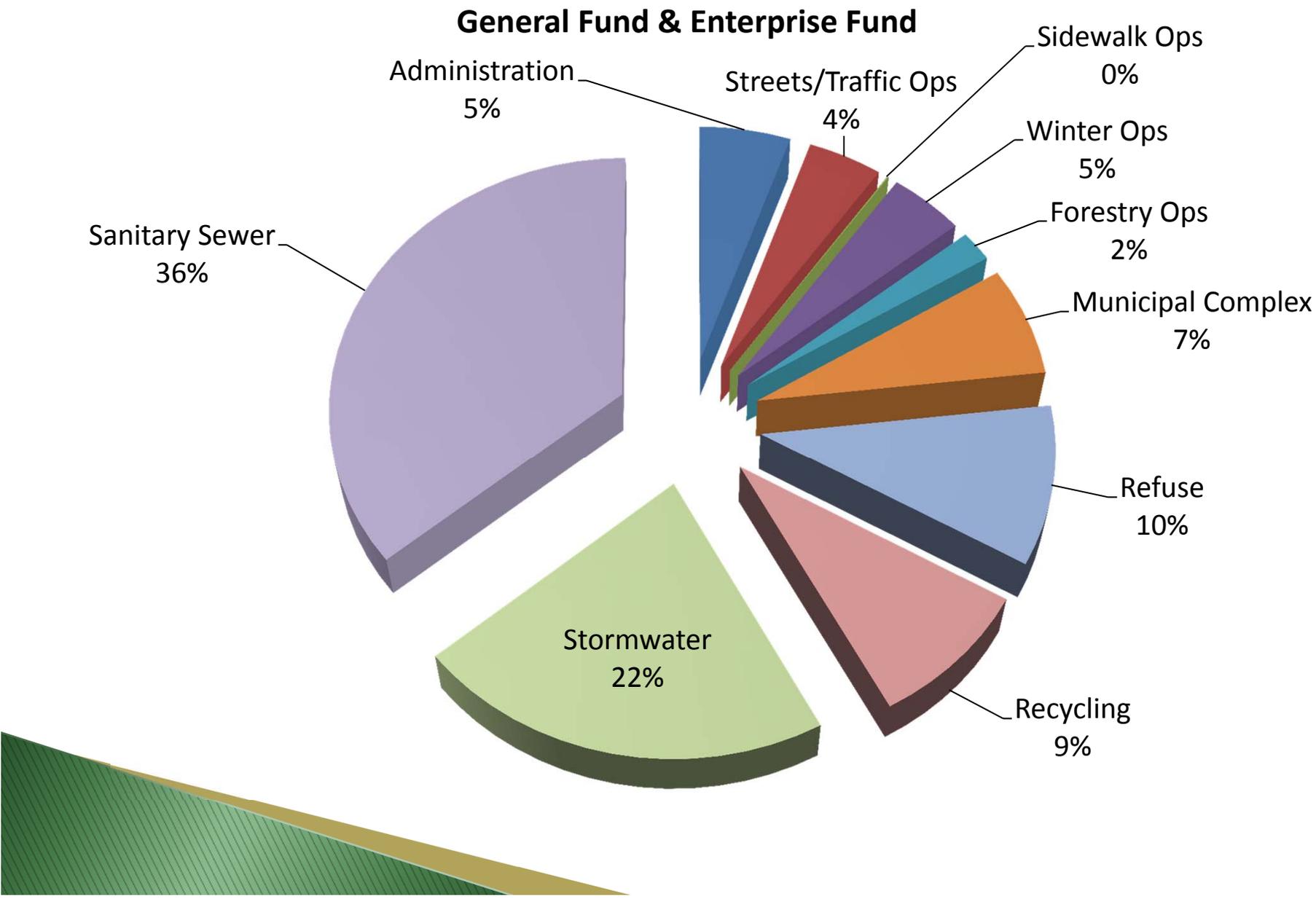


Inputs: Enterprise Fund Revenue & Expenses

Enterprise Funds Expenses & Revenues



Inputs: General Fund & Enterprise Operations



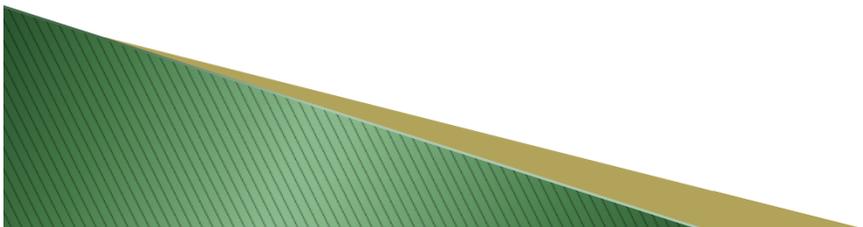
Outputs: General & Enterprise Funds

Task	2013	2014	2015 (to-date)
Catch Basins Cleaned (EA)	538	538	15
Street Sweeping (Tons)	70	81.24	11.32
Roads Re-Paved (miles)	1.5	3.0	1.0 (in-progress)
Sidewalks Added (miles)	1.0	1.5	1.0 (in-progress)
Salt Usage (Tons)	1,000.71	842.13	627.48
Yardwaste Collected (Tons)	766.49	757.24	63.75
Recyclables Collected (Tons)	970.98	999.39	420.96
Refuse Collected (Tons)	2,855	2,615	992.13
Trees Trimmed (EA)	200	168	100 (approx.)
Culverts Installed (EA)	47	42	10
Re-Ditching (LF)	5,000	9,000	4,000
Sewer TV (miles)	7.3	10.4	3.1
Sewer Cleaning (miles)	8.4	7.4	3.5
Sanitary Sewer Lateral Replacement (LF)	1,410	1,472	1,760

Performance Measures: General Fund

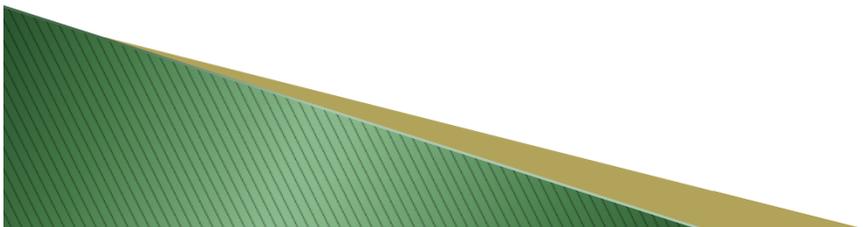
Activity	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Est. Actual	2015 Budget
Street miles maintained	54.67	54.67	54.67	54.67	54.67	54.67
Sidewalk miles maintained	10.84	11.58	12.50	13.00	14.50	15.50
Snowfall salting/plowing events	14	32	30	30	35	30
Trees trimmed	132	130	130	130	100	100
Tons of Refuse Collected	2,607	2480	2545	2855	2615	2600
Refuse carts replaced	550	550	550	550	422	400

Note: Sidewalk added in 2013, 2014, & 2015. 2013 sidewalk added in the Original Village and in 2014 sidewalk will be added as part of the sidewalk improvement program CIP on W. County Line Road & W. Dean Road as part of the Safe Routes to School project. Additional sidewalk will be added in 2015 on the N. 60th Street project as part of the WisDOT funding. Winter operations also will increase with the addition of sidewalk.



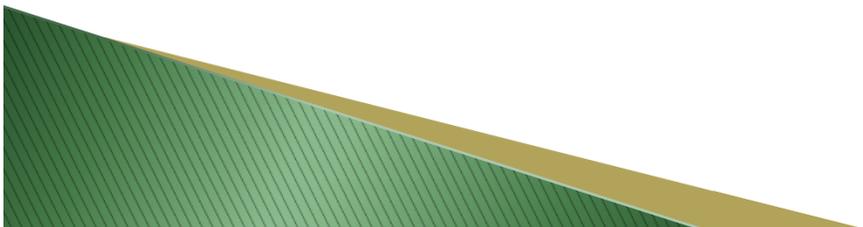
Performance Measures: Stormwater

Activity	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Est. Actual	2015 Budget
Ditches Rehabed (L. Ft.)	4,250	6,800	5,000	5,000	9,000	7,000
Catch Basins Cleaned	45	120	120	120	120	120
Street Sweeping (tons)	78	70	70	70	100	100
Wet/Dry Basins inspected	26	26	26	26	28	30
Outfalls inspected	62	62	62	62	62	62
Storm Water Education Event	2	1	1	1	1	1
Storm Water Brochures	500	3,500	3,500	3,500	3,500	3,500
ADDITIONAL INFORMATION IN THE ANNUAL NR216 REPORT TO WDNR						



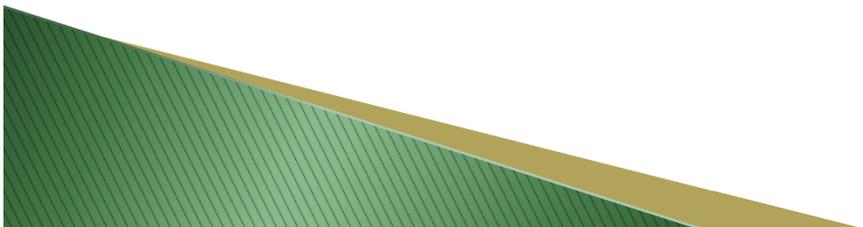
Performance Measures: Recycling

Activity	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Est. Actual	2015 Budget
Homes served	3414	3424	3432	3435	3435	3435
Tons Recyclables Collected	983	970	997	971	960	1000
Tons Yard Waste processed	1,246	810	800	770	900	1,000
Tons Electronics Collected	0	0	0	0	0	0
Containers replaced	26	30	30	30	45	50



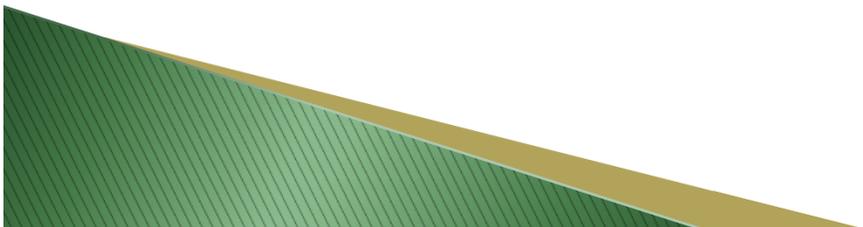
Efficiencies: General Fund

Objective	Efficiency Measure	2010	2011	2012	2013	2014	2015
Efficient Municipal Gov't	Cost per street mile	\$3,402.65	\$3,432.91	\$2,969.49	\$2,969.49	\$2,969.49	\$2,969.49
Efficient Municipal Gov't	Cost per sidewalk mile	\$132.01	\$578.24	\$255.84	\$255.84	\$281.42	\$309.56
Efficient Municipal Gov't	Cost per ton of Refuse	\$171.86	\$185.37	\$185.37	\$192.74	\$192.74	\$192.74
Cost per Capita	Operating costs	\$123.29	\$119.88	\$117.94	\$117.94	\$117.94	\$117.94



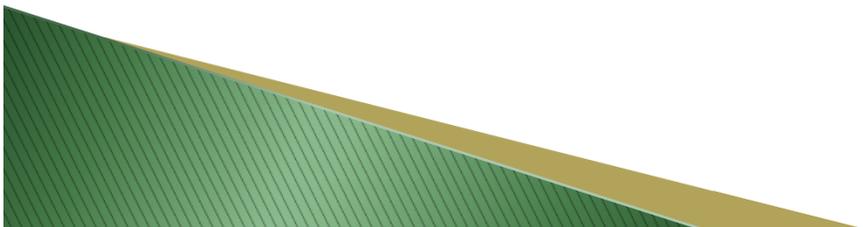
Efficiencies: Stormwater

Objective	Efficiency Measure	2010	2011	2012	2013	2014	2015
Efficient Municipal Govt	Cost per Foot of Ditch Replaced	\$ 122.56	\$ 92.28	\$ 88.76	\$ 88.76	\$ 87.19	\$ 125.00
Cost per capita	Operating costs	\$ 44.56	\$ 52.30	\$ 53.26	\$ 53.26	\$ 53.26	\$ 53.26



Efficiencies: Recycling

Objective	Efficiency Measure	2010	2011	2012	2013	2014	2015
Efficient Municipal Govt	Cost per ton of Recyclables	\$ 364.84	\$ 399.31	\$ 399.31	\$ 399.31	\$ 399.31	\$ 399.31
Efficient Municipal Govt	Cost per ton of Yard Waste	\$ 297.95	\$ 326.10	\$ 326.10	\$ 326.10	\$ 326.10	\$ 326.10
Efficient Municipal Govt	Cost per Home Served	\$ 104.42	\$ 114.29	\$ 114.29	\$ 114.29	\$ 114.29	\$ 114.29
Cost per capita	Operating costs	\$ 29.80	\$ 32.61	\$ 32.61	\$ 32.61	\$ 32.61	\$ 32.61



Questions?





VILLAGE OF BROWN DEER

VOUCHER APPROVAL REGISTER

Finance & Public Works Committee	Date: June 3, 2015
Village Board of Trustees	Date: June 15, 2015
Submitted By: Susan Hudson; Treasurer / Comptroller	

Payments Presented For Ratification

Attached please find the voucher list for bills accrued May 1, 2015 thru May 22, 2015. This covers check numbers 79980 -80157.

The total amount of vouchers is \$282,471.22.

Vouchers held for approval (to be paid 06/16/2015) –

Below Please Find the Top Five Largest Expenditures in the Packet:

- | | |
|--|--------------|
| 1) Milwaukee Water Works –April Wholesale Water | \$ 50,275.99 |
| 2) Advanced Disposal Services- March Refuse Collection | \$ 46,429.37 |
| 3) State of WI –Court Financial Report-March 2015 | \$ 13,001.48 |
| 4) City Water, LLC - Consulting Work-April 2015 | \$ 12,901.56 |
| 5) BS & A Software – Annual Software Support | \$ 12,391.00 |

Below please find a list of the voided checks for this period and their amount

- #80071 - \$ 150.00
- #80094 - \$ 48.41
- #80098 - \$ 2.37

Account Structure:

xxx. Fund	yyy. Department
Fund number	Name
010	General
020	Donation
120	Police Asset Forfeiture
125	NSFD Asset Sale Fund
135	Recycling
140	NSHD
141	NSHD Grants
151	Library
152	Park and Pond
153	Recreation
154	4th of July
160	Village Grant Fund
170	BD Business Park Street Lighting
171	Kildeer Court Street Lighting
172	Opus North Street Lighting
173	Park Plaza Street Lighting
174	North Arbon Dr Street Lighting
175	BD Corp Park Street Lighting
176	BD Business Park Spec Assmt
190	NSCC
210	DS
320	Capital Improvement
325	Park Plaza CSM
330	Equipment Replacement
350	TIF #2
353	TIF #3
354	TIF #4
600	Water
610	Storm
630	Sewer
700	Liability Ins
800	Tax Agency
990	Cash Allocation

Account Structure

xxx yyy
Fund Department

Department Listing

1xx -- General Government

- 110 Village Board
- 120 Court
- 130 Legal
- 140 Village Manager
- 141 Personnel
- 142 Elections
- 150 Administrative Services
- 151 Assessor
- 191 Other General Government
- 192 Information Technology
- 193 Intergovernmental
- 194 Historical Society
- 195 Post employment -- General Government
- 199 Unclassified

2xx -- Public Safety

- 210 Police
- 220 Fire

3xx -- Public Works

- 135 Refuse/Recycling
- 310 Public works
- 311 Streets
- 312 Sidewalks
- 313 Winter Operations
- 317 Forestry
- 319 Municipal complex
- 360 Community development/engineering
- 361 Village Hall
- 362 Inspection

5xx -- Park and Recreation

- 530 Park and Recreation

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER
 INVOICE DUE DATES 05/01/2015 - 05/22/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 000-12 TAXES					
010-000-12-2-00-10	Accounts Payable-Other	HALL, VIRGINIA	RESTITUTION	20.00	80081
Total For Dept 000-12 TA				20.00	
Dept 000-15					
010-000-15-2-20-60	Vision Insurance Payable	SUPERIOR VISION INSURANC	MAY 2015 VISION BILLING	326.30	80017
010-000-15-2-20-60	Vision Insurance Payable	SUPERIOR VISION INSURANC	JUNE 2015 VISION BILLING	347.90	80151
Total For Dept 000-15				674.20	
Dept 000-33					
010-000-33-2-00-20	Bail Due Other Departmen	MILLS COUNTY CLERK OF CO	BOND	2,000.00	79998
010-000-33-2-00-20	Bail Due Other Departmen	ELM GROVE MUNICIPAL COUR	WARRANT S1260674	228.00	80039
010-000-33-2-00-20	Bail Due Other Departmen	NORTH SHORE MUNI COURT-G	S001409-2	112.00	80050
010-000-33-2-00-20	Bail Due Other Departmen	CATENCAMP, RICHARD	BAIL RETURNED	150.00	80073
010-000-33-2-00-20	Bail Due Other Departmen	JOSEPH, DAQUAN I	NO PROCESS	150.00	80130
010-000-33-2-00-20	Bail Due Other Departmen	NORTH SHORE MUNI COURT-G	BAIL	310.00	80139
010-000-33-2-00-20	Bail Due Other Departmen	OZAUKEE COUNTY SHERIFF	BAIL	458.86	80143
010-000-33-2-00-40	Court Deposit Clearing	MILWAUKEE CO TREASURER	COURT FINANCIAL REPORT-M	3,688.60	80000
010-000-33-2-00-40	Court Deposit Clearing	STATE OF WISCONSIN	COURT FINANCIAL REPORT-M	13,001.48	80016
010-000-33-2-00-40	Court Deposit Clearing	BARTLEIN, MCKAYLA	OVERPAYMENT	54.00	80070
010-000-33-2-00-40	Court Deposit Clearing	GALES, LAKETIA	TAX INTERCEPT REFUND	169.00	80080
010-000-33-2-00-40	Court Deposit Clearing	MILWAUKEE CO TREASURER	COURT FINANCIAL REPORT	2,322.40	80088
010-000-33-2-00-40	Court Deposit Clearing	OTTO'S WINE & SPIRITS LI	RESTITUTION	30.00	80092
010-000-33-2-00-40	Court Deposit Clearing	STATE OF WISCONSIN	COURT FINANCIAL REPORT-A	7,796.01	80095
Total For Dept 000-33				30,470.35	
Dept 000-51 DUE FROM OTHER FUNDS					
010-000-51-4-00-10	Court Fines & Penalties	WAL MART	RESTITUTION-RETAIL THEFT	4.39	80021
010-000-51-4-00-10	Court Fines & Penalties	WOODS, JALONE	RESTITUTION	25.00	80024
Total For Dept 000-51 DU				29.39	
Dept 000-83 OTHER INCOME					
010-000-83-4-00-20	Advertising Sales-BD Mag	LARRY'S MARKET	BOTTLES OF WINE-REALTOR	30.00	80086
Total For Dept 000-83 OT				30.00	
Dept 120-12 MUNICIPAL COURT					
010-120-12-5-26-25	Commitment Services	MILW CO OFFICE OF THE SH	BOARDING OF PRISONERS-AP	343.20	80087
010-120-12-5-26-25	Commitment Services	MILWAUKEE CO HOUSE OF CO	BOARDING OF PRISONERS-AP	3,766.60	80135
010-120-12-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	A TO Z INDEX GUIDES	94.68	80035
010-120-12-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	ELECTRIC STAPLER	68.00	80122
010-120-12-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	CREDIT	(24.74)	80122
010-120-12-5-30-10	Office Supplies, Equip &	PIRANHA PAPER SHREDDING,	SHREDDING-MUNI COURT	17.50	80144
010-120-12-5-45-30	Professional Training	GLOVER, TANYA	MILEAGE AND FOOD REIMBUR	30.08	79991
Total For Dept 120-12 MU				4,295.32	
Dept 130-13 LEGAL SERVICES					
010-130-13-5-21-10	Village Attorney Service	FUCHS & BOYLE SC	GENERAL LEGAL SERVICES-4	9,552.00	80041
010-130-13-5-21-15	Other Legal Services	VON BRIESEN & ROPER S.C.	REAL ESTATE, TID#2 LIGHT	690.00	80101
Total For Dept 130-13 LE				10,242.00	
Dept 140-14 VILLAGE MANAGER					
010-140-14-5-30-40	Public Notices/Advertisi	JOURNAL SENTINEL	LEGAL NOTICES	218.85	80085
010-140-14-5-45-10	Professional Memberships	IIMC	ANNUAL MEMBERSHIP-JILL K	155.00	80127
010-140-14-5-45-30	Professional Training	REINDL, DAVID	CLERKS MEETING-2/26/15	11.50	80055
Total For Dept 140-14 VI				385.35	
Dept 142-14 ELECTIONS					
010-142-14-5-30-10	Office Supplies, Equip &	OFFICE FURNITURE RESOURC	2 BOOKCASES-VOTER REGIST	100.00	80141
Total For Dept 142-14 EL				100.00	
Dept 150-15 ADMINISTRATIVE SERVICES					
010-150-15-5-20-20	Professional Services	CLIFTONLARSONALLEN LLP	DEC 31 2014 AUDIT	4,000.00	80034
010-150-15-5-20-35	Technical Services	BS&A SOFTWARE	AP, CR, GL, PY, TS, BD,	5,871.00	80115

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 150-15 ADMINISTRATIVE SERVICES					
010-150-15-5-30-30	Service Fees	EHLERS INVESTMENT PARTNE	MONTHLY MGMT FEE	1,141.20	80038
Total For Dept 150-15 AD				11,012.20	
Dept 191-14 OTHER GENERAL GOVERNMENT					
010-191-14-5-20-41	BD magazine printing & p	CAPRILE, BARBARA G	2ND INCREMENTAL BILLING-	1,500.00	79986
010-191-14-5-20-41	BD magazine printing & p	CAPRILE, BARBARA G	FINAL BILLING-OUR BROWN	1,500.00	79986
010-191-14-5-20-41	BD magazine printing & p	POSTMASTER-MILWAUKEE	OUR BROWN DEER MAGAZINE	217.57	80006
010-191-14-5-20-41	BD magazine printing & p	RIES GRAPHICS LTD	OUR BROWN DEER MAGAZINE-	7,582.00	80056
010-191-14-5-24-10	Equipment Maintenance Se	RICOH USA INC	COPIER LEASE	822.24	80147
010-191-14-5-30-10	Office Supplies, Equip &	OFFICE TECHNOLOGY GROUP	TONER CARTRIDGE-BLACK	113.00	80051
010-191-14-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	CALCULATOR ROLLS, PAPER,	180.72	80074
010-191-14-5-30-10	Office Supplies, Equip &	ENVIRONMENTAL INNOVATION	TONER CARTRIDGES	299.70	80076
010-191-14-5-30-10	Office Supplies, Equip &	OFFICE TECHNOLOGY GROUP	TONER CARTRIDGE-YELLOW	169.00	80142
010-191-14-5-30-20	Communications	BAYSIDE, VILLAGE OF	5600 W BRADLEY MONTHLY	834.25	79984
010-191-14-5-30-20	Communications	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, S	592.24	80020
010-191-14-5-30-20	Communications	VERIZON WIRELESS	SQUAD ANTENNA MODEMS	351.86	80062
010-191-14-5-30-20	Communications	VERIZON WIRELESS	SQUAD CELL PHONES	396.41	80062
010-191-14-5-30-20	Communications	A T & T	LONG DISTANCE CHARGES	39.82	80066
010-191-14-5-30-20	Communications	AT & T	SERVICE	325.20	80068
010-191-14-5-30-20	Communications	CENTURY LINK	LONG DISTANCE FAX-PD, VI	4.22	80118
010-191-14-5-30-20	Communications	VERIZON WIRELESS	SQUAD CELL PHONES	127.01	80154
010-191-14-5-30-20	Communications	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, H	564.37	80154
010-191-14-5-30-20	Communications	VERIZON WIRELESS	CELL PHONES	316.16	80157
010-191-14-5-30-25	Communication-Internet S	TIME WARNER CABLE	INTERNET SERVICE	395.95	80099
Total For Dept 191-14 OT				16,331.72	
Dept 194-51 HISTORICAL SOCIETY					
010-194-51-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	36.99	80063
Total For Dept 194-51 HI				36.99	
Dept 195-28 Other General Government					
010-195-28-5-39-21	EMPLOYEE WELLNESS BENEFI	KETTLE MORAIN YMCA	WELLNESS BENEFIT	30.00	80044
010-195-28-5-39-21	EMPLOYEE WELLNESS BENEFI	YMCA OF METRO MILWAUKEE	WELLNESS BENEFIT	30.00	80106
Total For Dept 195-28 Ot				60.00	
Dept 210-21 POLICE DEPARTMENT					
010-210-21-5-12-20	Uniform Allowance	LARK UNIFORM OUTFITTERS	PANTS-JACOBS	54.95	79994
010-210-21-5-12-20	Uniform Allowance	MORGAN, JOSHUA	K9 TRAINING REFRESHMENTS	120.25	80001
010-210-21-5-12-20	Uniform Allowance	RED THE UNIFORM TAILOR	T-SHIRTS- J SCHMITZ	69.98	80010
010-210-21-5-12-20	Uniform Allowance	RED THE UNIFORM TAILOR	UNIFORM EQUIPMENT-FUS	147.98	80054
010-210-21-5-12-20	Uniform Allowance	JACOBS, DAVID	UNIFORM EQUIPMENT	118.27	80129
010-210-21-5-12-20	Uniform Allowance	LARK UNIFORM OUTFITTERS	UNIFORM EQUIPMENT-SCHMIT	13.45	80132
010-210-21-5-12-20	Uniform Allowance	LARK UNIFORM OUTFITTERS	UNIFORM EQUIPMENT-MORGAN	38.95	80132
010-210-21-5-20-35	Technical Services	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	35.51	79985
010-210-21-5-20-35	Technical Services	BAYCOM	RADIO REPAIR, G FORCE SE	522.00	80111
010-210-21-5-24-10	Equipment Maintenance Se	KONICA MINOLTA PREMIER	COPIER LEASE	267.43	79993
010-210-21-5-24-10	Equipment Maintenance Se	CENTRAL OFFICE SYSTEMS	COPIER SUPPLY CONTRACT	270.72	80031
010-210-21-5-24-10	Equipment Maintenance Se	CENTRAL OFFICE SYSTEMS	COPIER SUPPLY CONTRACT	144.86	80031
010-210-21-5-29-40	Towing Services	LEADER TOWING AND TRANSP	TOWING SERVICES	250.00	80133
010-210-21-5-30-10	Office Supplies, Equip &	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	661.62	79985
010-210-21-5-30-10	Office Supplies, Equip &	CLEAR CUT PRINT SOLUTION	COPY PAPER-POLICE DEPT	299.00	80033
010-210-21-5-30-10	Office Supplies, Equip &	CULLIGAN OF WAUKESHA	WATER SYSTEM	778.23	80036
010-210-21-5-30-10	Office Supplies, Equip &	BROWN DEER, VILLAGE OF	CONFINEMENT COSTS, OFFIC	33.36	80114
010-210-21-5-30-10	Office Supplies, Equip &	CLEAR CUT PRINT SOLUTION	BUSINESS CARDS-KUMBIER	42.95	80120
010-210-21-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	NOTARY STAMPS	87.74	80122
010-210-21-5-30-10	Office Supplies, Equip &	PRO ONE JANITORIAL INC	FLOOR MAINTENANCE	1,067.04	80145
010-210-21-5-30-30	Service Fees	TRANSUNION RISK & ALTERN	RECORD CHECKS	9.00	80061
010-210-21-5-30-30	Service Fees	NOTARY BOND RENEWAL SERV	NOTARY RENEWAL-ANDERSEN,	50.00	80091

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INVOICE DUE DATES 05/01/2015 - 05/22/2015

DB: Brown Deer

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 210-21 POLICE DEPARTMENT					
010-210-21-5-30-30	Service Fees	WI DEPT OF FINANCIAL INS	NOTARY RENEWAL-ANDERSEN,	40.00	80104
010-210-21-5-30-30	Service Fees	WI DEPT OF JUSTICE	RECORD CHECKS	21.00	80155
010-210-21-5-34-20	Vehicle Supplies	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	283.47	79985
010-210-21-5-34-20	Vehicle Supplies	PRIME MEDIA ACQUIIISITION	36 ROLLS THERMAL PAPER	166.61	80007
010-210-21-5-34-20	Vehicle Supplies	STOP STICK	STOP STICK REPLACEMENT R	37.00	80096
010-210-21-5-34-20	Vehicle Supplies	TAPCO	SQUAD CONES	166.20	80097
010-210-21-5-34-35	Uniforms/Coveralls	LARK UNIFORM OUTFITTERS	MISC BADGES	429.70	79994
010-210-21-5-34-35	Uniforms/Coveralls	EGGERS IMPRINTS	UNIFORM HAT EMBLEM	5.00	80075
010-210-21-5-34-40	Employee Recognition	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	44.99	79985
010-210-21-5-35-20	Vehicle Repair/Maint Sup	GENERAL COMMUNICATIONS I	ESTIMATE FOR REPAIR ON L	100.00	79990
010-210-21-5-35-20	Vehicle Repair/Maint Sup	NAPA FALLS AUTO PARTS &	OIL FILTERS-PD, OIL, AIR	4.60	80048
010-210-21-5-35-20	Vehicle Repair/Maint Sup	SCRUB BROWN DEER LLC	SQUAD WASHES	9.00	80148
010-210-21-5-39-30	Investigation Supplies	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	131.33	79985
010-210-21-5-39-30	Investigation Supplies	SIRCHIE FINGER PRINT	TAPE, CARDS, SCALE, SWAB	340.34	80015
010-210-21-5-39-30	Investigation Supplies	VERIZON WIRELESS	DET BUREAU JET PACK	42.25	80062
010-210-21-5-39-30	Investigation Supplies	ASSOCIATED BAG COMPANY	CRIME SCENE TAPE	54.80	80108
010-210-21-5-39-30	Investigation Supplies	VERIZON WIRELESS	BUREAU JET PACK	42.25	80154
010-210-21-5-39-35	K-9 Program	MORGAN, JOSHUA	K9 TRAINING REFRESHMENTS	190.07	80001
010-210-21-5-39-40	Ammunition	ADVANTAGE POLICE SUPPLY	LESS LETHAL AMMUNITION	2,641.09	80026
010-210-21-5-39-50	Confinement Costs	BROWN DEER, VILLAGE OF	CONFINEMENT COSTS, OFFIC	2.42	80114
010-210-21-5-45-30	Professional Training	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	829.52	79985
010-210-21-5-45-30	Professional Training	MADISON COLLEGE	TRAININGBEMIS, LEEMAN, O	89.01	79997
010-210-21-5-45-30	Professional Training	YOUNG, GREG	POST TRAINING-4 ATTENDEE	480.00	80025
010-210-21-5-45-30	Professional Training	KEIL ENTERPRISES	OPERATION RUSH TRAINING	195.00	80043
010-210-21-5-45-30	Professional Training	WAUKESHA COUNTY TECHNICA	VEHICLE PURSUIT TRAINING	346.72	80102
010-210-21-5-45-30	Professional Training	WAUKESHA COUNTY TECHNICA	TRAINING COURSES-SCHMITZ	210.00	80102
010-210-21-5-45-30	Professional Training	KUMBIER, LISA	MEALS REIMBURSED-TRAININ	34.79	80131
010-210-21-5-45-30	Professional Training	MILW POLICE REGIONAL TRA	DAAT INSTRUCTOR UPDATE	150.00	80134
Total For Dept 210-21 PO				12,170.45	
Dept 220-22 FIRE DEPARTMENT - EG					
010-220-22-5-24-10	Equipment Maintenance Se	WE ENERGIES	SERVICE	31.28	80063
Total For Dept 220-22 FI				31.28	
Dept 310-31 PUBLIC WORKS ADMINISTRATION					
010-310-31-5-30-20	Communications	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, S	116.14	80020
010-310-31-5-30-20	Communications	AT & T	SERVICE	27.77	80068
010-310-31-5-30-20	Communications	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, H	116.14	80154
010-310-31-5-45-20	Professional Publication	BMO HARRIS BANK N. A.	BID EXPRESS	80.00	79985
Total For Dept 310-31 PU				340.05	
Dept 311-33 DPW STREETS/TRAFFIC OPERATIONS					
010-311-33-5-22-10	Street Lighting-Elec Ser	WE ENERGIES	SERVICE	42.86	80022
010-311-33-5-22-10	Street Lighting-Elec Ser	WE ENERGIES	SERVICE	38.51	80022
010-311-33-5-22-10	Street Lighting-Elec Ser	WE ENERGIES	SERVICE	4,009.29	80103
010-311-33-5-22-15	Street Lighting Elec Chr	WE ENERGIES	MONTHLY STREET LIGHTING-	468.61	80063
010-311-33-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-SCHEDULE A	238.79	80125
010-311-33-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-SCEDULE B A	532.33	80125
010-311-33-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-C SCHEDULE	430.44	80125
010-311-33-5-35-30	Tools & Supplies	ULINE	BLACK WIRE MESH CONTAIN	268.60	80019
010-311-33-5-37-10	Operations Material & Su	SHORELINE CONTRACTING SE	DISPOSAL 3 LOADS CONCRET	30.00	80014
010-311-33-5-37-10	Operations Material & Su	SHORELINE CONTRACTING SE	163.7 TONS 3/4 TB	1,309.60	80014
Total For Dept 311-33 DP				7,369.03	
Dept 319-16 DPW MUNICIPAL COMPLEX					
010-319-16-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	61.40	80063
010-319-16-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	1,109.28	80063
010-319-16-5-23-10	Cleaning Services	ANSHUS, PATTY	MONTHLY CLEANING-DPW	200.00	80067

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 DB: Brown Deer

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER
 INVOICE DUE DATES 05/01/2015 - 05/22/2015
 BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 319-16 DPW MUNICIPAL COMPLEX					
010-319-16-5-35-45	Bldg Maint/Repair Suppli	WHITLOW'S SECURITY SPECI	DPW OFFICE-LOCK REPLACEM	751.50	80023
010-319-16-5-35-45	Bldg Maint/Repair Suppli	NAPA FALLS AUTO PARTS &	WHEEL WEIGHTS, SHOP TOWE	79.69	80048
Total For Dept 319-16 DP				2,201.87	
Dept 319-33 DPW MUNICIPAL COMPLEX					
010-319-33-5-35-20	Vehicle Repair/Maint Sup	NAPA FALLS AUTO PARTS &	SPARK PLUGS	19.45	80048
010-319-33-5-35-20	Vehicle Repair/Maint Sup	NAPA FALLS AUTO PARTS &	WHEEL WEIGHTS, SHOP TOWE	18.77	80048
010-319-33-5-35-20	Vehicle Repair/Maint Sup	NAPA FALLS AUTO PARTS &	OIL FILTERS-PD, OIL, AIR	133.75	80048
010-319-33-5-35-20	Vehicle Repair/Maint Sup	SPECIALTY ENGINES	RADIATOR 1370	158.23	80149
Total For Dept 319-33 DP				330.20	
Dept 320-36 DPW REFUSE					
010-320-36-5-29-10	Refuse Collection	ADVANCED DISPOSAL SERVIC	1 & 2 FAMILY REFUSE COLL	33,606.52	79981
Total For Dept 320-36 DP				33,606.52	
Dept 360-31 COMMUNITY DEVELOPMENT					
010-360-31-5-26-50	State Inspections	WI DEPT OF AGRICULTURE	WEIGHTS & MEASURE INSPEC	3,200.00	80064
010-360-31-5-30-10	Office Supplies, Equip &	BS&A SOFTWARE	AP, CR, GL, PY, TS, BD,	1,346.00	80115
010-360-31-5-35-20	Vehicle Repair/Maint Sup	BMO HARRIS BANK N. A.	FLUORESCENT LAMPS	25.96	79985
010-360-31-5-35-20	Vehicle Repair/Maint Sup	BMO HARRIS BANK N. A.	PLANETZIN-URBAN INSIGHT,	50.00	79985
010-360-31-5-45-30	Professional Training	BMO HARRIS BANK N. A.	PLANETZIN-URBAN INSIGHT,	16.95	79985
Total For Dept 360-31 CO				4,638.91	
Dept 361-16 VILLAGE HALL					
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	819.13	80063
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	3,925.13	80063
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	53.15	80063
010-361-16-5-23-10	Cleaning Services	PRO ONE JANITORIAL INC	JANITORIAL SERVICE-MAY 2	2,345.00	80008
010-361-16-5-23-10	Cleaning Services	ITU ABSORBTECH INC	MAT SERVICE	160.59	80084
010-361-16-5-23-10	Cleaning Services	ITU ABSORBTECH INC	BAR TOWEL SERVICE	39.95	80128
010-361-16-5-23-10	Cleaning Services	ITU ABSORBTECH INC	30 MATS	215.71	80128
010-361-16-5-23-15	Building Maint/Repairs	J F AHERN CO	5 YEAR CHECK VALVE MAINT	990.00	79992
010-361-16-5-23-15	Building Maint/Repairs	J F AHERN CO	REPLACE FDC CHECK VALVE	1,207.97	79992
010-361-16-5-23-15	Building Maint/Repairs	RINDERLE DOOR COMPANY	REAR EXTERIOR DOOR	454.63	80011
010-361-16-5-23-15	Building Maint/Repairs	LAFORCE INC	T&M FOR FRONT DOOR REPAI	138.00	80045
010-361-16-5-23-15	Building Maint/Repairs	BONAFIDE SAFE & LOCK	KEYS	36.40	80112
010-361-16-5-23-15	Building Maint/Repairs	BONAFIDE SAFE & LOCK	SERVICE CALL-REPAIR LOCK	212.10	80112
010-361-16-5-23-15	Building Maint/Repairs	BONAFIDE SAFE & LOCK	SERVICE CALL	113.50	80112
010-361-16-5-23-15	Building Maint/Repairs	R.A. SMITH NATIONAL	FLOW METER WEB HOUSING F	350.00	80146
010-361-16-5-35-10	Building Supplies	NASSCO INC	JANITORIAL SUPPLIES	217.38	80049
010-361-16-5-35-10	Building Supplies	NASSCO INC	JANITORIAL SUPPLIES	900.06	80049
Total For Dept 361-16 VI				12,178.70	
Dept 530-53 PARK & RECREATION					
010-530-53-5-45-30	Professional Training	BMO HARRIS BANK N. A.	REFRESHMENTS, REGISTRATI	20.00	79985
010-530-53-5-45-40	Mileage Reimbursement	HOIER, CHAD	MILEAGE REIMBURSEMENT-JA	478.98	80083
Total For Dept 530-53 PA				498.98	
Total For Fund 010 Gener				147,053.51	
Fund 135 Recycling Fund					
Dept 000-64 SALES					
135-000-64-4-20-20	Sale of Materials	ADVANCED DISPOSAL SERVIC	1 & 2 FAMILY REFUSE COLL	(498.16)	79981
Total For Dept 000-64 SA				(498.16)	
Dept 320-36 DPW REFUSE					
135-320-36-5-29-15	Yard Waste Collection	ADVANCED DISPOSAL SERVIC	1 & 2 FAMILY REFUSE COLL	1,274.37	79981
135-320-36-5-29-20	Recycling Services	ADVANCED DISPOSAL SERVIC	1 & 2 FAMILY REFUSE COLL	12,046.64	79981
Total For Dept 320-36 DP				13,321.01	
Total For Fund 135 Recyc				12,822.85	
Fund 140 North Shore Health Dept					

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 140 North Shore Health Dept					
Dept 410-41					
140-410-41-5-20-40	Printing Services	SHOREWOOD PRESS	4 POSTERS	6.00	80058
140-410-41-5-20-60	TB Contracted Health Exp	OCCUPATIONAL HEALTH CENT	TB TESTS	324.00	80003
140-410-41-5-30-10	Office Supplies, Equip &	BMO HARRIS BANK N. A.	CREDIT-CHAIR	(508.95)	79985
140-410-41-5-30-10	Office Supplies, Equip &	SAPOZHNIKOV, KARA	OFFICE MAX SUPPLIES-REIM	30.60	80057
140-410-41-5-35-40	Equip Repair/Maint Suppl	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, S	209.88	80020
140-410-41-5-35-40	Equip Repair/Maint Suppl	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, H	209.88	80154
140-410-41-5-45-40	Mileage Reimbursement	SAPOZHNIKOV, KARA	FEB-MARCH MILEAGE REIMBU	30.48	80013
140-410-41-5-45-40	Mileage Reimbursement	CHRISTIANSEN, ANN	APRIL MILEAGE REIMBURSEM	297.28	80032
140-410-41-5-45-40	Mileage Reimbursement	PLATT, KATHLEEN	APRIL MILEAGE REIMBURSEM	109.54	80052
140-410-41-5-45-40	Mileage Reimbursement	PETRIC, SANJA	APRIL/MAY MILEAGE REIMBU	440.61	80093
Total For Dept 410-41				1,149.32	
Dept 411-41					
140-411-41-5-30-10	Environmental Health Sup	SIMERLY, BRAD	APRIL MILEAGE REIMBURSEM	592.36	80059
140-411-41-5-45-30	Professional Training	SIMERLY, BRAD	APRIL MILEAGE REIMBURSEM	127.25	80059
Total For Dept 411-41				719.61	
Total For Fund 140 North				1,868.93	
Fund 141 NSHD Grant Fund					
Dept 442-41 PHP Preparedness					
141-442-41-5-39-70	Program Supplies & Expen	HAYAT PHARMACY	GLOVES	115.50	80082
Total For Dept 442-41 PH				115.50	
Total For Fund 141 NSHD				115.50	
Fund 151 Library Fund					
Dept 510-51 92400					
151-510-51-5-20-35	Technical Services	MILW CO FEDERATED LIBRAR	MCFLS FORMS, TNS HOLD CA	(9.73)	79999
151-510-51-5-30-10	Office Supplies, Equip &	MILW CO FEDERATED LIBRAR	MCFLS FORMS, TNS HOLD CA	165.97	79999
151-510-51-5-30-15	Postage & Mailing	MILW CO FEDERATED LIBRAR	MCFLS FORMS, TNS HOLD CA	57.07	79999
151-510-51-5-30-20	Communications	DIGITAL EDGE COPY & PRIN	REPLACEMENT LETTERS FOR	90.00	79989
151-510-51-5-30-20	Communications	MILW CO FEDERATED LIBRAR	MCFLS FORMS, TNS HOLD CA	57.20	79999
151-510-51-5-30-20	Communications	AT & T	SERVICE	19.83	80068
Total For Dept 510-51 92				380.34	
Dept 511-51					
151-511-51-5-35-40	Collect Repair/Maint/Sup	DEMCO	VISTAFOIL-3 SIZES	440.17	79988
151-511-51-5-38-15	Books	BAKER & TAYLOR	1 BOOK	13.25	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	1 BOOK	15.37	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	44.05	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	28.14	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	1 BOOK	14.33	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	22 BOOKS	311.94	79983
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	14.87	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	14.87	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	14.86	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	13.80	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	14.87	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	28.14	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	4 BOOKS	62.42	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	23 BOOKS	185.29	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	23 BOOKS	185.34	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	15 BOOKS	143.61	80028
151-511-51-5-38-15	Books	BAKER & TAYLOR	15 BOOKS	97.33	80028
151-511-51-5-38-15	Books	INGRAM LIBRARY SERVICES	BOOK	5.19	80042
151-511-51-5-38-15	Books	BAKER & TAYLOR	4 BOOKS	55.35	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	1 BOOK	14.86	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	28.30	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	41.40	80110

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 151 Library Fund					
Dept 511-51					
151-511-51-5-38-15	Books	BAKER & TAYLOR	1 BOOK	13.80	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	49.88	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	12 BOOKS	150.31	80110
151-511-51-5-38-15	Books	BAKER & TAYLOR	21 BOOKS	172.78	80110
151-511-51-5-38-20	Audio/Visual	BAKER & TAYLOR	1 AUDIOBOOK	21.76	79983
151-511-51-5-38-20	Audio/Visual	BAKER & TAYLOR	31 BOOKS	185.45	79983
151-511-51-5-38-20	Audio/Visual	SYNCB/AMAZON	DVD'S & CD'S, PROGRAM SU	818.90	80018
151-511-51-5-38-20	Audio/Visual	BAKER & TAYLOR	3 AUDIOBOOKS	63.63	80028
151-511-51-5-38-40	Library Programming	SYNCB/AMAZON	DVD'S & CD'S, PROGRAM SU	106.74	80018
Total For Dept 511-51				3,371.00	
Dept 512-51					
151-512-51-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	1,275.97	80022
151-512-51-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	144.93	80022
151-512-51-5-23-10	Cleaning Services	GIBB BUILDING MAINTENANC	MONTHLY CLEANING SERVICE	1,200.00	80126
151-512-51-5-23-15	Building Maint/Repair Se	LEMBERG ELECTRIC COMPANY	SERVICE-BASEBOARD HEATER	198.75	79995
151-512-51-5-23-15	Building Maint/Repair Se	ITU ABSORBTECH INC	MAT SERVICE FOR APRIL 20	56.00	80084
151-512-51-5-23-15	Building Maint/Repair Se	BURKHARDT HEATING	THERMOSTAT DIGITAL	156.98	80116
151-512-51-5-23-15	Building Maint/Repair Se	WISCONSIN AUTOMATIC DOOR	SERVICE=FRONT DOORS-LIBR	191.37	80156
151-512-51-5-35-10	Building Supplies	NASSCO INC	RECYCLING CONTAINERS	57.80	80002
151-512-51-5-35-10	Building Supplies	NASSCO INC	HAND TOWELS	28.89	80002
151-512-51-5-35-10	Building Supplies	NASSCO INC	TRASH CAN LINERS	59.18	80049
Total For Dept 512-51				3,369.87	
Total For Fund 151 Libra				7,121.21	
Fund 152 Village Park & Pond Fund					
Dept 000-67 PARKS & CULTURE/RECREATION					
152-000-67-4-20-20	Village Park Permits	XIONG, GAO	REFUND-PARK SHELTER FEE,	89.76	80065
Total For Dept 000-67 PA				89.76	
Dept 520-52					
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	16.93	80063
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	16.25	80063
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	154.48	80063
152-520-52-5-37-10	Operation Materials	CARRICO AQUATIC RESOURCE	POND WATER MGMT CONTRACT	4,416.25	80117
152-520-52-5-37-10	Operation Materials	NASSCO INC	MAINTENANCE/JANITORIAL S	396.52	80136
152-520-52-5-39-70	Program Supplies & Expen	NORTH SHORE ENVIROMENTAL	POND CONCESSION STAND-FO	428.00	80138
Total For Dept 520-52				5,428.43	
Dept 521-52					
152-521-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	40.12	80063
152-521-52-5-23-20	Turf Maintenance	TRUGREEN LTD PARTNERSHIP	WEED CONTROL-FAIRY CHASM	100.00	80153
152-521-52-5-35-40	Equip Repair/Maint Suppl	MARTENS RELIABLE TRUE VA	MAINTENANCE SUPPLIES	21.57	80046
152-521-52-5-35-40	Equip Repair/Maint Suppl	NASSCO INC	MAINTENANCE/JANITORIAL S	136.68	80136
Total For Dept 521-52				298.37	
Total For Fund 152 Villa				5,816.56	
Fund 153 Recreation Program Fund					
Dept 541-53					
153-541-53-5-39-70	Program Supplies & Expen	EGGERS IMPRINTS	VOLLEYBALL LEAGUE CHAMPI	56.00	80037
Total For Dept 541-53				56.00	
Dept 542-53					
153-542-53-5-39-70	Program Supplies & Expen	BMO HARRIS BANK N. A.	REFRESHMENTS, REGISTRATI	145.95	79985
153-542-53-5-39-70	Program Supplies & Expen	NICOLET RECREATION DEPAR	2015 WINTER/SPRING CO-OP	45.00	80137
Total For Dept 542-53				190.95	
Dept 543-53					
153-543-53-5-39-70	Program Supplies & Expen	BROWN DEER, VILLAGE OF	RIVOLI DONATION, SHELVES	119.90	80113
Total For Dept 543-53				119.90	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 153 Recreation Program Fund					
Total For Fund 153 Recre				366.85	
Fund 154 4th of July Fund					
Dept 000-53					
154-000-53-5-40-15	Parade & Awards	ACA MUSIC & ENTERTAINMEN	DOWN PAYMENT-4TH OF JULY	250.00	79980
154-000-53-5-40-25	Raffle Supplies & Expens	DEPT OF ADMINISTRATION-G	BINGO LICENSE-JULY 4	15.00	80123
Total For Dept 000-53				265.00	
Total For Fund 154 4th o				265.00	
Fund 155 Community Center Fund					
Dept 546-53 Senior Center					
155-546-53-5-39-70	Program Supplies & Expen	WE ENERGIES	COMMUNITY CENTER-ELECTRI	94.47	80022
155-546-53-5-39-70	Program Supplies & Expen	AT & T	SERVICE	63.07	80068
155-546-53-5-39-70	Program Supplies & Expen	BROWN DEER, VILLAGE OF	RIVOLI DONATION, SHELVES	100.34	80113
Total For Dept 546-53 Se				257.88	
Dept 547-53 Community Center					
155-547-53-5-39-70	Program Supplies & Expen	WE ENERGIES	COMMUNITY CENTER-ELECTRI	50.86	80022
155-547-53-5-39-75	Miscellaneous Supplies &	MARTENS RELIABLE TRUE VA	MAINTENANCE SUPPLIES	3.99	80046
Total For Dept 547-53 Co				54.85	
Total For Fund 155 Commu				312.73	
Fund 170 BD Business Park Street Light Fund					
Dept 000-34 STATE SHARED REVENUE					
170-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	222.34	80063
170-000-34-5-23-30	Street Lighting Maint Se	OUTDOOR LIGHTING CONSTRU	STREET LIGHT POLE REPAI	2,739.65	80004
Total For Dept 000-34 ST				2,961.99	
Total For Fund 170 BD Bu				2,961.99	
Fund 171 Kildeer Court Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
171-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	57.87	80063
Total For Dept 000-34 ST				57.87	
Total For Fund 171 Kilde				57.87	
Fund 172 Opus North Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
172-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	106.97	80063
172-000-34-5-23-30	Street Lighting Maint Se	OUTDOOR LIGHTING CONSTRU	CLEARED POLE KNOCKDOWN,	914.00	80004
Total For Dept 000-34 ST				1,020.97	
Total For Fund 172 Opus				1,020.97	
Fund 173 Park Plaza Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
173-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	947.25	80063
Total For Dept 000-34 ST				947.25	
Total For Fund 173 Park				947.25	
Fund 174 North Arbon Drive Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
174-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	173.65	80063
Total For Dept 000-34 ST				173.65	
Total For Fund 174 North				173.65	
Fund 175 BD Corporate Park Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
175-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	71.91	80063
Total For Dept 000-34 ST				71.91	
Total For Fund 175 BD Co				71.91	
Fund 180 Strehlow Donation Fund					
Dept 000-51 DUE FROM OTHER FUNDS					
180-000-51-5-39-11	Donation Expense Library	CLEAR CUT PRINT SOLUTION	BOOKMARKS	326.97	79987

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 180 Strehlow Donation Fund					
Dept 000-51 DUE FROM OTHER FUNDS					
180-000-51-5-39-11	Donation Expense Library	SYNCE/AMAZON	DVD'S & CD'S, PROGRAM SU	51.67	80018
Total For Dept 000-51 DU				378.64	
Total For Fund 180 Streh				378.64	
Fund 185 BROWN DEER FARMERS MARKET					
Dept 000-41 LICENSES & PERMITS					
185-000-41-5-30-40	Advertising	BROWN DEER FOUNDATION	SPONSOR RAIN BARREL	250.00	80029
185-000-41-5-30-40	Advertising	FIS	FARMERS MARKET POSTERS &	108.05	80124
Total For Dept 000-41 LI				358.05	
Total For Fund 185 BROWN				358.05	
Fund 186 SPECIAL EVENT FUND					
Dept 000-53					
186-000-53-5-20-40	Printing Services - Vibe	FIS	VIBES POSTERS & FLYERS	122.00	80040
186-000-53-5-20-40	Printing Services - Vibe	FIS	EAT & GREET FLYERS/POSTE	19.50	80078
186-000-53-5-20-40	Printing Services - Vibe	NORTHSTAR PRINTING & GRA	YARD SIGNS FOR VIBES	671.65	80140
186-000-53-5-30-40	Advertising - Vibes	TJK DESIGNS	COMMUNITY VIBES FLYERS &	22.00	80100
186-000-53-5-30-40	Advertising - Vibes	TJK DESIGNS	COMMUNITY VIBES FLYER DE	88.00	80100
Total For Dept 000-53				923.15	
Dept 000-54					
186-000-54-5-30-40	Advertising - Eat & Gree	CAPRILE, BARBARA G	EAT & GREET SPECIAL EVEN	500.00	80072
186-000-54-5-30-40	Advertising - Eat & Gree	FIS	FARMERS MARKET POSTERS &	7.00	80124
186-000-54-5-39-70	Program Supplies & Expen	FIS	EAT & GREET FLYERS/POSTE	197.00	80078
Total For Dept 000-54				704.00	
Total For Fund 186 SPECI				1,627.15	
Fund 320 Capital Improvement Project Fund					
Dept 000-71					
320-000-71-5-82-50	Village Hall - Computer	RUEKERT & MIELKE INC	PROFESSIONAL SERVICES	4,967.50	80012
Total For Dept 000-71				4,967.50	
Dept 000-72					
320-000-72-5-81-20	Police Dept. Equipment	BMO HARRIS BANK N. A.	FLASHLIGHT, CAMERA, TRAI	245.00	79985
320-000-72-5-81-20	Police Dept. Equipment	CDW GOVERNMENT	POCKET JET BLUETOOTH KIT	432.39	80030
320-000-72-5-81-20	Police Dept. Equipment	TASER INTERNATIONAL	SHIPPING	12.96	80060
320-000-72-5-81-20	Police Dept. Equipment	TASER INTERNATIONAL	SHIPPING	12.96	80060
320-000-72-5-81-20	Police Dept. Equipment	BAYCOM	RADIO REPAIR, G FORCE SE	256.70	80111
320-000-72-5-81-20	Police Dept. Equipment	TASER INTERNATIONAL	TASER DPM BATTERY PACKS	233.76	80152
Total For Dept 000-72				1,193.77	
Dept 000-73 INTERGOVERNMENTAL CHARGES					
320-000-73-5-82-30	Street Rehabilitation	AYRES & ASSOCIATES	PROFESSIONAL SERVICES, S	7,593.00	79982
Total For Dept 000-73 IN				7,593.00	
Dept 000-76					
320-000-76-5-81-10	Library Equipment	PARAGON DEVELOPMENT SYST	4 LAPTOPS	2,964.00	80005
320-000-76-5-81-10	Library Equipment	PARAGON DEVELOPMENT SYST	CREDIT-WRONG LAPTOPS & W	(2,952.00)	80005
Total For Dept 000-76				12.00	
Dept 000-77					
320-000-77-5-82-60	Beautification Projects	QUIRK, JULIE	REIMBURSEMENT-ARBOR DAY	94.62	80053
320-000-77-5-82-60	Beautification Projects	FRIENDS OF THE BROWN DEE	FLOWERS FOR DPW, POND	69.50	80079
Total For Dept 000-77				164.12	
Total For Fund 320 Capit				13,930.39	
Fund 350 TIF #2					
Dept 000-67 PARKS & CULTURE/RECREATION					
350-000-67-5-20-20	Professional Services	VON BRIESEN & ROPER S.C.	REAL ESTATE, TID#2 LIGHT	270.00	80101
350-000-67-5-82-50	TIF District Projects	ASSOCIATED TRUST COMPANY	PAYING AGENT FEE/3/15 GO	325.00	80027
350-000-67-5-82-50	TIF District Projects	ASSOCIATED TRUST COMPANY	PAYING AGENT FEE 4/08 GO	363.00	80027
350-000-67-5-82-50	TIF District Projects	ASSOCIATED TRUST COMPANY	PAYING AGENT FEE 5/07 CD	363.00	80109

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 350 TIF #2					
Dept 000-67 PARKS & CULTURE/RECREATION					
		Total For Dept 000-67 PA		1,321.00	
		Total For Fund 350 TIF #		1,321.00	
Fund 353 TIF #3					
Dept 000-67 PARKS & CULTURE/RECREATION					
353-000-67-5-20-20	Professional Services	WE ENERGIES	SERVICE-AMERICAN TV	3,249.68	80063
		Total For Dept 000-67 PA		3,249.68	
		Total For Fund 353 TIF #		3,249.68	
Fund 600 Water					
Dept 000-12 TAXES					
600-000-12-2-00-20	Accounts Payable-Other	BADGER METER INC	SERVICE AGREEMENT	1,176.00	80069
		Total For Dept 000-12 TA		1,176.00	
Dept 000-87 Admin & General Expense					
600-000-87-1-00-00	Construction Work in Pro	CITY WATER LLC	CONSULTING WORK-APRIL	74.03	80119
		Total For Dept 000-87 Ad		74.03	
Dept 611-37 Source of Supply Expense					
600-611-37-5-22-50	Purchases of Water	MILWAUKEE WATER WORKS	APRIL WHOLESALE WATER	50,275.99	80089
600-611-37-5-35-70	Maintenance-Supply Main	NORTH SHORE WATER COMISS	WATER SAMPLES-REGULAR	300.00	80090
		Total For Dept 611-37 So		50,575.99	
Dept 612-37 Pumping Expense					
600-612-37-5-22-10	Power Purchased for Pump	WE ENERGIES	SERVICE-5998 BRADLEY ROA	325.04	80022
600-612-37-5-22-10	Power Purchased for Pump	WE ENERGIES	SERVICE-4290 CALUMET ROA	249.41	80022
		Total For Dept 612-37 Pu		574.45	
Dept 614-37 Trans & Distribution Expense					
600-614-37-5-30-90	Miscellaneous Expense	WE ENERGIES	SERVICE	201.14	80063
600-614-37-5-35-62	Maintenance-Main	SHORELINE CONTRACTING SE	DISPOSAL 2 LOADS ASPHALT	40.00	80014
600-614-37-5-35-62	Maintenance-Main	CITY WATER LLC	CONSULTING WORK-APRIL	687.69	80119
600-614-37-5-35-63	Maintenance-Services	CITY WATER LLC	CONSULTING WORK-APRIL	2,131.90	80119
600-614-37-5-35-66	Maintenance-Hydrants	CITY WATER LLC	CONSULTING WORK-APRIL	825.25	80119
600-614-37-5-36-10	Operations Supervision	CITY WATER LLC	CONSULTING WORK-APRIL	1,932.08	80119
600-614-37-5-36-11	Maintenance Supervision	CITY WATER LLC	CONSULTING WORK-APRIL	1,606.35	80119
600-614-37-5-36-20	Meter Expense	CITY WATER LLC	CONSULTING WORK-APRIL	1,146.18	80119
600-614-37-5-36-62	Trans & Dist Line Expens	CITY WATER LLC	CONSULTING WORK-APRIL	1,100.34	80119
		Total For Dept 614-37 Tr		9,670.93	
Dept 614-84 Admin & General Expense					
600-614-84-1-60-60	Meters	CITY WATER LLC	CONSULTING WORK-APRIL	1,008.64	80119
		Total For Dept 614-84 Ad		1,008.64	
Dept 616-37 Customer Account Expense					
600-616-37-5-36-10	Supervision-Customer Acc	CITY WATER LLC	CONSULTING WORK-APRIL	1,280.67	80119
600-616-37-5-36-30	Customer Records/Collect	CITY WATER LLC	CONSULTING WORK-APRIL	658.82	80119
600-616-37-5-36-50	Misc Customer Account Ex	BS&A SOFTWARE	AP, CR, GL, PY, TS, BD,	5,174.00	80115
		Total For Dept 616-37 Cu		7,113.49	
Dept 620-37 Admin & General Expense					
600-620-37-5-10-10	Salaries/Wages	CITY WATER LLC	CONSULTING WORK-APRIL	148.05	80119
600-620-37-5-20-20	Professional Services	ESCHE, DON	BOOKKEEPING SERVICES	775.00	80077
600-620-37-5-30-10	Office Supplies, Equip &	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, S	47.77	80020
600-620-37-5-30-10	Office Supplies, Equip &	AT & T	SERVICE	23.79	80068
600-620-37-5-30-10	Office Supplies, Equip &	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, H	46.98	80154
600-620-37-5-30-90	Miscellaneous Expense	MEG WATER DIVISION	MEMBERSHIP CHARGES	1,201.00	80047
600-620-37-5-30-90	Miscellaneous Expense	WISCONSIN RURAL WATER AS	CONFERENCE-WALLENKAMP	185.00	80105
600-620-37-5-36-75	Transportation Expense	BMO HARRIS BANK N. A.	FUEL/TIRES/FILTER	661.78	79985
600-620-37-5-36-75	Transportation Expense	CITY WATER LLC	CONSULTING WORK-APRIL	301.56	80119
		Total For Dept 620-37 Ad		3,390.93	

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER
 INVOICE DUE DATES 05/01/2015 - 05/22/2015
 BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 600 Water					
Total For Fund 600 Water				73,584.46	
Fund 610 Storm Water					
Dept 000-36					
610-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING-	18.97	80063
610-000-36-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-SCHEDULE A	134.32	80125
610-000-36-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-SCEDULE B A	299.43	80125
610-000-36-5-23-20	Turf Maintenance	FOX SERVICES, LLC	APRIL MOWING-C SCHEDULE	242.12	80125
610-000-36-5-33-10	Tools & Supplies	LF GEORGE INC	72-TRUE BLEND-HYDROSSEDI	858.24	79996
610-000-36-5-82-40	Capital Outlay-Imp Storm	AYRES & ASSOCIATES	PROFESSIONAL SERVICES-BR	2,458.00	79982
Total For Dept 000-36				4,011.08	
Total For Fund 610 Storm				4,011.08	
Fund 630 Sewer					
Dept 000-36					
630-000-36-5-20-45	Engineering Services	R.A. SMITH NATIONAL	FLOW METER-WEB HOUSINGFE	350.00	80009
630-000-36-5-20-45	Engineering Services	R.A. SMITH NATIONAL	PROFESSIONAL SERVICES-DA	1,180.70	80009
630-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	207.94	80063
630-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	108.90	80063
630-000-36-5-37-20	MONITORING	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, S	100.85	80020
630-000-36-5-37-20	MONITORING	VERIZON WIRELESS	VILLAGE, PD, DPW, H2O, H	100.57	80154
Total For Dept 000-36				2,048.96	
Total For Fund 630 Sewer				2,048.96	
Fund 700 Liability Insurance Fund					
Dept 000-19					
700-000-19-5-51-75	Insurance Claims	CLIFF BERGIN & ASSOCIATE	REPAIR SUMP PUMP	820.00	80121
Total For Dept 000-19				820.00	
Total For Fund 700 Liabi				820.00	
Fund 800 Tax Agency					
Dept 000-13 TAXES					
800-000-13-2-00-00	Tax Refunds Payable	TERRY, MARTA	2014 TAX OVERPAYMENT REF	2.67	80107
800-000-13-2-00-00	Tax Refunds Payable	STEGGEMAN, JEFFREY & JUD	2014 TAX OVERPAYMENT REF	162.36	80150
Total For Dept 000-13 TA				165.03	
Total For Fund 800 Tax A				165.03	

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER
INVOICE DUE DATES 05/01/2015 - 05/22/2015
BOTH JOURNALIZED AND UNJOURNALIZED

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 010	General Fund			147,053.51	
Fund 135	Recycling Fund			12,822.85	
Fund 140	North Shore Hea			1,868.93	
Fund 141	NSHD Grant Fund			115.50	
Fund 151	Library Fund			7,121.21	
Fund 152	Village Park &			5,816.56	
Fund 153	Recreation Prog			366.85	
Fund 154	4th of July Fun			265.00	
Fund 155	Community Cente			312.73	
Fund 170	BD Business Par			2,961.99	
Fund 171	Kildeer Court S			57.87	
Fund 172	Opus North Stre			1,020.97	
Fund 173	Park Plaza Stre			947.25	
Fund 174	North Arbon Dri			173.65	
Fund 175	BD Corporate Pa			71.91	
Fund 180	Strehlow Donati			378.64	
Fund 185	BROWN DEER FARM			358.05	
Fund 186	SPECIAL EVENT F			1,627.15	
Fund 320	Capital Improve			13,930.39	
Fund 350	TIF #2			1,321.00	
Fund 353	TIF #3			3,249.68	
Fund 600	Water			73,584.46	
Fund 610	Storm Water			4,011.08	
Fund 630	Sewer			2,048.96	
Fund 700	Liability Insur			820.00	
Fund 800	Tax Agency			165.03	

282,471.22

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
05/01/2015	1	79980	008514	ACA MUSIC & ENTERTAINMENT CORP	250.00
05/01/2015	1	79981	005528	ADVANCED DISPOSAL SERVICES	46,429.37
05/01/2015	1	79982	001168	AYRES & ASSOCIATES	10,051.00
05/01/2015	1	79983	001185	BAKER & TAYLOR	634.29
05/01/2015	1	79984	001209	BAYSIDE, VILLAGE OF	834.25
05/01/2015	1	79985	003425	BMO HARRIS BANK N. A.	2,723.13
05/01/2015	1	79986	007273	CAPRILE, BARBARA G	3,000.00
05/01/2015	1	79987	003122	CLEAR CUT PRINT SOLUTIONS	326.97
05/01/2015	1	79988	001481	DEMCO	440.17
05/01/2015	1	79989	008512	DIGITAL EDGE COPY & PRINT CENTERS	90.00
05/01/2015	1	79990	004563	GENERAL COMMUNICATIONS INC	100.00
05/01/2015	1	79991	007447	GLOVER, TANYA	30.08
05/01/2015	1	79992	004505	J F AHERN CO	2,197.97
05/01/2015	1	79993	007736	KONICA MINOLTA PREMIER	267.43
05/01/2015	1	79994	001857	LARK UNIFORM OUTFITTERS	484.65
05/01/2015	1	79995	006455	LEMBERG ELECTRIC COMPANY INC	198.75
05/01/2015	1	79996	008122	LF GEORGE INC	858.24
05/01/2015	1	79997	001896	MADISON COLLEGE	89.01
05/01/2015	1	79998	008513	MILLS COUNTY CLERK OF COURT	2,000.00
05/01/2015	1	79999	001950	MILW CO FEDERATED LIBRARY SYS	270.51
05/01/2015	1	80000	001967	MILWAUKEE CO TREASURER	3,688.60
05/01/2015	1	80001	004592	MORGAN, JOSHUA	310.32
05/01/2015	1	80002	002023	NASSCO INC	86.69
05/01/2015	1	80003	008488	OCCUPATIONAL HEALTH CENTERS OF	324.00
05/01/2015	1	80004	002091	OUTDOOR LIGHTING CONSTRUCTION	3,653.65
05/01/2015	1	80005	007006	PARAGON DEVELOPMENT SYSTEMS	12.00
05/01/2015	1	80006	007923	POSTMASTER-MILWAUKEE	217.57
05/01/2015	1	80007	007069	PRIME MEDIA ACQUISITION CORP	166.61
05/01/2015	1	80008	008073	PRO ONE JANITORIAL INC	2,345.00
05/01/2015	1	80009	007818	R.A. SMITH NATIONAL	1,530.70
05/01/2015	1	80010	004212	RED THE UNIFORM TAILOR	69.98
05/01/2015	1	80011	004697	RINDERLE DOOR COMPANY	454.63
05/01/2015	1	80012	004858	RUEKERT & MIELKE INC	4,967.50
05/01/2015	1	80013	007921	SAPOZHNIKOV, KARA	30.48
05/01/2015	1	80014	004677	SHORELINE CONTRACTING SERVICES	1,379.60
05/01/2015	1	80015	002300	SIRCHIE FINGER PRINT	340.34
05/01/2015	1	80016	002743	STATE OF WISCONSIN	13,001.48
05/01/2015	1	80017	008428	SUPERIOR VISION INSURANCE	326.30
05/01/2015	1	80018	007920	SYNCB/AMAZON	977.31
05/01/2015	1	80019	007796	ULINE	268.60
05/01/2015	1	80020	002482	VERIZON WIRELESS	1,066.88
05/01/2015	1	80021	008516	WAL MART	4.39
05/01/2015	1	80022	007745	WE ENERGIES	2,222.05
05/01/2015	1	80023	007419	WHITLOW'S SECURITY SPECIALISTS	751.50
05/01/2015	1	80024	008515	WOODS, JALONE	25.00
05/01/2015	1	80025	008517	YOUNG, GREG	480.00

1 TOTALS:

Total of 46 Checks:	109,977.00
Less 0 Void Checks:	0.00
Total of 46 Disbursements:	109,977.00

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5/1/15

User: gerthde

CHECK DATE FROM 05/08/2015 - 05/08/2015

DB: Brown Deer

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
05/08/2015	1	80026	007843	ADVANTAGE POLICE SUPPLY	2,641.09
05/08/2015	1	80027	004788	ASSOCIATED TRUST COMPANY	688.00
05/08/2015	1	80028	001185	BAKER & TAYLOR	839.03
05/08/2015	1	80029	001290	BROWN DEER FOUNDATION	250.00
05/08/2015	1	80030	001350	CDW GOVERNMENT	432.39
05/08/2015	1	80031	006148	CENTRAL OFFICE SYSTEMS	415.58
05/08/2015	1	80032	008473	CHRISTIANSEN, ANN	297.28
05/08/2015	1	80033	003122	CLEAR CUT PRINT SOLUTIONS	299.00
05/08/2015	1	80034	007934	CLIFTONLARSONALLEN LLP	4,000.00
05/08/2015	1	80035	008457	COMPLETE OFFICE OF WISCONSIN	94.68
05/08/2015	1	80036	008521	CULLIGAN OF WAUKESHA	778.23
05/08/2015	1	80037	005679	EGGERS IMPRINTS	56.00
05/08/2015	1	80038	003396	EHLERS INVESTMENT PARTNERS	1,141.20
05/08/2015	1	80039	006261	ELM GROVE MUNICIPAL COURT	228.00
05/08/2015	1	80040	008518	FIS	122.00
05/08/2015	1	80041	004568	FUCHS & BOYLE SC	9,552.00
05/08/2015	1	80042	002680	INGRAM LIBRARY SERVICES	5.19
05/08/2015	1	80043	006262	KEIL ENTERPRISES	195.00
05/08/2015	1	80044	007381	KETTLE MORAIN YMCA	30.00
05/08/2015	1	80045	004444	LAFORCE INC	138.00
05/08/2015	1	80046	001912	MARTENS RELIABLE TRUE VALUE	25.56
05/08/2015	1	80047	006994	MEG WATER DIVISION	1,201.00
05/08/2015	1	80048	002022	NAPA FALLS AUTO PARTS & SUPPLI	256.26
05/08/2015	1	80049	002023	NASSCO INC	1,176.62
05/08/2015	1	80050	008277	NORTH SHORE MUNI COURT-GLENDALE	112.00
05/08/2015	1	80051	008314	OFFICE TECHNOLOGY GROUP	113.00
05/08/2015	1	80052	007328	PLATT, KATHLEEN	109.54
05/08/2015	1	80053	008520	QUIRK, JULIE	94.62
05/08/2015	1	80054	004212	RED THE UNIFORM TAILOR	147.98
05/08/2015	1	80055	008519	REINDL, DAVID	11.50
05/08/2015	1	80056	007317	RIES GRAPHICS LTD	7,582.00
05/08/2015	1	80057	007921	SAPOZHNIKOV, KARA	30.60
05/08/2015	1	80058	008060	SHOREWOOD PRESS	6.00
05/08/2015	1	80059	006863	SIMERLY, BRAD	719.61
05/08/2015	1	80060	003457	TASER INTERNATIONAL	25.92
05/08/2015	1	80061	008247	TRANSUNION RISK & ALTERNATIVE DATA	9.00
05/08/2015	1	80062	002482	VERIZON WIRELESS	790.52
05/08/2015	1	80063	007745	WE ENERGIES	12,099.37
05/08/2015	1	80064	002556	WI DEPT OF AGRICULTURE	3,200.00
05/08/2015	1	80065	008522	XIONG, GAO	89.76

1 TOTALS:

Total of 40 Checks:
Less 0 Void Checks:

Total of 40 Disbursements:

50,003.53
0.00
50,003.53

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5/8/15

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
05/15/2015	1	80066	007842	A T & T	39.82
05/15/2015	1	80067	003096	ANSHUS, PATTY	200.00
05/15/2015	1	80068	001150	AT & T	459.66
05/15/2015	1	80069	002733	BADGER METER INC	1,176.00
05/15/2015	1	80070	008523	BARTLEIN, MCKAYLA	54.00
05/15/2015	1	80071	008530	BOONE, DAQUAN I	150.00
05/15/2015	1	80072	007273	CAPRILE, BARBARA G	500.00
05/15/2015	1	80073	008524	CATENCAMP, RICHARD	150.00
05/15/2015	1	80074	008457	COMPLETE OFFICE OF WISCONSIN	180.72
05/15/2015	1	80075	005679	EGGERS IMPRINTS	5.00
05/15/2015	1	80076	001562	ENVIRONMENTAL INNOVATIONS INC	299.70
05/15/2015	1	80077	002735	ESCHE, DON	775.00
05/15/2015	1	80078	008518	FIS	216.50
05/15/2015	1	80079	004610	FRIENDS OF THE BROWN DEER LIBRARY	69.50
05/15/2015	1	80080	008525	GALES, LAKETIA	169.00
05/15/2015	1	80081	008392	HALL, VIRGINIA	20.00
05/15/2015	1	80082	007436	HAYAT PHARMACY	115.50
05/15/2015	1	80083	001733	HOIER, CHAD	478.98
05/15/2015	1	80084	001758	ITU ABSORBTECH INC	216.59
05/15/2015	1	80085	004774	JOURNAL SENTINEL	218.85
05/15/2015	1	80086	001858	LARRY'S MARKET	30.00
05/15/2015	1	80087	003710	MILW CO OFFICE OF THE SHERIFF	343.20
05/15/2015	1	80088	001967	MILWAUKEE CO TREASURER	2,322.40
05/15/2015	1	80089	005127	MILWAUKEE WATER WORKS	50,275.99
05/15/2015	1	80090	003052	NORTH SHORE WATER COMISSION	300.00
05/15/2015	1	80091	002066	NOTARY BOND RENEWAL SERVICE	50.00
05/15/2015	1	80092	002090	OTTO'S WINE & SPIRITS LIQUOR	30.00
05/15/2015	1	80093	008472	PETRIC, SANJA	440.61
05/15/2015	1	80094	007763	SCHILLING, SCOTT	48.41
05/15/2015	1	80095	002743	STATE OF WISCONSIN	7,796.01
05/15/2015	1	80096	008527	STOP STICK	37.00
05/15/2015	1	80097	002963	TAPCO	166.20
05/15/2015	1	80098	008529	TERRY, MARTA	2.37
05/15/2015	1	80099	004356	TIME WARNER CABLE	395.95
05/15/2015	1	80100	008526	TJK DESIGNS	110.00
05/15/2015	1	80101	008290	VON BRIESEN & ROPER S.C.	960.00
05/15/2015	1	80102	002511	WAUKESHA COUNTY TECHNICAL	556.72
05/15/2015	1	80103	007745	WE ENERGIES	4,009.29
05/15/2015	1	80104	007760	WI DEPT OF FINANCIAL INSTITUTIONS	40.00
05/15/2015	1	80105	008528	WISCONSIN RURAL WATER ASSOC	185.00
05/15/2015	1	80106	007382	YMCA OF METRO MILWAUKEE	30.00
05/15/2015	1	80107	008529	TERRY, MARTA	2.67

1 TOTALS:

Total of 42 Checks:
 Less 2 Void Checks:

Total of 40 Disbursements:

73,626.64
 50.78
 73,575.86

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5/19/15

05/21/2015 02:05 PM
 User: gerthde
 DB: Brown Deer

CHECK REGISTER FOR VILLAGE OF BROWN DEER
 CHECK DATE FROM 05/22/2015 - 05/22/2015

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
05/22/2015	1	80108	001146	ASSOCIATED BAG COMPANY	54.80
05/22/2015	1	80109	004788	ASSOCIATED TRUST COMPANY	363.00
05/22/2015	1	80110	001185	BAKER & TAYLOR	526.68
05/22/2015	1	80111	005955	BAYCOM	778.70
05/22/2015	1	80112	001261	BONAFIDE SAFE & LOCK	362.00
05/22/2015	1	80113	001301	BROWN DEER, VILLAGE OF	220.24
05/22/2015	1	80114	001304	BROWN DEER, VILLAGE OF	35.78
05/22/2015	1	80115	007332	BS&A SOFTWARE	12,391.00
05/22/2015	1	80116	008080	BURKHARDT HEATING	156.98
05/22/2015	1	80117	004567	CARRICO AQUATIC RESOURCES INC	4,416.25
05/22/2015	1	80118	007756	CENTURY LINK	4.22
05/22/2015	1	80119	006008	CITY WATER LLC	12,901.56
05/22/2015	1	80120	003122	CLEAR CUT PRINT SOLUTIONS	42.95
05/22/2015	1	80121	001402	CLIFF BERGIN & ASSOCIATES INC	820.00
05/22/2015	1	80122	008457	COMPLETE OFFICE OF WISCONSIN	131.00
05/22/2015	1	80123	001489	DEPT OF ADMINISTRATION-GAMING	15.00
05/22/2015	1	80124	008518	FIS	115.05
05/22/2015	1	80125	007711	FOX SERVICES, LLC	1,877.43
05/22/2015	1	80126	008496	GIBB BUILDING MAINTENANCE	1,200.00
05/22/2015	1	80127	004103	IMC	155.00
05/22/2015	1	80128	001758	ITU ABSORBTECH INC	255.66
05/22/2015	1	80129	007698	JACOBS, DAVID	118.27
05/22/2015	1	80130	008533	JOSEPH, DAQUAN I	150.00
05/22/2015	1	80131	001839	KUMBIER, LISA	34.79
05/22/2015	1	80132	001857	LARK UNIFORM OUTFITTERS	52.40
05/22/2015	1	80133	001870	LEADER TOWING AND TRANSPORT	250.00
05/22/2015	1	80134	008532	MILW POLICE REGIONAL TRAINING CENTE	150.00
05/22/2015	1	80135	007933	MILWAUKEE CO HOUSE OF CORRECTIONS	3,766.60
05/22/2015	1	80136	002023	NASSCO INC	533.20
05/22/2015	1	80137	002852	NICOLET RECREATION DEPARTMENT	45.00
05/22/2015	1	80138	005606	NORTH SHORE ENVIROMENTAL	428.00
05/22/2015	1	80139	008277	NORTH SHORE MUNI COURT-GLENDALE	310.00
05/22/2015	1	80140	008534	NORTHSTAR PRINTING & GRAPHICS	671.65
05/22/2015	1	80141	006264	OFFICE FURNITURE RESOURCES	100.00
05/22/2015	1	80142	008314	OFFICE TECHNOLOGY GROUP	169.00
05/22/2015	1	80143	002095	OZAUKEE COUNTY SHERIFF	458.86
05/22/2015	1	80144	008447	PIRANHA PAPER SHREDDING, LLC	17.50
05/22/2015	1	80145	008073	PRO ONE JANITORIAL INC	1,067.04
05/22/2015	1	80146	007818	R.A. SMITH NATIONAL	350.00
05/22/2015	1	80147	003060	RICOH USA INC	822.24
05/22/2015	1	80148	003454	SCRUB BROWN DEER LLC	9.00
05/22/2015	1	80149	008476	SPECIALTY ENGINES	158.23
05/22/2015	1	80150	008531	STEGGEMAN, JEFFREY & JUDY	162.36
05/22/2015	1	80151	008428	SUPERIOR VISION INSURANCE	347.90
05/22/2015	1	80152	003457	TASER INTERNATIONAL	233.76
05/22/2015	1	80153	002429	TRUGREEN LTD PARTNERSHIP	100.00
05/22/2015	1	80154	002482	VERIZON WIRELESS	1,207.20
05/22/2015	1	80155	002557	WI DEPT OF JUSTICE	21.00
05/22/2015	1	80156	002596	WISCONSIN AUTOMATIC DOOR INC	191.37
05/22/2015	1	80157	002482	VERIZON WIRELESS	316.16

1 TOTALS:

Total of 50 Checks:	49,064.83
Less 0 Void Checks:	0.00
Total of 50 Disbursements:	49,064.83

John
 5/21/15