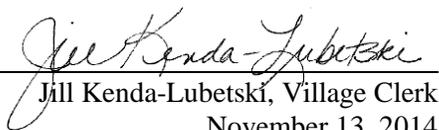


VILLAGE BOARD MEETING
Monday, November 17, 2014
Earl McGovern Board Room, 6:30 P.M.



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Public Hearing – 2015 Budget
- IV. Persons Desiring to be Heard
- V. Consideration of Minutes: November 3, 2014 – Regular Meeting
- VI. Unfinished Business
 - A) Modification of Water Easement (Partial Release and New Easement Grant) 9305/9325 North Green Bay Road
- VII. New Business
 - A) Resolution No. 14-, “In the Matter of Adopting the 2015 Annual Budget and Establishing the Property Tax Levy for the Village of Brown Deer”
 - B) Remodel Projects (Board Room, Snack Counter and Mail Station)
 - C) Resolution No. 14-, “Adopting The Municipalities Continuing Disclosure Cooperation Initiative”
 - D) Resolution No. 14-, “In Appreciation for Ann Brandstrom”
 - E) Ordinance No. 14-, “An Ordinance Amending Section 62-3 (3) and (4) of the Brown Deer Village Code Relating to Speed Limits”
 - F) Intergovernmental Cooperation Agreement – GCS Software
 - G) Resolution No. 14-, “Resolution in support of creating Milwaukee County Transit System Bus Route 276”
 - H) Purchase/Replacement 1-ton (2yd) Patrol Truck
 - I) Purchase/Replacement 3/4-ton Pick-up Truck
 - J) September 2014 Financial Reports
 - K) Consideration of October 2014 Vouchers
- VIII. Village President’s Report
- IX. Village Manager’s Report
- X. Adjournment



Jill Kenda-Lubetski, Village Clerk
November 13, 2014

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

**BROWN DEER VILLAGE BOARD
NOVEMBER 3, 2014 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: Village President Krueger; Trustees: Awe, Baker, Boschert, Oates, Schilz, Springman

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Mike Kass, Chief of Police; Susan Hudson, Treasurer/Comptroller; Nathan Piotrowski, Community Development Director; Matthew Maederer, Public Works Director

II. Pledge of Allegiance

III. Persons Desiring to be Heard

**IV. Consideration of Minutes: October 20, 2014 – Regular Meeting
 October 14, 15, 22, 2014 – Budget Workshops**

It was moved by Trustee Boschert and seconded by Trustee Awe to approve the minutes from the October 20, 2014 - Regular Meeting and October 14, 15, 22, 2014 – Budget Workshops, amending the October 22, 2014 – Budget Workshop adjournment motion from Trustee Weddle-Henning to Trustee Awe. The motion carried unanimously.

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

- (d) Except as provided in 304.06 (1) (eg) and by rule promulgated under s. 304.06 (1) (em), considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention.

1. Crime Prevention Strategy

It was moved by Trustee Springman and seconded by Trustee Oates to recess into Closed Session at 6:39 p.m. The motion carried unanimously.

It was moved by Trustee Springman and seconded by Trustee Boschert to reconvene into Open Session at 7:32 p.m. The motion carried unanimously.

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

VII. New Business

A) Resolution No. 14-, “Assessing the Electric Energy and Maintenance Costs of the Arbon Drive-W. Green Brook Dr. Street Lighting System”

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, “Assessing the Electric Energy and Maintenance Costs of the Arbon Drive-W. Green Brook Dr. Street Lighting System”. The motion carried unanimously.

B) Resolution No. 14-, “Assessing the Electric Energy and Maintenance Costs of the Brown Deer Business Park Subdivision Street Lighting System”

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Brown Deer Business Park Subdivision Street Lighting System". The motion carried unanimously.

C) Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of Brown Deer Corporate Park Subdivision Street Lighting System"

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Brown Deer Corporate Park Subdivision Street Lighting System". The motion carried unanimously.

D) Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the N. Kildeer Court – W. Brown Deer Road Street Lighting System"

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the N. Kildeer Court – W. Brown Deer Road Street Lighting System". The motion carried unanimously.

E) Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Opus North Subdivision Street Lighting System"

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Opus North Subdivision Street Lighting System". The motion carried unanimously.

F) Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Park Plaza & Addn. #1 Subdivision Street Lighting System"

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "Assessing the Electric Energy and Maintenance Costs of the Park Plaza & Addn. #1 Subdivision Street Lighting System". The motion carried unanimously.

G) Requests for Extended Holiday Hours from Various Retailers

Mr. Janecke explained the request for extended holiday hours from Kohl's Department Store. Representatives were present at the meeting to answer any question the Board might have.

It was moved by President Krueger and seconded by Trustee Springman to approve the request from Kohl's Department Store to be open during the hours stated in their letter. The motion carried 6-1 with Trustee Oates voting in opposition.

Mr. Janecke reviewed the extended holiday hour requests from Michaels, Old Navy, Walgreen's and Walmart. Trustee Oates clarified Walmart is requesting to be open for 18 hours on Walmart. Chief Kass reviewed the Police Department's staffing level for "Black Friday" shopping.

It was moved by Trustee Springman and seconded by Trustee Baker to approve the extended holiday hour requests from Michael's, Old Navy, Walgreen's and Walmart. The motion carried 6-1 with Trustee Oates voting in opposition.

H) Wisconsin Electric Power Company – Distribution Easement Underground

Mr. Piotrowski explained Wisconsin Electric is looking to provide electricity to the new cell tower located at the Library. Attorney Fuchs and the Director of Public Works have reviewed the proposal and

are comfortable moving forward with the proposal.

Trustee Oates clarified the easement will provide power to the new cell tower.

It was moved by President Krueger and seconded by Trustee Baker to approve the Distribution Easement at 5600 W. Bradley Road for Wisconsin Electric Power Company. The motion carried unanimously.

I) Resolution No. 14-, “Vacating and Abandoning Reservation for Public Road Purposes on 9305/9325 North Green Bay Road”

Mr. Piotrowski explained the passing of the following two resolutions will discontinue the easements on Green Bay Road that are no longer necessary with the redevelopment plan for Goodwill.

Trustee Schilz inquired into the turn lanes for the Goodwill property off of Schroeder Drive. Mr. Piotrowski explained that the entrances may be a topic of discussion when Green Bay Road is reconstructed by the DOT.

It was moved by Trustee Springman and seconded by Trustee Baker to adopt Resolution No. 14-, “Vacating and Abandoning Reservation for Public Road Purposes on 9305/9325 North Green Bay Road”. The motion carried unanimously.

J) Resolution No. 14-, “Releasing Agreement 4326343 on 9305/9325 North Green Bay Road”

It was moved by Trustee Awe and seconded by Trustee Springman to adopt Resolution No. 14-, “Resolution Releasing Agreement 4326343 on 9305/9325 North Green Bay Road”. The motion carried unanimously.

K) Modification of Water Easement (Partial Release and New Easement Grant) 9305/9325 North Green Bay Road

Attorney Fuchs commented the easement document has not been finalized. As soon as all the interested parties have provided their input, Attorney Fuchs will make sure a final document is drafted. The Board has two options, they could approve the easement subject to form or it can be laid over to the following meeting. Mr. Piotrowski commented the modification to the easement is being made to reflect the jog of the water main.

President Krueger commented he would feel better about approving a finalized document.

It was moved by President Krueger and seconded by Trustee Schilz to layover the Modification of Water Easement (Partial Release and New Easement Grant) 9305/9325 North Green Bay Road. The motion carried unanimously.

L) 2015 Budget

Mr. Hall commented all the requests made by the Village Board are now included the budget document. This will be the same budget Staff will ask for approval at the November 17th Village Board meeting.

Trustee Oates inquired when the tax bills will be delivered to the residents. Ms. Hudson responded tax bills generally get delivered by the middle of December.

VIII. Village President’s Report

Village President Krueger reported on the following:

- ICC Meeting
- MMSD rate increase

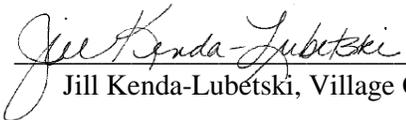
IX. Village Manager's Report

Village Manager reported on the following:

- Dinner for John McGivern "Around the Corner" – February 9th

X. Adjournment

It was moved by Trustee Springman and seconded by Trustee Schilz to adjourn at 8:06 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk

This instrument was drafted by
and after recordation to be
returned to:

**PARTIAL
RELEASE OF
WATERMAIN
EASEMENT**

Bradley I. Dallet
Whyte Hirschboeck Dudek S.C.
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

Tax Parcel I.D.:
(See Exhibits)

[Above space reserved for recording information]

THIS PARTIAL RELEASE OF WATERMAIN EASEMENT (“*Release*”) is made as of the _____ day of _____, 2014 by and between **DEERBROOK COMMONS, LLC**, a Wisconsin limited liability company (“*Deerbrook*”), **GW DEERBROOK, LLC**, a Wisconsin limited liability company (“*GW*”) and the **VILLAGE OF BROWN DEER**, a Wisconsin municipal corporation (the “*Village*”).

RECITALS

A. GW is the successor in interest and present owner of Lot 1 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451 (“*CSM 8624*”), as more particularly described on **Exhibit A** attached hereto (the “*GW Property*”),

B. Deerbrook is the successor in interest and present owner of Lots 2 and 3 of CSM 8624, as more particularly described on **Exhibit B** attached hereto (the “*Deerbrook Property*”). The GW Property and the Deerbrook Property are together the “*Property*”.

C. CSM 8624 is a redivision of Certified Survey Map No. 693, recorded in said Register’s Office on June 30, 1967, on Reel 367, Image 263, as Document No. 4327462 (“*CSM 693*”). A copy of CSM 693 is attached hereto as **Exhibit C**, and a copy of CSM 8624 is attached hereto as **Exhibit D**.

D. Depicted and reserved on said CSM 693 is a “30’ Brown Deer Sanitary Sewer and Water Easement & Metro. Intercep. Sewer” easement (the “*Sewer and Water Easement*”). The westerly ten (10) feet of the Sewer and Water Easement is the ten (10) foot wide Easement for water main purposes granted by GW and Deerbrook’s predecessors in title, Hearthside Nursing Homes, Inc., to the Village of Brown Deer by Easement dated June 21, 1967, and recorded in said Register’s Office on June 27, 1967 as Document No. 4326342 (the “*Watermain Easement*”), which Watermain Easement is also depicted on CSM 8624.

E. The parties hereto have discovered that a portion of the water main is not located within the Watermain Easement area and the parties hereto desire to release, vacate and abandon that portion of the watermain easement area as more particularly described on **Exhibit E-1** and as more particularly depicted on **Exhibit E-2** from both CSM 693 and CSM 8624.

F. Also depicted and dedicated on CSM 8624 is a “10’ Watermain Easement” angled and extending from the Watermain Easement to the west boundary line of N. Green Bay Rd. (S.T.H. 57) (the “*Angled 10’ Watermain Easement*”). The parties hereto have discovered and concluded that the location of the Angled 10’ Watermain Easement is not correctly located and depicted on CSM 8624 and therefore desire to release, vacate and abandon the Angled 10’ Watermain Easement. In lieu thereof and concurrent herewith, by separate amendment to the Watermain Easement, Deerbrook will grant to the Village a replacement 10’ watermain easement using the correct legal description of the angled watermain easement area.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the terms, conditions and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby release, vacate and abandon that portion of the Watermain Easement depicted on CSM 693 and on CSM 8624 as more particularly described on **Exhibit E-1**, as well as the Angled 10’ Watermain Easement depicted and dedicated on CSM 8624 attached hereto as **Exhibit D**.

DEERBROOK COMMONS, LLC,
a Wisconsin limited liability company

By: _____
Name: Douglas J. Weas, Manager

GW DEERBROOK, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above named Douglas J. Weas, the Manager of Deerbrook Commons, LLC, a Wisconsin limited liability company, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

(Print or type name of Notary) _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

Above space for Notary Seal

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above named _____, the _____ of GW Deerbrook, LLC, a Wisconsin limited liability company, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

(Print or type name of Notary) _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

Above space for Notary Seal

EXHIBIT A

Legal Description of GW Property

LOT 1 OF CERTIFIED SURVEY MAP NO. 8624, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON SEPTEMBER 9, 2014, AS DOCUMENT NO. 10392451, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 693 RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Tax Key Nos.: Part 010-9984-005
 Part 010-9984-006

EXHIBIT B

Legal Description of Deerbrook Property

LOTS 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8624, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON SEPTEMBER 9, 2014, AS DOCUMENT NO. 10392451, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 693 RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Tax Key Nos.: Part 010-9984-005
 Part 010-9984-006

EXHIBIT C

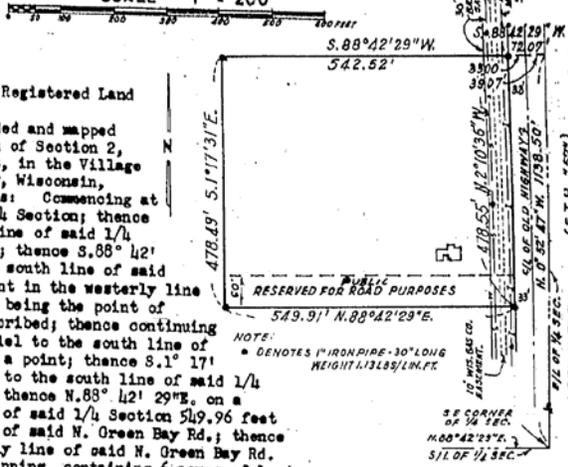
Certified Survey Map No. 693

REEL 307 MAG 263

R



CERTIFIED SURVEY MAP
PART OF THE NE 1/4 OF SEC. 2, T. 8 N., R. 21 E., IN THE
VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WIS.
SCALE 1" = 200'



SURVEYOR'S CERTIFICATE
I, Clarence H. Piepenburg, Registered Land Surveyor, hereby certify:
That I have surveyed, divided and mapped that part of the North East 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said 1/4 Section; thence N. 0° 52' 47" W. along the east line of said 1/4 Section 1138.50 feet to a point; thence S. 88° 42' 29" W. on a line parallel to the south line of said 1/4 Section 72.07 feet to a point in the westerly line of N. Green Bay Rd., said point being the point of beginning of the land to be described; thence continuing S. 88° 42' 29" W. on a line parallel to the south line of said 1/4 Section 542.52 feet to a point; thence S. 17° 31' E. on a line at right angles to the south line of said 1/4 Section 478.49 feet to a point; thence N. 88° 42' 29" E. on a line parallel to the south line of said 1/4 Section 549.91 feet to a point in the westerly line of said N. Green Bay Rd.; thence N. 2° 10' 36" W. along the westerly line of said N. Green Bay Rd. 478.55 feet to the point of beginning, containing 6 acres of land, and reserving the south 60.00 feet for public road purposes.
That I have made such survey, land-division and map by the direction of Mary E. Knepel and Adeline Knepel Dyabe, owners of said land.
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Brown Deer in surveying, dividing and mapping the same.
Dated this 24TH day of MAY, 1967.
Clarence H. Piepenburg
Clarence H. Piepenburg
Registered Land Surveyor S-139

OWNERS' CERTIFICATE
We, Mary E. Knepel and Adeline Knepel Dyabe, as owners, hereby certify that we caused the land described in the foregoing certificate of Clarence H. Piepenburg, Surveyor, to be surveyed, divided and mapped as represented on this map.
WITNESS the hand and seal of said owners this 24TH day of MAY, 1967.

Clarence H. Piepenburg witness
Clarence H. Piepenburg
Deolinda Groth witness
Deolinda Groth
STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS
Mary E. Knepel (seal)
Mary E. Knepel
Adeline Knepel Dyabe
Adeline Knepel Dyabe

Personally came before me this 24TH day of MAY, 1967, the above named Mary E. Knepel and Adeline Knepel Dyabe, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Clarence H. Piepenburg Notary Public, Wisconsin. My commission expires MARCH 14, 1971.

VILLAGE BOARD RESOLUTION
Resolved, that the Certified Survey Map in the Village of Brown Deer, Wisconsin, is hereby approved by the Village Board.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Village Board of the Village of Brown Deer, Wisconsin, on the 5TH day of JUNE, 1967.
Edgar H. Hennig
Edgar H. Hennig
President of the Village Board
Paul Scherer
Paul Scherer
Village Clerk

This instrument was drafted by Clarence H. Piepenburg.

1.5C

B Rec

4327462
 4327462
 REGISTERS OFFICE
 Milwaukee County, Wis.
 RECORDED AT 4:45 P.M.
 on JUN 30 1967 in
 Reel 367 Image 263-264
 Nolan Potter
 Register of Deeds

JUN-30-67 8 7 2 2 9 8

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

);SS

MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, a Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Certified Survey Map No. 693, recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4 section; Thence North 0°52'48" West, 660.00 feet along the East line of said Northeast 1/4 section; Thence South 88°42'29" West, 61.24 feet to the Point of Beginning of this description; Continuing thence South 88°42'29" West, 549.91 feet along the North line of Opus North, a recorded subdivision; Thence North 1°17'31" West, 478.49 feet along the East line of said Opus North to the South line of Parcel 1 of Certified Survey Map No. 5376; Thence North 88°42'29" East, 542.52 feet along said South line to the West line of North Green Bay Road (S.T.H. 57); Thence South 2°10'36" East, 478.55 feet along said West line to the Point of Beginning.

Said parcel contains a total of 261,360 square feet, or 6.000 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Brown Deer Land Division Ordinance in surveying, dividing and mapping the same.


Baiba M. Rozite, Registered Wisconsin
Land Surveyor S-2351 (SEAL)



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 2 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

DEER BROOK COMMONS, LLC, as owner, does hereby certify that said owner caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. DEER BROOK COMMONS, LLC, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: Village of Brown Deer

WITNESS the hand and seal of said owner this 8th day of September, 2014.

By: DEER BROOK COMMONS, LLC

[Signature]
signature

Douglas J. Weas
MANAGER

STATE OF WISCONSIN)
:SS

Milwaukee COUNTY) PERSONALLY came before me this 8th day of September, 2014, Douglas J. Weas, MANAGER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Signature Notary Public, State of Wisconsin

Nichole M. Miezin
Notary, printed name

My Commission Expires March 13, 2016



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 3 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

JOHNSON BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the here-in described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the certificate of DEER BROOK COMMONS, LLC, owner.

IN WITNESS WHEREOF, the said JOHNSON BANK has caused these presents to be signed by ROBERT A. MACDONALD, its Vice President, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 8th day of September, 2014.

In the presence of:

(Corporate Seal)
JOHNSON BANK

Robert A. Macdonald
ROBERT A. MACDONALD, Vice-President
9-8-14
Date

STATE OF WISCONSIN)
Milwaukee COUNTY) SS
Personally came before me this 8th day of September, 2014, ROBERT A. MACDONALD, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Nichole M. Miezin
Signature Notary Public, State of Wisconsin (seal)

Nichole M. Miezin
Notary, printed name

My Commission Expires March 13, 2016



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PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 4 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

VILLAGE OF BROWN DEER PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Brown Deer on this 7th day of July, 2014

Carl Krueger
Carl Krueger, Village President

Jill Kenda-Lubetski
Jill Kenda-Lubetski, Village Clerk

VILLAGE OF BROWN DEER VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Brown Deer on this 21st day of July, 2014

Carl Krueger
Carl Krueger, Village President

Jill Kenda-Lubetski
Jill Kenda-Lubetski, Village Clerk

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PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

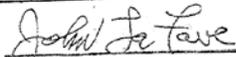


Sheet 5 of 5

STATE OF WISCONSIN
MILWAUKEE COUNTY
I, the undersigned Register of Deeds of Milwaukee
County, hereby certify that this document is a true
and correct copy of the original on file or record in
my office. Witness my hand and official seal this

SEP 9 2014

date



JOHN LA FAVE
Register of Deeds

EXHIBIT E-1

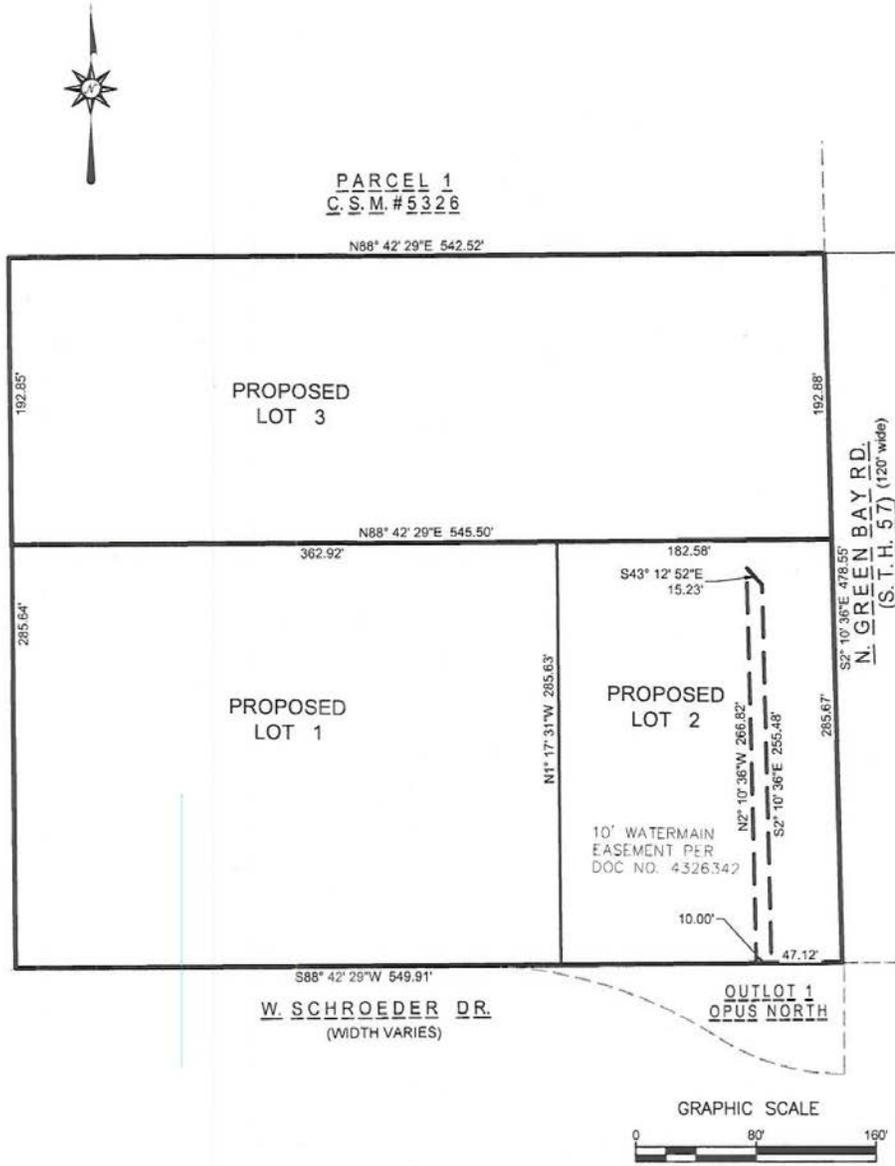
**LEGAL DESCRIPTION 10' WATERMAIN EASEMENT (DOCUMENT #4326342)
GRANTED TO THE VILLAGE OF BROWN DEER TO BE RELEASED**

THAT PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8624, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON SEPTEMBER 9, 2014, AS DOCUMENT NO. 10392451, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 693 RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, COUNTY OF MILWAUKEE, STATE OF WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NO. 693, ALSO BEING THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NO. 8624; THENCE SOUTH 88°42'29" WEST, 47.12 FEET ALONG THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP NO. 693 AND CERTIFIED SURVEY MAP NO. 8624 TO THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 88°42'29" WEST, 10.00 FEET; THENCE NORTH 2°10'36" WEST, 266.82 FEET; THENCE SOUTH 43°12'52" EAST, 15.23 FEET; THENCE SOUTH 2°10'36" EAST, 255.48 FEET TO AFORESAID SOUTH LINE AND TO THE POINT OF BEGINNING.

EXHIBIT E-2

Exhibit E-2



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1300 West Canal Street
Milwaukee, WI 53233
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Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY RAIBA M. ROZITE

EXHIBIT F

STATE OF WISCONSIN VILLAGE OF BROWN DEER MILWAUKEE COUNTY

Resolution Releasing, Vacating and Abandoning
Portion of Watermain Easement depicted on
Certified Survey Map No. 693 and on
Certified Survey Map No. 8624
9305/9325 North Green Bay Road

Resolution No. 14-_____

WHEREAS, the Village Board of the Village of Brown Deer has determined that it is in the public interest to release, vacate and abandon:

(i) that portion of the watermain easement depicted on Certified Survey Map No. 693 and also depicted on Certified Survey Map No. 8624 only upon the following described premises:

That part of Lot 2 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693 recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Certified Survey Map No. 693, also being the Southeast corner of said Certified Survey Map No. 8624; thence South 88°42'29" West, 47.12 feet along the south line of said Certified Survey Map No. 693 and Certified Survey Map No. 8624 to the point of beginning; continuing thence South 88°42'29" West, 10.00 feet; thence North 2°10'36" West, 266.82 feet; thence South 43°12'52" East, 15.23 feet; thence South 2°10'36" East, 255.48 feet to aforesaid south line and to the point of beginning; and

(ii) that portion of the "10' Watermain Easement" angled and extended from the above-referenced watermain easement to the west boundary line of N. Green Bay Rd. (S.T.H. 57) as depicted and dedicated on Certified Survey Map No. 8624 (the "Angled 10' Watermain Easement"); and

WHEREAS, the Village Board finds that a portion of the water main is not located within the watermain easement area, and the Angled 10' Watermain Easement is not correctly located and depicted on Certified Survey Map No. 8624; that the parties hereto are entering into an amendment to the existing Easement for water main purposes granted to the Village of Brown

Deer recorded in the Office of the Register of Deeds for Milwaukee County Wisconsin on June 27, 1967 as Document No. 4326342 (the "Watermain Easement") to release the portion of the Watermain Easement no longer needed, and to grant a replacement easement to the Village of Brown Deer for watermain purposes over the correctly described 10' angled easement area; and

WHEREAS, the Village Board has determined that it is in the public interest to vacate and abandon such watermain easements above mentioned and to accept the grant of replacement watermain easement in the amendment to the Watermain Easement;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown Deer that:

(i) that portion of the watermain easement depicted on Certified Survey Map No. 693 and also depicted on Certified Survey Map No. 8624 upon the following described premises:

That part of Lot 2 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693 recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Certified Survey Map No. 693, also being the Southeast corner of said Certified Survey Map No. 8624; thence South 88°42'29" West, 47.12 feet along the South line of said Certified Survey Map No. 693 and Certified Survey Map No. 8624 to the point of beginning; continuing thence South 88°42'29" West, 10.00 feet; thence North 2°10'36" West, 266.82 feet; thence South 43°12'52" East, 15.23 feet; thence South 2°10'36" East, 255.48 feet to aforesaid South line and to the point of beginning; and

(ii) that portion of the "10' Watermain Easement" angled and extended from the above-referenced watermain easement to the west boundary line of N. Green Bay Rd. (S.T.H. 57) as depicted and dedicated on Certified Survey Map No. 8624

are hereby released, vacated and abandoned.

BE IT FURTHER RESOLVED, that a copy of this Resolution and incorporated Exhibit is authorized to be recorded with the Register of Deeds for Milwaukee County.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this ____ day of _____, 2014.

_____, Village President

Countersigned:

_____, Village Clerk

This instrument was drafted by
and after recordation to be
returned to:

Bradley I. Dallet
Whyte Hirschboeck Dudek S.C.
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

Tax Parcel I.D. Nos.:
010-9984-005 and
010-9984-006

**AMENDMENT
TO
EASEMENT**

[Above space reserved for recording information]

THIS AMENDMENT TO EASEMENT (“Amendment”) is made as of the _____ day of _____, 2014 by and between **DEERBROOK COMMONS, LLC**, a Wisconsin limited liability company (“Deerbrook”), **GW DEERBROOK, LLC**, a Wisconsin limited liability company (“GW”) and the **VILLAGE OF BROWN DEER**, a Wisconsin municipal corporation (the “Village”).

RECITALS

A. Hearthside Nursing Home, Inc. (“Hearthside”) granted that certain Easement to the Village dated June 21, 1967, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 27, 2967 as Document No. 4326342 (the “Easement”) for the right, permission and authority necessary to construct, install and connect a water main (the “Watermain Easement”) along, in and upon a portion of the property described therein (the “Property”). The Property is now more particularly described as:

Lots 1, 2 and 3 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693, recorded June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin.

B. The Watermain Easement is also depicted on that certain Certified Survey Map No. 693, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 1967 as Document No. 4327462 (the “CSM 693”), a copy of which is attached hereto as **Exhibit A**, and also depicted on Certified Survey Map No. 8624, recorded in said Register’s Office on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693, recorded June 30, 1967 as Document No. 4327462 (the “CSM 8624”), a copy of which is attached hereto as **Exhibit B**.

C. By Warranty Deed dated October 24, 2014 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 24, 2014 as Document No. 10406655 (the “GW Deed”), GW Deerbrook, LLC, a Wisconsin limited liability company (“GW”), is the successor in interest and present owner of Lot 1 of Certified Survey Map No. 8624.

D. By Sheriff’s Deed dated September 16, 2004 and recorded in said Register’s Office on September 30, 2004 as Document No. 8875413 (the “Deerbrook Deed”), Deerbrook Commons, LLC, a Wisconsin limited liability company (“Deerbrook”) is the successor in interest and present owner of Lots 2 and 3 of CSM 8624.

E. GW, Deerbrook and the Village have determined that the portion of the Easement depicted on Exhibit C attached hereto and legally described on Exhibit D attached hereto, is no longer required the Village and the parties desire to have the Village vacate, abandon and release that portion of the Watermain Easement described on Exhibit D hereto from the Easement.

F. In consideration of the Village vacating, abandoning and releasing that portion of the Watermain Easement described on Exhibit D hereto from the Easement, Deerbrook, as the owner of Lot 2 of CSM 8624, desires to grant the Village a replacement water main easement along, in and upon the premises described on Exhibit E attached hereto (the “Replacement Easement”); said Replacement Easement to be subject to the same terms and provisions of the Easement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the terms, conditions and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Resolution passed and adopted by the Village of Brown Deer on _____, 2014 and attached hereto as Exhibit F, the parties hereto agree as follows:

1. The Village hereby vacates, abandons and releases any right, title or interest of the Village in that portion of the Watermain Easement described on Exhibit D attached hereto from the Easement.

2. Deerbrook hereby grants to the Village of Brown Deer all of the right, permission and authority necessary for the construction, installation, connection and maintenance of a water main along, in and upon the premises described on Exhibit E attached hereto.

[Signatures on following pages]

DEERBROOK COMMONS, LLC,
a Wisconsin limited liability company

By: _____
Name: Douglas J. Weas, Manager

GW DEERBROOK, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

VILLAGE OF BROWN DEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above named _____, the _____ and _____, the _____ of the Village of Brown Deer, a Wisconsin municipal corporation, who are personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that s/he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his/her duly authorized capacities.

(Print or type name of Notary) _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

Above space for Notary Seal

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above named Douglas J. Weas, the Manager of Deerbrook Commons, LLC, a Wisconsin limited liability company, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

(Print or type name of Notary)
Notary Public, State of _____
My commission (is permanent) (expires: _____)

Above space for Notary Seal

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above named _____, the _____ of GW Deerbrook, LLC, a Wisconsin limited liability company, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

(Print or type name of Notary)
Notary Public, State of _____
My commission (is permanent) (expires: _____)

Above space for Notary Seal

EXHIBIT A

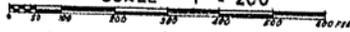
CSM 693 / 4327462

REEL 361 MAG 263

K



CERTIFIED SURVEY MAP
PART OF THE NE 1/4 OF SEC. 2, T. 8N., R. 21E., IN THE
VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WIS.
SCALE 1" = 200'



SURVEYOR'S CERTIFICATE

I, Clarence H. Piepenburg, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the North East 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said 1/4 Section; thence N.0° 52' 47"W. along the east line of said 1/4 Section 1138.50 feet to a point; thence S.88° 42' 29"W. on a line parallel to the south line of said 1/4 Section 72.07 feet to a point in the westerly line of N. Green Bay Rd., said point being the point of beginning of the land to be described; thence continuing S.88° 42' 29"W. on a line parallel to the south line of said 1/4 Section 542.52 feet to a point; thence S.1° 17' 31"E. on a line at right angles to the south line of said 1/4 Section 478.49 feet to a point; thence N.88° 42' 29"W. on a line parallel to the south line of said 1/4 Section 549.96 feet to a point in the westerly line of said N. Green Bay Rd.; thence N.2° 10' 36"W. along the westerly line of said N. Green Bay Rd. 478.55 feet to the point of beginning, containing 6 acres of land, and reserving the south 60.00 feet for public road purposes.

That I have made such survey, land-division and map by the direction of Mary E. Knepel and Adeline Knepel Dymbe, owners of said land.
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Brown Deer in surveying, dividing and mapping the same.

Dated this 24TH day of MAY, 1967.

Clarence H. Piepenburg
Clarence H. Piepenburg
Registered Land Surveyor S-139

OWNERS' CERTIFICATE

We, Mary E. Knepel and Adeline Knepel Dymbe, as owners, hereby certify that we caused the land described in the foregoing certificate of Clarence H. Piepenburg, Surveyor, to be surveyed, divided and mapped as represented on this map.
WITNESS the hand and seal of said owners this 24TH day of MAY, 1967.

Clarence H. Piepenburg witness
Clarence H. Piepenburg

Mary E. Knepel (seal)
Mary E. Knepel

Adeline Knepel Dymbe witness
Adeline Knepel Dymbe
Deolinda Groth
STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Adeline Knepel Dymbe
Adeline Knepel Dymbe

Personally came before me this 24TH day of MAY, 1967, the above named Mary E. Knepel and Adeline Knepel Dymbe, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Clarence H. Piepenburg Notary Public, Wisconsin. My commission expires MARCH 14, 1971.

VILLAGE BOARD RESOLUTION

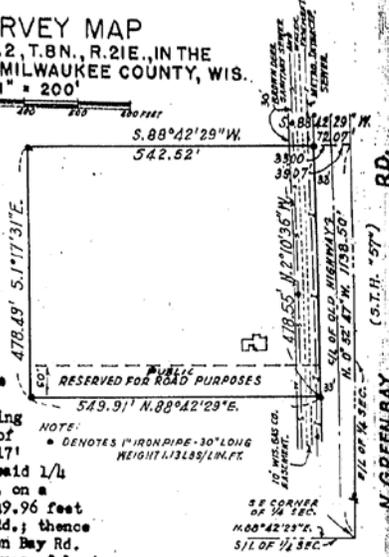
Resolved, that the Certified Survey Map in the Village of Brown Deer, Wisconsin, is hereby approved by the Village Board.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Village Board of the Village of Brown Deer, Wisconsin, on the 5TH day of June, 1967.

Eldon H. Hennings
President of the Village Board

Frank Johnson
Village Clerk

This instrument was drafted by Clarence H. Piepenburg.



1.50

B Rec

4327462
 REGISTERS OFFICE
 155
 Winnebago County, Wis.
 RECORDED AT 4:45 P.M.
 on JUN 30 1967 in
 Reel 367 Image 263-264
 Milan Patten
 Registrar of Deeds

JUN-30-67 8 7 2 2 9 8 4327462

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

):SS

MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, a Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Certified Survey Map No. 693, recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4 section; Thence North 0°52'48" West, 660.00 feet along the East line of said Northeast 1/4 section; Thence South 88°42'29" West, 61.24 feet to the Point of Beginning of this description; Continuing thence South 88°42'29" West, 549.91 feet along the North line of Opus North, a recorded subdivision; Thence North 1°17'31" West, 478.49 feet along the East line of said Opus North to the South line of Parcel 1 of Certified Survey Map No. 5376; Thence North 88°42'29" East, 542.52 feet along said South line to the West line of North Green Bay Road (S.T.H. 57); Thence South 2°10'36" East, 478.55 feet along said West line to the Point of Beginning.

Said parcel contains a total of 261,360 square feet, or 6.000 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Brown Deer Land Division Ordinance in surveying, dividing and mapping the same.


Baiba M. Rozite, Registered Wisconsin
Land Surveyor S-2351 (SEAL)



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1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 2 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

DEER BROOK COMMONS, LLC, as owner, does hereby certify that said owner caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. DEER BROOK COMMONS, LLC, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: Village of Brown Deer

WITNESS the hand and seal of said owner this 8th day of September, 2014.

By: DEER BROOK COMMONS, LLC

[Signature]
signature

Douglas J. Weas
MANAGER

STATE OF WISCONSIN)
:SS

Milwaukee COUNTY) PERSONALLY came before me this 8th day of September, 2014, Douglas J. Weas, MANAGER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Signature Notary Public, State of Wisconsin

Nichole M. Miezin
Notary, printed name

My Commission Expires March 13, 2016



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Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 3 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

JOHNSON BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the here-in described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the certificate of DEER BROOK COMMONS, LLC, owner.

IN WITNESS WHEREOF, the said JOHNSON BANK has caused these presents to be signed by ROBERT A. MACDONALD, its Vice President, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 8th day of September, 2014.

In the presence of:

(Corporate Seal)
JOHNSON BANK

Robert A. Macdonald
ROBERT A. MACDONALD, Vice-President
9-8-14
Date

STATE OF WISCONSIN)
Milwaukee COUNTY) SS 8th day of September, 2014, ROBERT A. MACDONALD, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Nichole M. Miezyn

Signature Notary Public, State of Wisconsin (seal)

Nichole M. Miezyn

Notary, printed name

My Commission Expires March 13, 2016



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1300 West Canal Street
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PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

Sheet 4 of 5

CERTIFIED SURVEY MAP NO. 8624

CERTIFIED SURVEY MAP NO. 693, RECORDED ON JUNE 30, 1967 AS DOCUMENT NO. 4327462, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 2, TOWN 8 NORTH, RANGE 21 EAST, IN THE VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN

VILLAGE OF BROWN DEER PLAN COMMISSION APPROVAL

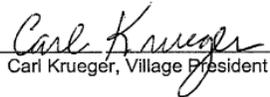
Approved by the Plan Commission of the Village of Brown Deer on this 7th day of July, 2014


Carl Krueger, Village President


Jill Kenda-Lubetski, Village Clerk

VILLAGE OF BROWN DEER VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Brown Deer on this 21st day of July, 2014


Carl Krueger, Village President


Jill Kenda-Lubetski, Village Clerk

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Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE



Sheet 5 of 5

STATE OF WISCONSIN
MILWAUKEE COUNTY

I, the undersigned Register of Deeds of Milwaukee County, hereby certify that this document is a true and correct copy of the original on file or record in my office. Witness my hand and official seal this

SEP 9 2014

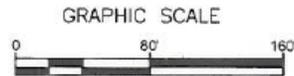
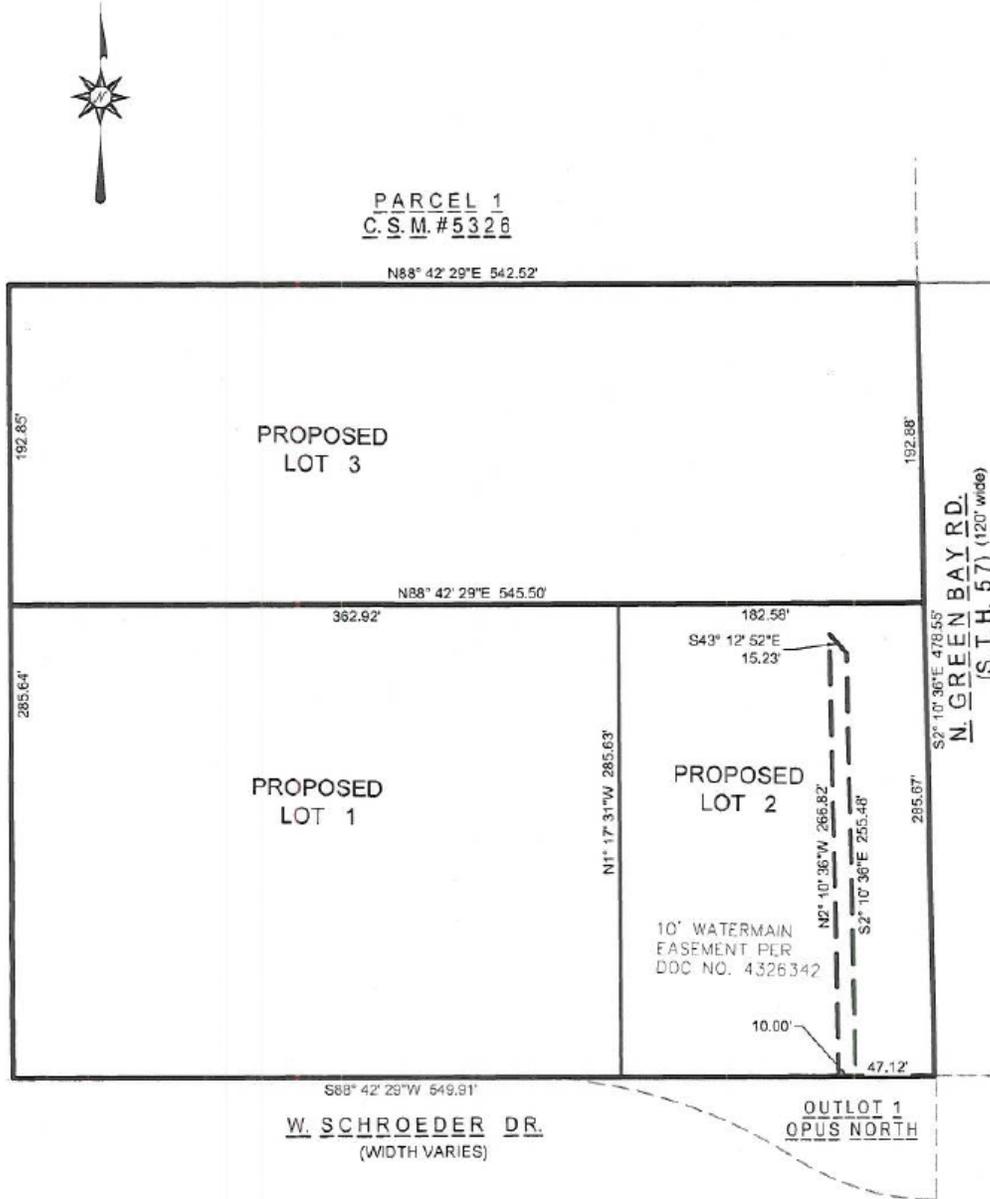
date

John La Fave

JOHN LA FAVE
Register of Deeds

EXHIBIT C

Map Depicting Released Easement



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14590 DRAFTED BY BAIBA M. ROZITE

EXHIBIT D

Legal Description of Released Easement

That part of Lot 2 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693 recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Certified Survey Map No. 693, also being the Southeast corner of said Certified Survey Map No. 8624; thence South 88°42'29" West, 47.12 feet along the South line of said Certified Survey Map No. 693 and Certified Survey Map No. 8624 to the point of beginning; continuing thence South 88°42'29" West, 10.00 feet; thence North 2°10'36" West, 266.82 feet; thence South 43°12'52" East, 15.23 feet; thence South 2°10'36" East, 255.48 feet to aforesaid South line and to the point of beginning.

Tax Key No.: Part 010-9984-005
Part 010-9984-006

EXHIBIT E

Legal Description of New Grant of Easement

That part of Lot 2 of Certified Survey Map No. 8624, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 9, 2014, as Document No. 10392451, being a redivision of Certified Survey Map No. 693 recorded on June 30, 1967 as Document No. 4327462, being part of the Southeast 1/4 of the Northeast 1/4 of Section 2, Town 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Northeast corner of said Lot 2; Thence South 88°42'29" West, 47.12 feet along the North line of said Lot 2; Thence South 2°10'36" East, 14.96 feet along the East line of an existing Water Main Easement to the Point of Beginning; Thence South 43°12'52" East, 71.76 feet to the West line of North Green Bay Road (S.T.H. 57); Thence South 2°10'36" East, 15.23 feet along said West line; Thence North 43°12'52" West, 71.76 feet to the aforesaid the East line of an existing Water Main Easement; Thence North 2°10'36" West, 15.23 feet along said East line to the Point of Beginning.

Tax Key No.: Part 010-9984-005
Part 010-9984-006

EXHIBIT F

Village of Brown Deer Resolution

In the Matter of Adopting the 2015
Annual Budget and Establishing the Property
Tax Levy for the Village of Brown Deer

Resolution No. 14-

WHEREAS, the Village Manager has prepared an Annual Budget for the 2015 fiscal year in accordance with the requirements of Charter Ordinance No. 3 of the Brown Deer Village Code; and,

WHEREAS, the Village Board has reviewed the proposed revenues from all sources and the proposed expenditures for all purposes and has directed that the proposed budget be adjusted accordingly; and,

WHEREAS, a public hearing on the Annual Budget was held November 17, 2014 after due and proper notice of said hearing having been given in accordance with the provisions of Section 65.90, Wisconsin Statutes; and,

WHEREAS, the Village Board adopted certain resolutions relating to borrowing and levying irrepealable taxes sufficient to pay such borrowing; and,

WHEREAS, it is necessary to levy a property tax in the amount of **\$7,866,745** to fund the expenses of Village government as contained in the 2015 Annual Budget.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Brown Deer, Wisconsin as follows:

1. That the 2015 Annual Budget, a summary of which is attached hereto and made a part hereof, be and is hereby approved;
2. That the property tax is hereby levied and be placed upon the 2014 tax roll as follows: General Fund \$6,246,057, Capital Improvement Fund \$372,000, Park and Pond Fund \$47,500, Library Fund \$385,346, and Debt Service Fund \$815,842;
3. That the Village Manager is hereby authorized to delete or create expenditure accounts and to reduce or increase the amounts reflected in the Annual Budget for such expenditure accounts through the transfer of funds between expenditure accounts within the various Departments within the General Fund, provided that the authorized expenditure limit of the General Fund, exclusive of any contingency appropriation, is not exceeded and the 2015 Annual Budget is not increased.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 17th day of November, 2014.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board

ITEM DESCRIPTION: Board Room, Snack Counter, and Mail Station Remodel Project

PREPARED BY: Matt Janecke, Assistant Village Manager

REPORT DATE: November 14, 2014

Recommendation: Approve the Board Room, Snack Counter, and Mail Station Remodel Project in an amount not to exceed \$60,000

EXPLANATION:

Seven firms were targeted with the help of the Building Inspector for the RFP that was sent out on September 22nd with responses due back October 20th. BSI was the only firm to respond to our proposal. Though only one quote was received, Staff feels that BSI is a quality company firm that will work with staff to manage the project to accomplish the intentions set forth in the Capital Improvement description. BSI has worked with several municipalities on similar projects as this. BSI worked with Staff on functional and interior design

The board room in existence was constructed in the 1970s without any improvements since the original construction. Staff recognizes a plan needs to be in place to transition to a new or updated Village Hall facility; however that plan may be 10 or more years away. This project would supplement the Board Room over that period to allow for more aesthetically pleasing furniture and accommodate the use of electronics and updated AV equipment. The intentions of staff are that the improvements made now will have realized their useful life until the construction of a new municipal facility.

Typically the arrangement for council members is to have all seven of them grouped together in front of their constituents. The remodel is to fulfill that arrangement by having a shallow horseshoe presentation where all the council members sit side-by-side on one raised platform with the Village President in the middle. At the sides of the shallow horseshoe on the floor level will be desk and seating for Staff. This will allow Staff to make professional presentations to council members and constituents alike. Included in this planned project is the replacement of 21 executive chairs and 100 audience chairs, the purchase of a center round table for smaller group or committee meetings, and audio/visual upgrades.

The project also includes the removal and reconstruction of an ADA snack counter and mail station areas for an employee who is wheelchair bound. These two areas are located in the back hallway near the Assistant Village Manager's office.

Remodel Costs	Cost
Construction Project total	\$37,155
Chairs	\$9,924
Center Table and Furniture	\$2,278
Audio/Visual	\$2,500
Furniture Installation	\$2,593
Estimated Project Total	\$54,450

The Finance & Public Works Committee had asked about the possibility of exceeding the \$60,000 budgeted amount to make other needed improvements to the Board Room.

Additional Options	Cost
Replace Grilles & Paint Drywall Ceiling	\$3,790
Replace Balance of Carpet	\$5,690
Paint Walls & Baseboard Heaters	\$3,500
Custom Frontwall with Logo	\$4,430
Wrapped Acoustical Panels	\$14,120

At the very least Staff is asking for a not to exceed amount of \$60,000 instead of \$54,450 in order to work with BSI on Proposed Alternatives. Two Capital Improvement items are being used, totaling \$60,000.

Please contact Matt Janecke with any questions or comments at 371-3052.

November 14, 2014

Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223
Attn: Matthew Janecke

Project #75949

Proposal for: **Village Hall Interior Updates**

BSI is pleased to submit this proposal to furnish labor and materials required to perform all work in accordance with the Village of Brown Deer Bid to provide Village Hall Interior Updates to the Earl McGovern Board Room, Snack Counter and Mail Station Areas.

The bid response is presented with two components:

- Construction Base Bid Proposal with Alternate Upgrade Options
- Furniture Base Bid Proposal which offers a moveable round table configuration
- Please Refer to Spiral Bound Proposal for Construction Project Outline & Scope of Work along with Furniture Layout
- Attachment #1 - Furniture Specification to Include Line Item Pricing

Construction Project Total: \$37,155.00

Construction Add Alternates: *Please See Scope of Work for Add Alternates

Furniture Base Bid Total: \$19,241.80

Furniture Installation Total: \$ 2,592.50

Terms of Payment

- **50% down payment required**
- All invoices due within 10 days of receipt. Interest at a rate of 2.5% per month will be charged on all delinquent payments.
- No payment shall be withheld on any invoice because of partial delivery of the entire order.
- BSI limits credit card transactions to \$1000.00 per contract, all transactions will be assessed a 4% processing fee.
- Proposal does not include freight charges and will be provided based on final furniture selection
- **Specific purchase order instructions will be provided based on final furniture selection**
- **Freight costs will be issued based on final furniture selection**

This proposal is subject to written acceptance within (30) days of its date. The terms on the attached are expressly made a part of this agreement.

Accepted by	Date	Presented by	Date
_____		_____	
Signature		Amy Steffen	
_____		Account Executive	
Title		BSI (Building Service Inc.)	

All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.

 BSI (Building Service Inc.) Date
 BSI State Contractor License #1096956

 Title



Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

Warranty

- All work is warranted by BSI (Building Service, Inc.) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest). No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale.

Delays

- If delivery cannot be made as scheduled (due to conditions imposed by the customer) buyer will pay any applicable warehousing and redelivery charges. The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms.

Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein. In addition, supply without cost; necessary light, heat, power, elevator service and a safe environment for BSI and its associates. BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site.
- The site shall be clean, clear and free of debris prior to commencement of work. Adequate facilities for off-loading, staging, moving and handling shall be provided.
- After arrival at site, any loss or damages by weather, fire or other elements, other trades or buyers' personnel shall be the responsibility of the buyer. Purchaser must notify BSI, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI.

Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed or other suitable arrangements are not made, this contract shall then terminate and BSI shall then be paid for the work performed by it up to the time of the termination of its performance. BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises.
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard.

Changes

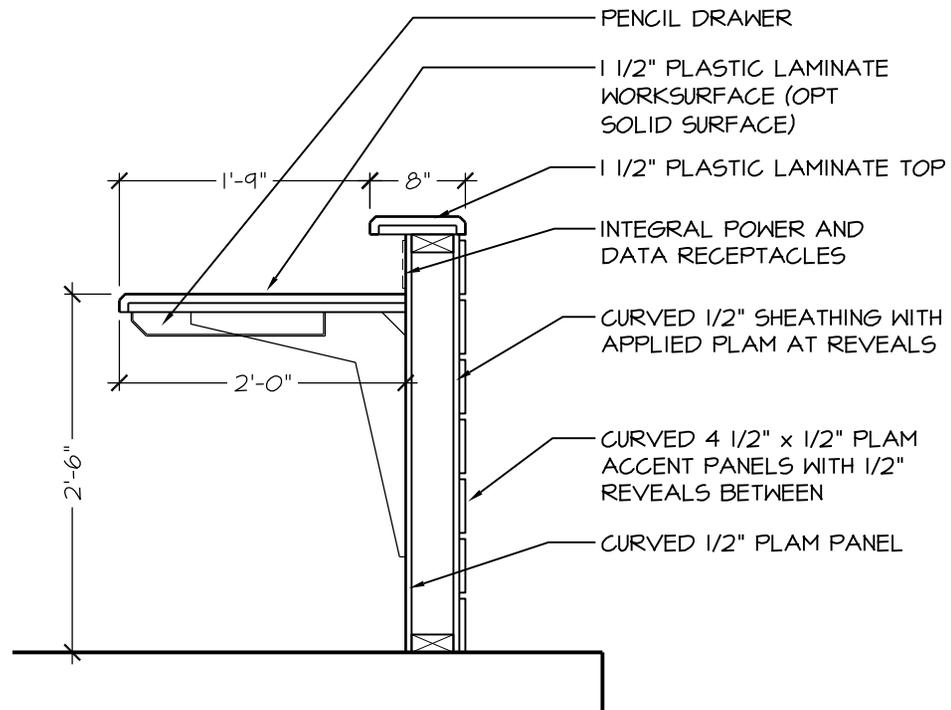
- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings.
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

Prime Contractor

- Where BSI is Prime Construction Contractor the following notice is hereby given in accordance with Sec. 779.02(2) of the Statutes of the State of Wisconsin, to wit:

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BSI HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BSI, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

DAIS SECTION PLAN



DAIS SECTION

SCALE: 3/4" = 1'-0"



Scope of Work

75949 - VILLAGE OF BROWN DEER VILLAGE HALL REMODEL

DESIGN & ENGINEERING

- Field Measuring & Drafting
- Finish Recommendations & Selections
- *Architectural Design, Construction Documents, & Stamp - Not Included See Alternate*
- *Local Building Permits - Not Included See Alternate for Allowance*

PROJECT MANAGEMENT

- Project Management & Onsite Coordination
- Submittal Review & MEP Systems Coordination

GENERAL CONDITIONS

- Material Handling & Deliveries
- Daily Clean Up & Dumpsters for General Construction Debris
- Work Hours Monday through Friday 7:00am - 4:00pm
- *Hazardous Material Testing & Abatement - Not Included*
- *Final Construction Cleaning - Not Included See Alternate*
- *Night & Weekend Work - Not Included*
- *Builder's Risk Insurance - Not Included*

DEMOLITION

- Remove & Dispose of Existing Upper Platform
- Remove & Dispose of Existing Broadloom Carpet at Raised Areas
- Remove & Dispose of Selective Areas of Existing Vinyl Base in the Boardroom and at Breakroom Casework
- Allowance of 2hrs Included for Removal/Relocation of Existing Boardroom Furniture

CARPENTRY

- Furnish & Install Custom Wood Platform Extension & Wood Ramp for ADA Access
- Furnish & Install Custom Plastic Laminate Boardroom Half Wall Supports with Work Surfaces and Wall Cap per BSI design details
- Furnish & Install Custom Plastic Laminate Base & Upper Cabinets with Countertop at the Break Area per BSI design details
- Furnish & Install Custom Plastic Laminate Countertop with End Panel & Mailbox Units per BSI design details

DOORS & FRAMES

- Replace Existing Door Hardware from Boardroom to Office Area with ADA Compliant Push/Pull to Match Existing Hardware

DRYWALL SYSTEMS

- *No Modifications Included*

CONSTRUCTION SCOPE OF WORK

SUSPENDED CEILING SYSTEMS

- *No Modifications Included*

RESILIENT & CARPET FLOORING

- Prepare Existing Surfaces for New Broadloom Carpet at the Platform & New Ramp in the Boardroom
- Furnish & Install New Broadloom Carpet at the Platform & New Ramp in the Boardroom, \$15/sy Material Allowance Included
- Furnish & Install New 4" Vinyl Cove Base to Match Existing at the Boardroom & New Break Area Casework
- *Replacement of Carpet & Vinyl Base at the Entire Boardroom - Not Included See Alternate*

PAINTING

- Prepare New & Existing Drywall Backsplash at the Break Area
- Provide (2) Coats Finish Paint at Drywall Backsplash at the Break Area
- *Painting in Boardroom & General Office Area - Not Included*

OFFICE FURNISHINGS

- *Seating & Table Options for the Boardroom - Under Separate BSI Proposal*

FIRE PROTECTION

- *Modifications - Not Included*

PLUMBING SYSTEMS

- Remove & Dispose of Existing Sink & Faucet at the Break Area
- Furnish & Install New Bar Style Sink & Faucet at the Break Area including incidental piping and connections
- Provide Water Line for Existing Coffee Maker with Compliant Backflow Device
- *Replacement of Existing Drinking Fountain - Not Included See Alternate*

HVAC SYSTEMS

- Relocate Existing 4'0 Hot Water Baseboard Section to Accommodate ADA Ramp for Raised Platform

ELECTRICAL SYSTEMS

- Disconnect & Remove Power from Existing Furniture in Boardroom
- Modify Existing 120V Power in Boardroom
- Provide Power in Boardroom for (9) Desktop Portals
- Provide Raceways Only for Phone, Data, & AV Systems
- Investigate Floor Boxes to see if they can be eliminated
- Remove & Reinstall Existing Undercabinet Light at the break Area
- *Phone/Data/AV System Modifications - Not Included*
- *Security System Modifications - Not Included*

Project Total \$ 37,155.00





Proposed Alternates

75949 - VILLAGE OF BROWN DEER VILLAGE HALL REMODEL

Initial by Accepted Alternates

<p>ALTERNATE No. 1 - Corian Worksurfaces & Countertops ilo Plastic Laminate</p> <ul style="list-style-type: none"> • Provide CORIAN Class B Worksurfaces & Countertops ilo WILSONART Plastic Laminate 	<p>_____ Add \$ 8,412.00</p>
<p>ALTERNATE No. 2 - Quartz Worksurfaces & Countertops ilo Plastic Laminate</p> <ul style="list-style-type: none"> • Provide LG HAUSYS Quartz Worksurfaces & Countertops ilo WILSONART Plastic Laminate 	<p>_____ Add \$ 9,657.00</p>
<p>ALTERNATE No. 3 - VWC Backsplash at Break Area ilo Paint</p> <ul style="list-style-type: none"> • Prepare Existing Backsplash Area for Vinyl Wall Covering • Furnish & Install SYMPHONY/DL Couch Vinyl Wall Covering ilo Paint 	<p>_____ Add \$ 105.00</p>
<p>ALTERNATE No. 4 - Glass Tile Backsplash at Break Area ilo Paint</p> <ul style="list-style-type: none"> • Prepare Existing Backsplash Area for Hard Tile • Furnish & Install CROSSVILLE Linear Mixed Mosaics Tile ilo Paint 	<p>_____ Add \$ 340.00</p>
<p>ALTERNATE No. 5 - Replace Drinking Fountain adjacent to Break Area</p> <ul style="list-style-type: none"> • Remove & Dispose of Existing Drinking Fountain • Furnish & Install (1) New Elkay ADA Hi-Low Drinking Fountain 	<p>_____ Add \$ 1,378.00</p>
<p>ALTERNATE No. 6 - Custom Millwork Lectern for Boardroom</p> <ul style="list-style-type: none"> • Furnish & Install (1) Custom Plastic Laminate Mobile Lectern to Match the Finish of the New Dias Desk Areas 	<p>_____ Add \$ 495.00</p>
<p>ALTERNATE No. 7 - Final Construction Cleaning</p> <ul style="list-style-type: none"> • Provide Final Construction Cleaning for the Project Area including Vacuuming & Wiping down of New Custom Casework & Worksurfaces 	<p>_____ Add \$ 460.00</p>
<p>ALTERNATE No. 8 - Construction Documents & Permits</p> <ul style="list-style-type: none"> • Architectural Review & Construction Documents • Architectural Plan Stamp • Local Building Permit Allowance of \$750 Included 	<p>_____ Add \$ 5,242.00</p>

CONSTRUCTION ADD ALTERNATES



Proposed Alternates

75949 - VILLAGE OF BROWN DEER VILLAGE HALL REMODEL

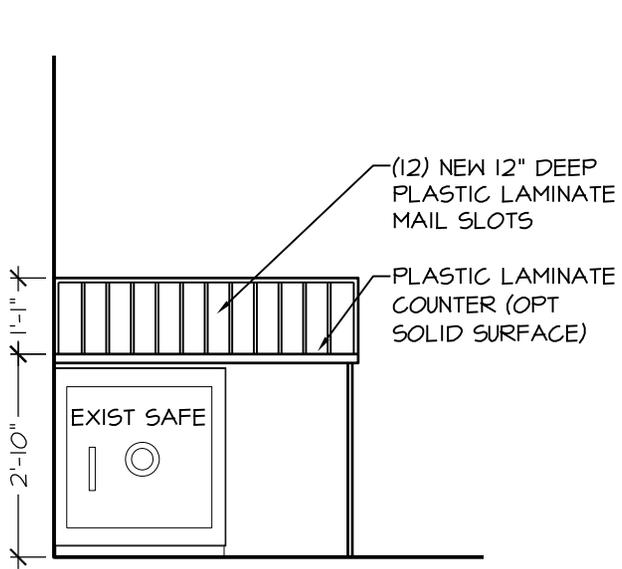
	<i>Initial by Accepted Alternates</i>
<p>ALTERNATE No. 9 - Replace Balance of Carpet in the Boardroom</p> <ul style="list-style-type: none"> • Allowance of 2hrs Included for Removal/Relocation of Existing Boardroom Furniture • Remove & Dispose of the Balance of Existing Carpet & Vinyl Base in the Boardroom • Furnish & Install Custom Wood Trim at Ramp & Raised Platform Edge, Stained to Match Other Wood Finish • Prepare Existing Floors for New Broadloom Carpet • Furnish & Install New MANNINGTON or Equal Carpet Tile, \$18/sy Material Allowance Included • Furnish & Install New 4" Vinyl Cove Base to Match Existing at the Boardroom 	<p>_____ Add \$ 5,690.00</p>
<p>ALTERNATE No. 10 - Paint Walls & Baseboard Heaters at Boardroom</p> <ul style="list-style-type: none"> • Prepare & Provide (2) Coats Finish Paint to the Existing Drywall Walls • Prepare & Paint Existing Baseboard Heaters 	<p>_____ Add \$ 3,500.00</p>
<p>ALTERNATE No. 11 - Replace Grilles & Paint Drywall Ceiling in the Boardroom</p> <ul style="list-style-type: none"> • Remove & Dispose of Existing Dirty/Damaged HVAC Grilles • Furnish & Install New HVAC Grilles • Prepare & Provide (2) Coats Finish Paint to the Existing Drywall Ceiling & Exposed Soffit Area 	<p>_____ Add \$ 3,790.00</p>
<p>ALTERNATE No. 12 - Custom VWC with Logo at Boardroom</p> <ul style="list-style-type: none"> • Remove & Dispose of Existing Wood Battons at Center Section of Curved Wall • Furnish & Install 5/8" Drywall Taped & Prepared for Wall Covering with Edge Trim • Furnish & Install Custom Vinyl Wall Covering with "Village of Brown Deer" Logo • <i>Removal or Relocation of Existing Wall Artwork - Not Included</i> 	<p>_____ Add \$ 4,430.00</p>
<p>ALTERNATE No. 13 - Custom VWC Wrapped Acoustical Panels at Boardroom</p> <ul style="list-style-type: none"> • Furnish & Install (10) Custom 4'x10' VWC Wrapped 1/2" Acoustical Panels at Side & Back Walls hung on Cleats • <i>Removal or Relocation of Existing Wall Artwork - Not Included</i> 	<p>_____ Add \$ 14,120.00</p>



CONSTRUCTION SCHEDULE

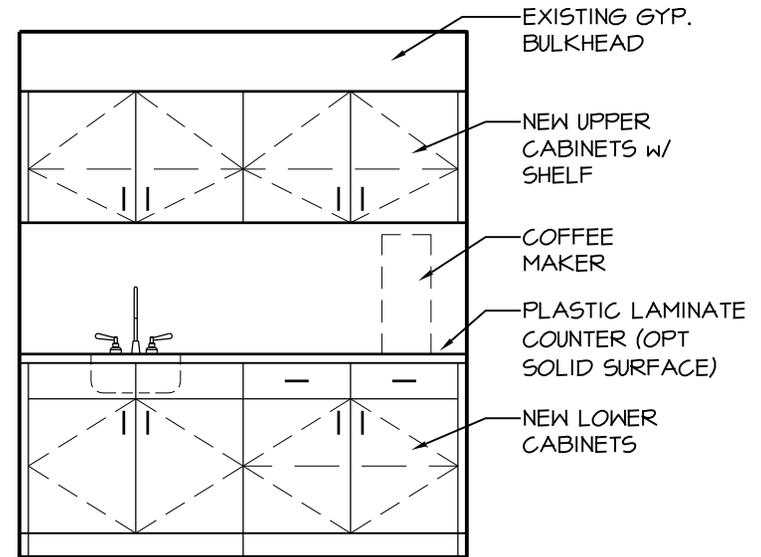
Task Name	Days	Start	Finish	September 11		November 1		
				9/14	10/5	10/26	11/16	12/7
Pre- Construction	25 days	Mon 9/22/14	Fri 10/24/14					
Bid Period / Proposal Assembly	21 days	Mon 9/22/14	Mon 10/20/14	◆				
Bid Review / Award	10 days	Mon 10/20/14	Fri 10/31/14					
Scope Review / Finalize Design Details	10 days	Mon 11/3/14	Fri 11/14/14					
Submittal Review / Order Materials Etc	10 days	Mon 11/10/14	Fri 11/21/14					
Construction	15 days	Mon 11/24/14	Fri 12/12/14					
BOARDROOM	10 days	Mon 11/24/14	Fri 12/5/14					
Remove/Relocate Existing Furniture	1 day	Mon 11/24/14	Mon 11/24/14					
Disconnects/Demolition	2 days	Tue 11/25/14	Wed 11/26/14					
Platform & Ramp Modifications	1 day	Mon 12/1/14	Mon 12/1/14					
Custom Casework	4 days	Mon 12/1/14	Thu 12/4/14					
Carpet & Base	2 days	Thu 12/4/14	Fri 12/5/14					
Replace Door Hardware	1 day	Fri 12/5/14	Fri 12/5/14					
Electrical / Phone / Data / Etc	8 days	Wed 11/26/14	Fri 12/5/14					
Substantial Completion	1 day	Fri 12/5/14	Fri 12/5/14					◆
Furniture	1 day	Fri 12/5/14	Fri 12/5/14					
BREAK AREA	3 days	Mon 12/8/14	Wed 12/10/14					
Disconnects/Demolition	1 day	Mon 12/8/14	Mon 12/8/14					
New Casework/Sink/Faucet	2 days	Mon 12/8/14	Tue 12/9/14					
Backsplash	1 day	Wed 12/10/14	Wed 12/10/14					
Reinstall Undercabinet Light	1 day	Wed 12/10/14	Wed 12/10/14					
Substantial Completion	1 day	Wed 12/10/14	Wed 12/10/14					◆
MAIL AREA	2 days	Thu 12/11/14	Fri 12/12/14					
Demolition	1 day	Thu 12/11/14	Thu 12/11/14					
New Casework	1 day	Fri 12/12/14	Fri 12/12/14					
Substantial Completion	1 day	Fri 12/12/14	Fri 12/12/14					◆

ELEVATIONS



MAIL STATION
ELEVATION

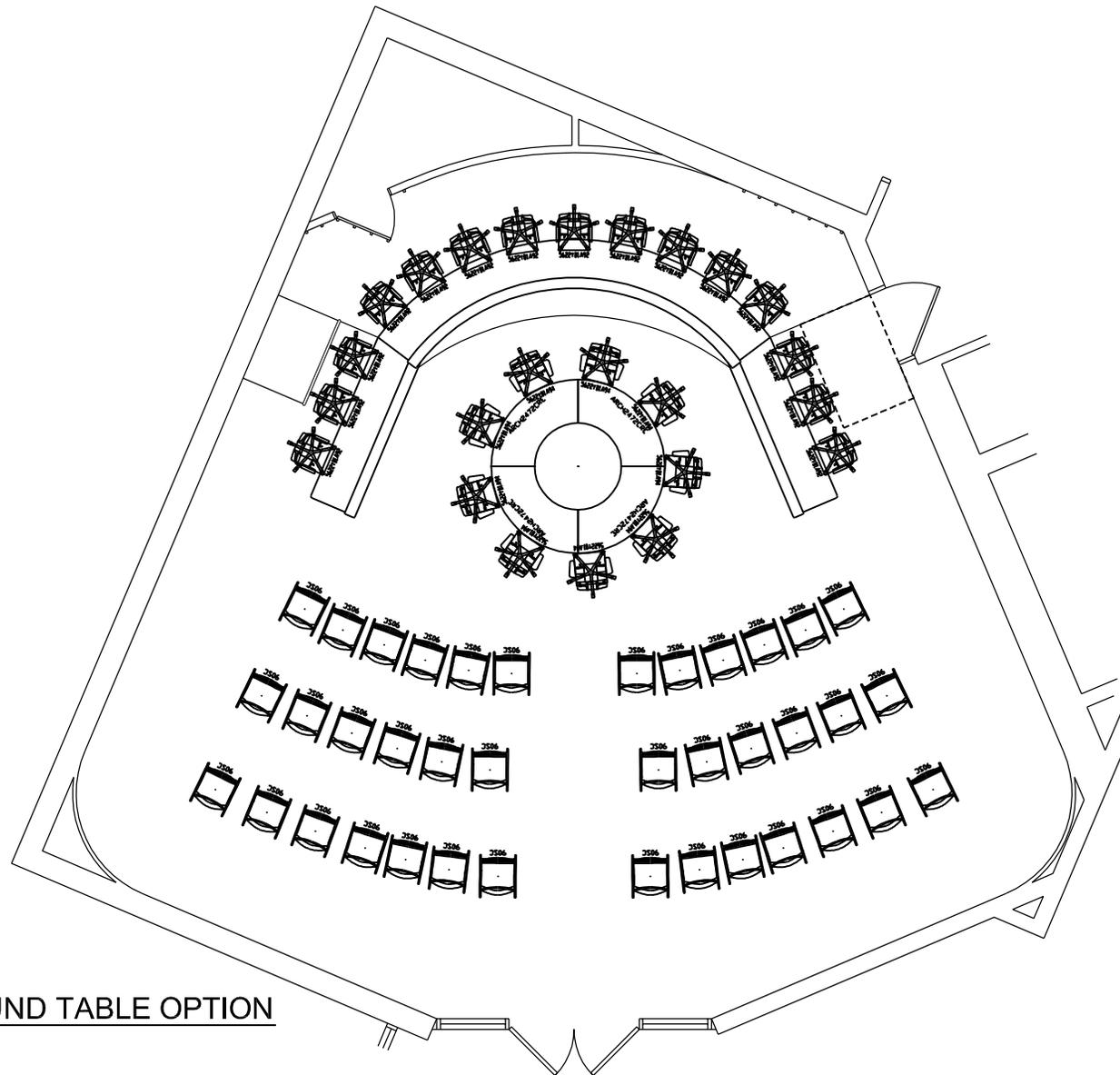
SCALE: 3/8" = 1'-0"



BREAK COUNTER
ELEVATION

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

FURNITURE LAYOUT: ROUND TABLE



ROUND TABLE OPTION

FINISH LEGEND

Room Finish Legend

Project: VILLAGE OF BROWN DEER

Project #: 75949

Date: 10.06.14

Revised:



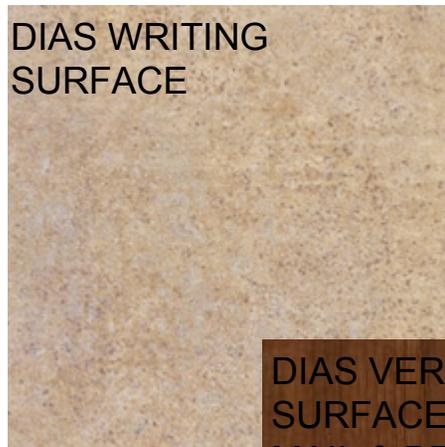
CODE	DESCRIPTION	MANUFACTURER	STYLE	COLOR	GENERAL NOTES	LOCATION
CPT-1	CARPET	J&J INVISION	6551 IMPACT	1452 BLEND	12' BROADLOOM, REPEAT: 24" X 40"	STEP UP IN BOARD ROOM
CPT-2 ALT-9	CARPET	MANNINGTON	PROOF	PREMISE 8203	12' BROADLOOM, REPEAT: 24" X 31"	STEP UP IN BOARD ROOM
CPT-3 ALT-9	CARPET	MANNINGTON	PROOF	PREMISE 8203	24" x 24" CARPET TILE REPEAT: 24" X 31" INSTALATION: QUARTER TURNED	REMAINDER OF BOARD ROOM
GLT-1 ALT-4	GLASS TILE	CROSSVILLE	EBB & FLOW LINEAR MIXED MOSAICS	EFO3 FLORA AND FAUNA	USE UNSANDED GROUT	BACK SPLASH IN BREAK AREA
GT-1 ALT-4	GROUT	BOSTIK	DRY TILE GROUT	H152 WHITE	UNSANDED USE WITH GTL-1	BACK SPLASH IN BREAK AREA
PA-1 ALT-10	PAINT	SHERWIN WILLIAMS	EGGSHELL	SW7568 NEUTRAL GROUND	-	WALL
PA-2 ALT-11	PAINT	SHERWIN WILLIAMS	FLAT	SW7007 CEILING BRIGHT WHITE	-	CEILING
PLAM-1	PLASTIC LAMINATE	WILSONART	4781K-82	SUNSTONE	HORIZONTAL SURFACES	BOARD ROOM MILLWORK
PLAM-2	PLASTIC LAMINATE	WILSONART	7935-07	SHAKER CHERRY	VERTICAL SURFACES	BOARD ROOM MILLWORK, BREAK AREA MILLWORK, MAIL STATION MILLWORK
PLAM-3	PLASTIC LAMINATE	WILSONART	1814-35	DEEPSTAR BRONZE	HORIZONTAL SURFACES	BREAK AREA MILLWORK MAIL STATION MILLWORK
RB-1	RESILIENT BASE	JOHNSONITE	4" COVE BASE	TB1 PEPPERCORN	4" ROLLED GOODS	BOARD ROOM MILLWORK, BREAK AREA MILLWORK, MAIL STATION MILLWORK
SGC	SIGNAGE COLOR	2/90 SIGNS	TBD	TBD	-	NAME PLATES FOR BOARD ROOM
SS-1 ALT-1	SOLID SURFACE	CORIAN	SOLID SURFACE	TUMBLEWEED	EDGE: 1/4" TOP ROUND	BOARD ROOM COUNTER ON MILLWORK, BREAK AREA COUNTER TOP, MAIL STATION COUNTER TOP
SS-2 ALT-2	SOLID SURFACE	LG HAUSYS	VIATERA QUARTZ SURFACING	SOLANO	EDGE: 1/4" TOP ROUND	BOARD ROOM COUNTER ON MILLWORK, BREAK AREA COUNTER TOP, MAIL STATION COUNTER TOP



BASE BID CARPET



ALT BID CARPET



DIAS WRITING
SURFACE



MAIL & BREAK
AREA
WORKSURFACE



DIAS VERTICAL
SURFACE
MAIL & BREAK AREA
CABINETS

Village of Brown Deer_Furniture Budget

Building Service Inc.

Item	Mfg	Tag	Qty	Part Number	Part Description	Unit List \$	Ext List \$	Sell \$	Ext Sell \$
1	STR	GUEST SEATING	100	FBM28	LYRIC STACK CHAIR BLACK ON BLACK FRAME (20) CHAIRS PER STACK (48) CHAIRS GUEST SEATING - (52) VILLAGE HALL	\$ 72.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 7,200.00	\$ 32.40	\$ 3,240.00
2	STR	GUEST SEATING	3	3050DOLLY	COMPOSER 4-WHEEL DOLLY HOLDS (20) CHAIRS	\$ 90.00 \$ 0.00	\$ 270.00	\$ 40.50	\$ 121.50
sub					GUEST SEATING - Subtotal		\$ 7,470.00		\$ 3,361.50
3	MAY	EXECUTIVE SEATING - DIAS	9	PR	President Chair, Black Leather, Tilt Tension, Chrome 5 Star Base, Height Adjustment, 25W x 28D x 45H UW CONTRACT #13-5665 DELIVERED	\$ 785.00 \$ 0.00 \$ 0.00	\$ 7,065.00	\$ 392.50	\$ 3,532.50
4	MAY	EXECUTIVE SEATING - ROUND TABLE	12	2547	Black Leather Executive Chair, Seat Height, Adjustable Arms, Adjustable Lumbar, Tilt Tension, 25W x 29D x 38H" UW CONTRACT #13-5665 DELIVERED	\$ 505.00 \$ 0.00 \$ 0.00	\$ 6,060.00	\$ 252.50	\$ 3,030.00
sub					EXECUTIVE SEATING - Subtotal		\$ 13,125.00		\$ 6,562.50
5	SAF	LECTERN	1	8916MO	TABLE TOP LECTERN 24"W X 20"D X 13 1/2"H UW CONTRACT #13-5665 DELIVERED	\$ 182.00 \$ 0.00 \$ 0.00 \$ 0.00	\$ 182.00	\$ 118.30	\$ 118.30
sub					LECTERN - Subtotal		\$ 182.00		\$ 118.30
6	ANS	GUEST SEATING	2	BB2SU	BERNU WOODEN 48" BENCH SOLID WOOD SEAT - WALNUT FINISH DIE CAST ALUMINUM SATIN POLISHED ACCENTS	\$ 1,542.61 \$ 0.00 \$ 0.00	\$ 3,085.22	\$ 1,542.61	\$ 3,085.22
7	ANS	GUEST SEATING	2	BB3SU	BERNU WOODEN 72" BENCH SOLID WOOD SEAT - WALNUT FINISH DIE CAST ALUMINUM SATIN POLISHED ACCENTS	\$ 1,963.64 \$ 0.00 \$ 0.00	\$ 3,927.28	\$ 1,963.64	\$ 3,927.28
sub					BENCH SEATING - Subtotal		\$ 7,012.50		\$ 7,012.50

FURNITURE BUDGET

Village of Brown Deer_Furniture Budget

2 of 2

Building Service Inc.

Item	Mfg	Tag	Qty	Part Number	Part Description	Unit List \$	Ext List \$	Sell \$	Ext Sell \$
8	SPT	MOBILE TABLE	4	ARCH-2472-CRE	Arches Training/Task Table, 24"D x 72"W Crescent	\$ 1,034.00	\$ 4,516.00	\$ 540.00	\$ 2,160.00
				TL	T-Legs	\$ 0.00			
				~	Standard Height - 29"	\$ 0.00			
				~	No Selection	\$ 0.00			
				BK	Black	\$ 0.00			
				~	Other Colors Available. Contact Special T for more Options	\$ 0.00			
				STD	Standard Edge	\$ 0.00			
				P3	3mm Vinyl Edge	\$ 0.00			
				BK	Black	\$ 0.00			
				~	No Selection	\$ 0.00			
				~	No Selection	\$ 0.00			
				~	No Selection	\$ 0.00			
				QA	Quick Align	\$ 0.00			
				QA2	Quick Align (Pair)	\$ 95.00			
sub					ROUND TABLE CONFIGURATION - Subtotal		\$ 4,516.00		\$ 2,160.00
9	BSI	INSTALLATION SERVICES	1	INSTALLATION	FURNITURE INSTALLATION - Estimate Purposes - installation cost to be provided based on final furniture selection	\$ 2,592.50	\$ 2,592.50	\$ 2,592.50	\$ 2,592.50
					Grand Total		\$ 34,898.00		\$ 21,807.30

BSI LABOR RATES

BSI July 1st, 2014 - May 31st, 2015 Labor Rates

Hourly Rates	Suggested Sell
Furniture Installation Technicians	\$55.00 [Regular Hours] \$56.50 [Night Premium] \$82.00 [Overtime / Holidays]
Carpenters	\$88.00 [Regular Hours] \$90.50 [Night Premium] \$129.00 [Overtime / Sat.] \$146.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Electricians	\$72.50 [Regular Hours] \$75.00 [Night Premium] \$106.00 [Overtime / Holidays]
Painters	\$88.00 [Regular Hours] \$90.50 [Night Premium] \$129.00 [Overtime / Sat.] \$146.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Tapers	\$88.00 [Regular Hours] \$90.50 [Night Premium] \$129.00 [Overtime / Sat.] \$146.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Floor Coversers	\$88.00 [Regular Hours] \$90.50 [Night Premium] \$129.00 [Overtime / Sat.] \$146.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Laborers	\$79.00 [Regular Hours] \$81.00 [Night Premium] \$120.00 [Overtime / Sat.] \$131.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Service Technicians	\$64.00 [Regular Hours] \$65.50 [Night Premium] \$96.00 [Overtime / Sat.] \$128.00 [Sat. after 8 hours work / Sun. / Double Time Hours / Holidays]
Designers / Project Managers	\$76.00
Architectural Design	\$91.00
Licensed Architect (Only)	\$126.00
Junior Designer / Project Analyst's (Only)	\$76.00



PRODUCT SOLUTIONS



Task Chair Solution



Mercado President Leather Chair.. \$392.50



Mercado Executive Leather Chair \$ 252.50



Black Leather



Swooping padded leather armrests with chrome detail add a distinctive design touch.



Chrome-finish 5-star cast-aluminum base with dual-hooded casters is as attractive as it is strong.

Guest Chair Solution



Features: Reinforced 16 Gauge Black Metal Frame
Comes Assembled
Comfortable, Molded Plastic Seat and Back
Polypropylene Floor Glides
Stacks Up to 20 Chairs High
Grip Slot for Easy Handling



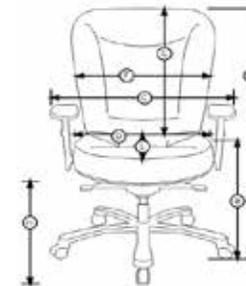
Colors Available: Black

Weight Capacity: 250 LBS

Can be sent via UPS: No

Carton Size: 21.25" x 23.5" x 30.5"

Weight: 12 LBS



Lyric Stack Chair..... \$32.40

A	B	C	D	E	F	G	H	I
Overall Height	Seat Height at Highest Point	Outside Arm to Outside Arm	Seat Pan Width	Seat Pan Depth	Back Width	Back Height	Overall Depth from Wall	Seat at Lowest Point
30.75"	17.5"	16.5"	17.5"	18"	20"	12"	22"	17.5"

Table Lectern Solution



Whether your presentation requires a lectern or a lectern and a media cart, you will be prepared. These two units are designed to be used together or separately. Stacked they form a 45" high, mobile lectern with storage. When separated, the bottom becomes a mobile media stand for TV/VCR or projector; place the lectern on a table and there is still storage space for your presentation materials. Constructed with $\frac{5}{8}$ " furniture grade wood and stain and scratch resistant laminate finish. Available in Mahogany with Black top (MH), or Medium Oak with Black top (MO), or Cherry with Black top (CY). Assembly is easy with cam lock fasteners.

Table Top Lectern has a convenient open storage area $21\frac{1}{2}$ "W x 18"D x 6"H under presentation surface and routed pencil groove to keep writing instruments in place.

Lectern Base/Media Cart has a $19\frac{1}{2}$ "W x 15"D storage shelf and four swivel casters (2 locking).

Model	Description	W x D x H	Ship Weight	Price Each
8916	Tabletop Lectern	24 x 18 $\frac{1}{2}$ x 13 $\frac{3}{4}$ "	30 lbs.	\$182.00
8917	Media Cart/Lectern Base	21 $\frac{1}{2}$ x 17 $\frac{1}{2}$ x 33 $\frac{3}{4}$ "	50 lbs.	297.00

Discount Code B



Safco Table Top Lectern \$83.00

Safco Products Company | 9300 West Research Center Road | Minneapolis, MN 55428 | TEL 888.971.6225 | FAX 763.971.1525
 Locations in Minneapolis, MN - Headquarters, Atlanta, GA, Riverside, CA and Norfolk, VA. ©2014 Safco Products Company. All rights reserved. safcoproducts.com

Table Solution



SpecialT Arches Training Table \$540
\$540 per table; \$2,160 for round configuration

Bench Seating Solution



Bernu walnut bench 48" \$1,542.61

Bernu walnut bench 72" \$1,963.64

bernù® bench

construction

- Legs and End Caps
- Die cast aluminum

Beam

- Anodized aluminum

Seat

- Solid wood -- maple, oak or ashnut
- Upholstered contoured foam on metal-clad wood structure
- Steel supports

glides

- Adjustable
- Anti-tilt glide for hard floors
- Floor-mounting

finish

Wood

- Clear coated

Upholstered pad

- Vinyl, polyurethane, leather, woven textile or COM

wood units

BB25M-O/W	w 48"	122 cm
two seat unit	d 24"	61 cm
	sh 17"	43 cm



BB35M-O/W	w 72"	183 cm
three seat unit	d 24"	61 cm
	sh 17"	43 cm



upholstered units

BB25U	w 48"	122 cm
two seat unit	d 24"	61 cm
	sh 17"	43 cm



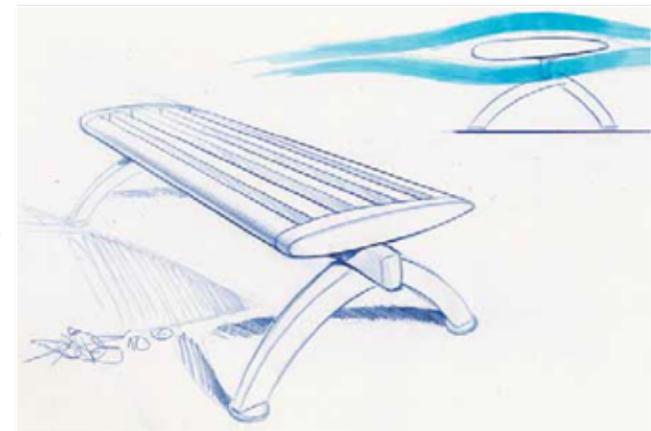
BB35U	w 72"	183 cm
three seat unit	d 24"	61 cm
	sh 17"	43 cm



designer
davide tonizzo

"The Bernù bench end plates is derived from airfoil shapes used on other components of the Bernù Collection. The idea of using slats came about while looking at the internal structures of cars; lightweight airplane wings. The thought of using less material appealed to me from an environmental standpoint. As well, it gave the piece a more airy, transparent look."

Davide Tonizzo's inspiration for the Bernù bench design.



Signage



SIGNAGE 290 signs x qty 15 \$679

Wisconsin Owned and Operated Since 1947

BSI Corporate Office -- ASID Gold Award Winner!



Visit Our Design Center

BSI's award-winning Design Center showcases the Principles of Productivity Based Design™ and the latest in commercial design & energy efficient tools:

54 Different Light Fixtures

28 Decorative Wall Finishes

30 Furniture Manufacturers

Demountable & Glass Walls

ClickShare Technology

Video Conferencing

27 Floor Treatments

12 Ceiling Treatments

Wattstopper Energy Controls

Solar Shades

Daylight Harvesting

Sound Masking



BSI CORPORATE OFFICE

262.955.6400
W222 N630 Cheaney Road
Waukesha, WI 53186

BSI NORTH OFFICE

920.735.3636
2920 North Ballard Road
Appleton, WI 54911

www.buildingservice.com



design • build • furnish
interiors for business



VILLAGE OF BROWN DEER



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November 17, 2014

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

Dear Village of Brown Deer Board Members,

Thank you for allowing Building Service, Inc. (BSI) the opportunity to present our bid in response to the Village of Brown Deer's need for professional services to include Interior and Architectural Design for custom and cabinetry remodel to the Earl McGovern Board Room, Employee Snack Counter and Mail Station Areas.

With over 60 years of experience, you will find that with BSI's highly skilled team, we are confident that we will manage the project within defined budget and projected timelines. Our Team will ensure consistent lines of communication while working in conjunction with Village of Brown Deer that all aspects of your project will provide a successful outcome.

Enclosed you will find our final proposal for your review. BSI has presented a construction proposal along with a furniture proposal that provides an offering to meet the budgetary needs for your project.

BSI would like to extend an invitation to the Board Members of the Village of Brown Deer to visit our Design Center as you will have the opportunity to meet and see the expertise of the BSI Team.

Warm Regards,

Amy Steffen
Account Executive
Building Service Inc

YOUR BSI TEAM

Working Together Toward A Common Goal... Your Satisfaction

Experienced Professionals • Creative Team • Trusted Resource



AMY STEFFEN
Account Executive
Phone: 262.995.6283
Cell: 414.828.0523
Email: asteffen@buildingservice.com



AMANDA SCHAUER
Project Manager
Phone: 262.955.6267
Cell: 414.875.7396
Email: aschauer@buildingservice.com



JENNIFER DRAKE
Sr Interior Designer
Phone: 262.995.6224
Email: jdrake@buildingservice.com



JOSH DAVISON
Project Architect
Phone: 262.955.6279
Email: jdavison@buildingservice.com



KIM FORSMO
Customer Service Representative
Phone: 262.955.6226
Email: kforsmo@buildingservice.com



RANDY LANG
Dir. of Field Operations
Phone: 262.955.6251
Cell: 414.313.2738
Email: rlang@buildingservice.com

EMERGENCY CONTACT

The dedicated members of your team are here to help whenever you need us.

If something unexpected happens and you need immediate assistance, BSI will be there for you. Contact us for emergency service any time of day on any day of the week.

After Hours
E
M
E
R
G
E
N
C
Y
Phone List

CORPORATE OFFICE

Amy Steffen - Account Executive.....	414.828.0523
Amanda Schauer - Project Manager.....	414.875.7396
Randy Lang - Dir. of Field Operations.....	414.313.2738
Peter Kordus - President, COO.....	414.839.0849
Jim Macejkovic - Executive VP, CIO.....	414.588.4229
Roger Daniels - Senior Vice President.....	414.588.8450
Lori Kletzien - Senior Vice President.....	414.640.2615
Tom Boelkow - Vice President.....	414.881.6261
Jim Kuehn - CEO.....	262.309.4729

 **design • build • furnish**

www.buildingservice.com



PEWAUKEE FIRE DEPARTMENT

Mark Hoppe, Assistant Fire Chief
(262) 691-5607

Date of Project: October 2012

Project Scope: paint, vinyl wallcovering, flooring, electrical, and lighting.



KENOSHA COUNTY PURCHASING

Dave Knoerr, Purchasing Specialist
262.653.2896

dave.knoerr@kenoshacounty.org

Date of Project- August 2011

Brief Scope- Remodel the Corp Counsel suite in the Basement of the Kenosha County Courthouse. Remove carpet and vinyl tile and replace with new carpet tile and wall base; remove a few walls and patch; frame new walls; relocate lights; paint and install new doors; prime and paint all walls without wallcovering. Roughly 3000 sq ft space. 4 week timeframe.



NICOLET HIGH SCHOOL

Brian Reiels, Facilities Manager
brian_reiels@nicolet.k12.wi.us
414.351.7546

Date of Project: 2008, 2009, 2010, 2011, 2012, 2013

Project Scope: The big project we did was \$1.3 million and was flooring, furniture and construction after the flood in 2012.

We have done many other projects ranging from a single Herman Miller Aeron chair to larger furniture projects



GERMANTOWN POLICE DEPARTMENT

Lynn Schmidt, Communications Superintendent
(262) 253-7780

lschmidt@germantownpolice.org

Date of Project: 2009, 2010, 2011, 2012, 2013

Project Scope: design contract and furniture



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Star Insurance 5005 W. Loomis Rd. Greenfield WI 53220	CONTACT NAME: Ericka Berceau PHONE (A/C, No. Ext.): 414-421-3800 E-MAIL ADDRESS: eberceau@stairgroup.com	FAX (A/C, No.):
INSURED Building Service, Inc. James Kuehn W222 N630 Cheaney Road Waukesha WI 53186-1697	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance INSURER B: Victor O Schinnerer & Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22543

COVERAGES **CERTIFICATE NUMBER:** 1016357376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	CP3106421	10/11/2014	10/11/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	A3106422	10/11/2014	10/11/2015	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000		CU3106423	10/11/2014	10/11/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	WC3168797	10/11/2014	10/11/2015	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Errors & Omissions		CZB 11-399-37-48	3/1/2014	3/1/2015	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

* * *

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



ABOUT BSI



BSI Corporate Office Lobby
ASID Gold Award Winner



When Comparing Apples to Apples, BSI is the Orange

BSI is one of the most complete commercial interiors companies in the country. Our Design • Build • Furnish platform sets us apart from the competition by giving you a “one stop shop” experience. With this comprehensive approach, our projects are completed more quickly and easily taking the hassle and frustration out of the building and remodeling process.

“Our goal is to create environments that employees want to work in; and develop collaborative spaces that foster innovation and increase productivity for our clients.” Peter Kordus – President, COO



Peter Kordus
President, COO

BSI represents 300 product lines and has nearly 200 associates with vast experience. Collectively, we deliver custom, efficient and cost-effective solutions. Our goal is to build flexibility, agility and efficiency into every project.

Our products are the best available, but our actual value is our associates and their expertise. As you begin your project, our Account Executives will bring you the latest research on office design to assist you in the planning stages. We will listen closely, interpret your needs and make recommendations based on your specific project. We will develop the best possible solution customized to your specific needs.

BSI Vision:

Design Build and Furnish innovative & flexible work environments that clients choose to work in; spaces that are collaborative, comfortable, and increase productivity.

BSI Values:

- Integrity & Honesty
- Innovation
- Leadership
- Reliability
- Lifelong Learning
- Enjoying Work

BSI Guiding Principles:

- Provide the very best customer experience
 - Utilizing a highly electronic delivery platform
 - Operational excellence
- Provide the very best associate experience
 - Maintain a staff of highly creative associates
- Be a recognized Leader in our industry and community

BSI Leadership

BSI is a privately held partnership with six Principals who serve as working Managers within the company. BSI has been recognized for its innovation in the industry, has been named one of the best places to work in Wisconsin, and is consistently one of the fastest growing companies in the area.

Ralph Kuehn Chairman of the Board
Associate since 1977

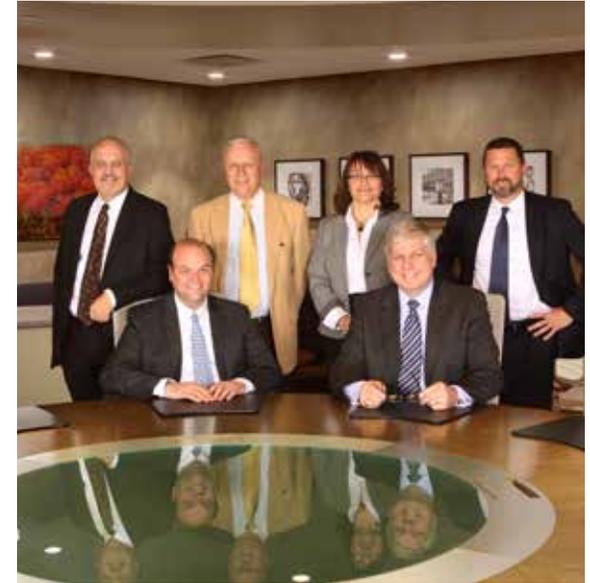
Jim Kuehn CEO
Associate since 1999

Peter Kordus President, COO
Associate since 1986

Jim Macejkovic Executive VP
Associate since 1977

Roger Daniels Senior VP Architecture & Design
Associate since 1985

Lori Kletzien Senior VP Office Operations
Associate since 1979



Standing Left to Right: Jim Macejkovic, Ralph Kuehn, Lori Kletzien, Jim Kuehn.

Seated Left to Right: Roger Daniels, Peter Kordus

BSI Department Heads

BSI has four Department Heads who serve as leaders to their Departments.

Tom Boelkow
VP of Flooring
Associate since 1995

Tom Haydon
VP of Healthcare Construction
Associate since 1988

Kate McLaren
Director of Sales & Operations
BSI North
Associate since 2012

Lori Torrison
Sales Administrator
Associate since 1995



BSI Corporate Office Founders' Room
ASID Gold Award Winner



Building Service, Inc.
Market Share Leadership
2005
D. Herman Miller

Award-Winning Dealer

BSI has won **EIGHT Herman Miller Cube Awards**, including the Platinum Cube. This annual award recognizes the top dealer in the United States who captures the largest share of their market. This is the highest honor a dealer can earn.

Best Office Interiors Source

BSI has been chosen by **Corporate Report** readers as the Best Office Interiors Source - FIVE TIMES.



A Fast-Growing Company

BSI is one of **The Business Journal's** 'Fast-Growing Companies.'



Small Business of the Year

The Fox Cities Chamber of Commerce & Industry awarded the BSI North Office with the Small Business of the Year award in 2009.



Best Place To Work

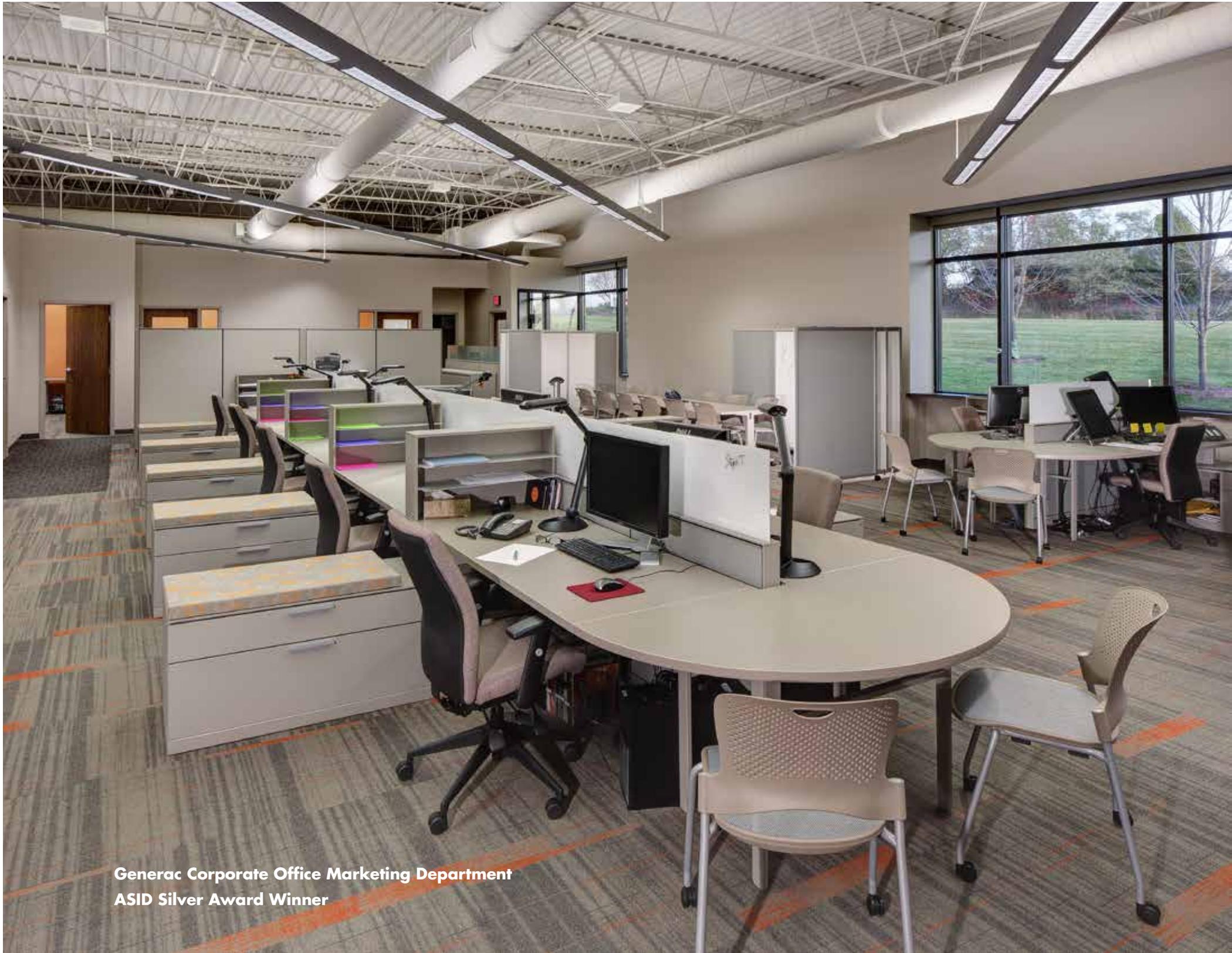
BSI has been selected SIX TIMES as one of Wisconsin's best places to work, by **Milwaukee Magazine**.



BSI Day

On BSI's 60th Anniversary, then County Executive Scott Walker proclaimed it "BSI Day."





Generac Corporate Office Marketing Department
ASID Silver Award Winner

A One Stop Shop For Your Commercial Interior Needs

ARCHITECTURAL DESIGN

- Architectural Drawings
- Construction Documents
- Finish Specifications
- Construction Budgeting
- Lighting Consultations
- 3D Visual Presentations
- ADA/Code Compliance

INTERIOR DESIGN

- Space Planning
- Furniture Specifications
- Color/Finish Specifications
- Lighting Design
- ADA Assessment
- Furniture Budget
- Artwork/Signage Consultation
- Feasibility Studies

CONSTRUCTION

- Interior Construction Renovations
- Ceilings & Walls
- Demountable/Glass Walls
- Paint & Vinyl
- Electrical
- Project Management

FLOORING

- Carpet
- Carpet Tile
- Vinyl Flooring
- Access Flooring
- Specialty Flooring
- Pre-Finished Wood Flooring
- Ceramic Tile
- Panel Lift System

OFFICE FURNITURE

- Systems Furniture
- Modular/Freestanding Furniture
- Private Office
- Seating
- Conference Rooms
- Training Rooms
- Filing / Storage
- Accessories

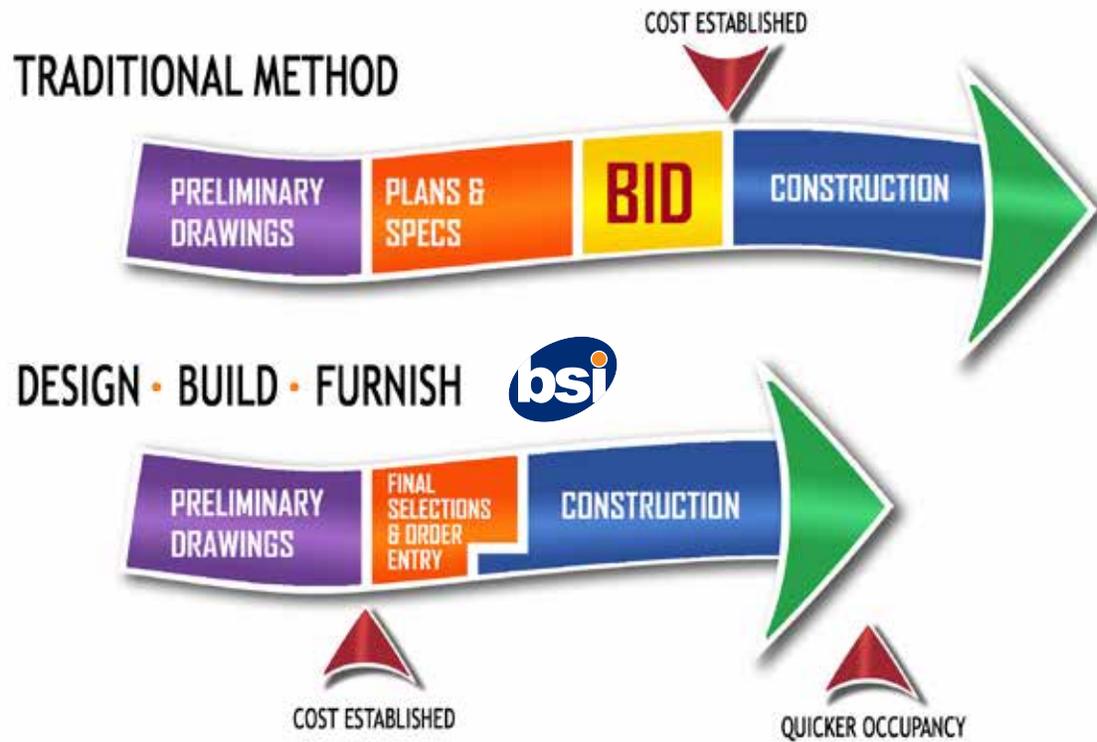
SERVICES

- Installation Management
- Relocation & Moving
- Furniture Maintenance
- Furniture Repair
- Ergonomic Assessments
- Asset Management
- Wood Touch-up
- Specialty Painting
- Window Treatments



BSI Corporate Office Worklounge
ASID Gold Award Winner

The DBF Advantage:
Simpler - Cost Effective - Quicker - Reliable



Simplified

The Design Build Furnish approach can be very beneficial for projects that are significant in size or complexity, or require expedited delivery.

This collaborative approach aligns everyone’s interests from the start and empowers the owner to make sound decisions without dealing with the traditional layers of complexity in a Design - Bid - Build project.

Competitive

The “DBF platform” is the most cost effective and reliable way to deliver a project. It eliminates the double margins of a traditional Design - Bid - Build approach. BSI utilizes in house personnel to self-perform much of the work, making it the most cost efficient solution. BSI eliminates waste. If it doesn’t add value, we don’t do it. We wring out all wasted steps and overlapping processes. Our integrated approach eliminates barriers and assures reliable schedules and promises, resulting in quicker, better, and safer projects.

Our Design Process

As we begin your project, our experienced consultants will detail all aspects of your company, the culture, your norms and processes to develop a clear picture of your unique needs and project goals. Then we will work through every detail to make your project perfect: Project Budget, Long Term Financial Strategies, Communication & Workflow, Aesthetics, Work Groups & Teams, Ergonomics, Traffic Patterns, Privacy & Acoustic Control, Lighting, and Technology Integration.

BSI features the largest in-house interior design department in the state of Wisconsin. Our designers have specialized experience in healthcare, corporate, retail, and hospitality environments. With continuous training and education on workplace trends and technology, our designers offer cutting edge design to create environments fit for your current needs and future growth.

Award-Winning Design Team

Our award-winning Designers can assist clients with any of the following:

- Productivity Based Design™
- Space Planning
- Color, fabric, and finish selections
- Furniture Specifications
- Artwork Consultation
- Code Compliance, ADA Review

Credentials

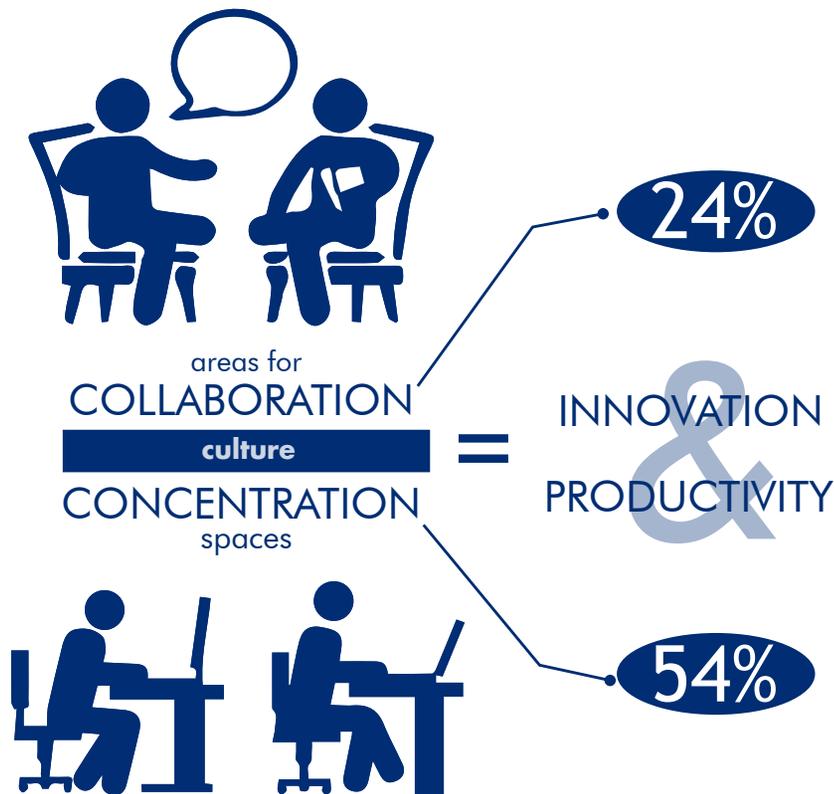
- American Society of Interior Designers (ASID)
- International Interior Design Assoc. (IIDA)
- American Institute of Architects (AIA)
- Wisconsin Registered Interior Designers
- NCIDQ Certified



Productivity Based Design™

At BSI, we believe that the office environment is complex and ever-changing. For companies to innovate and grow, the workspace must support all employee activities. We have found that no single design solution is best.

BSI believes in a balanced approach that provides an inspirational space with a high degree of collaborative areas, while also providing adequate space for concentration, support of ergonomic and employee health, and is very flexible while appealing to the multi-generational, multicultural workforce. We call this comprehensive approach: **Productivity Based Design™**.



According to a 2013 workplace study by Genzler, knowledge workers spend 24% of their time collaborating and 54% of their day in what we call “heads down” work, where concentration is key. Therefore we believe that the office must accommodate both collaboration and concentration in order to increase a company’s effectiveness, innovation and ultimately increase its’ productivity.

In a study about workplace design, BOSTI (Buffalo Organization for Social and Organizational Change) reports that employees are most satisfied when their workplace (shown in order of importance):

1. Provides the ability to do distraction free solo work
2. Supports impromptu interactions
3. Supports meetings and groupwork

BSI further believes the workplace must be inspirational, flexible, and support technology. Colors, textures and lighting levels must all be correct in order to facility productivity and job satisfaction in the workplace.

ARCHITECTURE & DESIGN



Chris Walgren
Dir. Architectural Svc
AIA



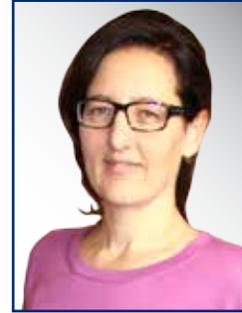
Josh Davison
Project Architect
AIA



Kristy Hunter
Architectural Designer



Ellen Gerovac
Sr. Interior Designer
Healthcare Studio Leader
*Healthcare, ASID,
NCIDQ Certified*



Roxann Bentfield
Sr. Interior Designer
Corporate Studio Leader
ASID, NCIDQ Certified



Tracie Losch
Lighting Designer
Healthcare Certified



Jessica Glass
Sr. Interior Designer
Healthcare, ASID,
NCIDQ Certified



Teryn Janecek
Sr. Interior Designer
Healthcare Certified



Amy Woodzick
Sr. Interior Designer
Healthcare, ASID,
NCIDQ Certified



Jennifer Drake
Sr. Interior Designer
Healthcare Certified



Kate Danahey
Sr. Interior Designer
Healthcare Certified



Emily Krueger
Sr. Interior Designer



Kim Langeberg
Sr. Interior Designer



Tanya Luehring
Interior Designer



Ann Stacey
Interior Designer



Stephanie Albrecht
Interior Designer



Brenda Zieble
Interior Designer
Healthcare Certified



Christy Malueg
Interior Designer
Healthcare Certified



2013

BSI Corporate Office
ASID Gold Award
IES Illumination National Award of Merit

Generac World Headquarters
ASID Silver Award
IIDA Award of Excellence

2012

Joy Global Inc.
ASID Platinum Award

RW Baird
ASID Silver Award

2011

Aurora Corporate Headquarters
IIDA Award of Excellence

Joy Global Inc.
IIDA First Place Award

2010

Aurora International Suite
ASID Gold Award

Extencicare Danville Rehab Center
ASID Silver Award

2009

Bucyrus International – Heritage Building
ASID Silver Award

Bucyrus International – Campus
ASID Silver Award

2008

Extencicare Cedar Springs
ASID Bronze Award

Lemberg Electric
ASID Gold Award

West Wood Women's Locker Room
ASID Gold Award

2007

Schroeder & Holt Architects
ASID Bronze Award

The Starr Group Insurance
ASID Silver Award

Rexam Innovation Center
ASID Silver Award

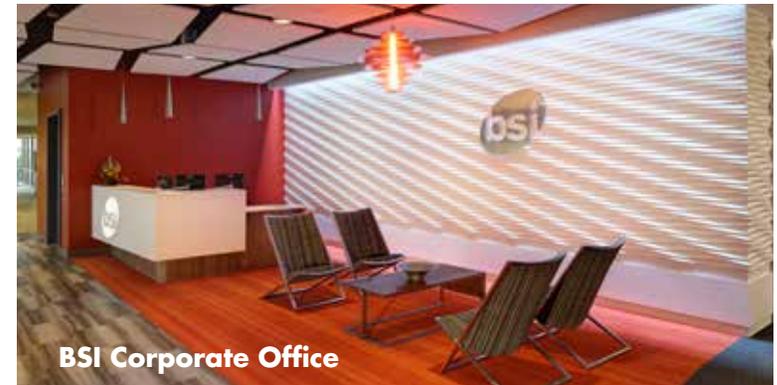
Marcus Majestic Cinema
ASID Silver Award

2005

West Wood Spa & Coffee Bar
ASID Bronze Award

2004

Extencicare Health Services, Inc.
ASID Bronze Award



BSI Corporate Office



Generac World Headquarters



Joy Global Inc.



R.W. Baird Work Lounge

Interior Construction

BSI's interior construction encompasses an award-winning staff of Master Craftsmen, who are specially trained to provide quality construction and a superior level of customer service. Our talented craftsmen have proven track record of completing projects on-time and within budget.

With in-house carpenters, painters, tapers, floor-covering technicians, and electricians, BSI controls schedules and quality level while providing a single point of contact for all phases of your project.



BSI Interior Construction:

- Award-Winning Apprenticeship Program
- Most Master Craftsmen in Wisconsin
- Conceptual Design & Budgeting
- Construction Estimates
- Painting / Wall Covering
- Expedited Project Scheduling
- Project Management
- Electronic Project Management Portal

BSI Construction Partners

D.L.Couch



MDC Wallcoverings



ULTRAWALL®

SHERWIN WILLIAMS.

muraflex

hallman lindsay
QUALITY PAINTS

Tate®

Armstrong



KOROSEAL

Wolf Gordon

INPRO CORPORATION.

SCHLAGE

celotex

amcase



LUTRON.

MechoSystems
Design with light.™

Lencore

Levolor®

DESIGN TEX





Electrical, Cabling & Lighting

BSI's comprehensive in-house expertise includes Master Electricians and Lighting Designers.

Electrical Project Managers at BSI can survey your existing space to identify common code violations, government mandated lighting changes or to recommend energy saving upgrades.

Electricians at BSI are certified and licensed Master Craftsmen who are experienced in all phases of commercial construction, network and communication cabling.

BSI's Lighting Designer can provide lighting layouts and specify the proper fixtures to meet all state and local codes, energy efficiency and usage guidelines, and aesthetic requirements.

Electrical Services Offered

- Electrical Wiring & Controls
- Network & Data Cabling
- Phone/Communication Wiring
- Lighting Design*
- Egress & Emergency Lighting Photometrics
- Energy Audits*
- Sound Masking Systems
- Fire System Modifications
- Lightning Protection
- Service Department



As a WE Energies Focus on Energy Partner, BSI can assist you when applying for available Rebate Programs

Flooring

BSI provides quality floor coverings and expert installation. Our skilled, in-house flooring craftsmen are an integral component of our Design • Build • Furnish team. BSI is a leader in the floor covering industry and we offer our customers exceptional knowledge and experience.

Buying Power

Representing over 300 product lines, BSI is one of the largest furniture dealers in Wisconsin. BSI's buying power provides our clients with quality products at exceptional prices.



Flooring Services

- Carpet - Tile & Broadloom
- Resilient - Cork, Linoleum, Rubber, VCT, Vinyl
- Wood Flooring
- Ceramic Tile
- Recycling Program

Specialty products & installation

- Heat Welding
- Systems Furniture Lift Installation
- Access Flooring
- Custom Design Installation

BSI Flooring Partners



D.L.Couch

nora®



Interface

DESIGN
TEX

Milliken

KOROSEAL

J&J Industries

MOHAWK

Karastan

BENTLEY PRINCE STREET

Furniture Layout & Product Selection

BSI understands that office furniture is a crucial element and often the final component of an office transformation. Product selection and furniture layout enhances employee productivity, while improving the ergonomics of the workplace. BSI's professional factory-trained technicians manage each furniture installation project. Our Design • Build • Furnish team will provide assistance every step of the way ensuring that clients will have the office furniture that suits the needs of the employee and the office space.

BSI Furniture Partners



28



Service & Installation Process

Experience

BSI's crew of factory-trained and certified installation technicians will plan, organize and direct all projects to maximize efficiency and minimize client downtime. The average tenure of a BSI Lead Installer is 16 years, and they are experienced in all varieties of systems furniture and casegoods. You can count on BSI to complete your project quickly, efficiently and error free.

Reduced Cycle Times - Lower Installation Costs

Through the use of the LEAN principals developed by Toyota (the Toyota Production System), BSI has refined its approach to installing furniture. We've reduced our average cycle time of installation by over 45% while maintaining strict quality standards. BSI far exceeds the industry's installation standards, resulting in significant savings on installed costs, quicker occupancy, and reduced downtime for our clients.

Service Department

When the installation process is complete, qualified specialists from our Service Department will teach your employees how to use the product. In addition, they will follow-up to assure your satisfaction and to make any changes if necessary. BSI's delivery and installation services are quality operations that you can count on.

Our Service Department will assist you with:

- Asset Management Inventory
- Doors and Frames
- Furniture Repair
- Installation Coordination & Management
- Interior Finish Work
- Panel Systems & Furniture Maintenance
- Relocation & Moving
- Specialty Painting
- Upholstery & Panel Recovery
- Window Treatments & Blinds
- Wood Touch-up



PROJECT MANAGEMENT

BSI has spent over 65 years perfecting our process to ensure our clients are completely satisfied at the end of every project. Precise communication and an emphasis on quality customer service, are keys to our Project Management process.

Project Communication

Two-way communication between BSI and our clients is crucial throughout the project. Regular on-site meetings are scheduled with our clients to discuss key issues or project updates. To facilitate communication, we have developed a web portal called [eConnect™](#) to allow project stakeholders to review daily job notes, order status, project photos and much more. In the event of an emergency, our clients can contact a member of their BSI Team any day, any time, and will be provided a BSI Emergency Contact Card.

Precision

From the initial project meeting through pricing and implementation, our Project Managers, Designers and Customer Service Representatives repeatedly review specifications and pricing to ensure accuracy and adherence to our strict quality processes.

When your product arrives at BSI, our factory trained warehouse and installation personnel inspect cartons for signs of concealed damage and to ensure completeness and adherence to specifications. To keep costs low, BSI makes every effort to ship products directly to the client's site; however, if needed we can provide short or long-term storage in our climate-controlled warehouse, which is equipped with sprinklers.

BSI Lean

BSI utilizes a Lean Installation Process which is up to 50% faster than the industry standard installation procedures. With an expectation of 100% error-free work, our factory-trained installers are punctual, efficient and fully uniformed, so they are instantly recognizable on your jobsite. Our furniture leadmen will work directly with your BSI Customer Service Representative if replacements parts are needed (due to damage or error).

Client Satisfaction

Upon project completion, members of the BSI team will meet with the client to tour the project site and performing a detailed inspection of all work and developing a final project punchlist with resolution dates. As a Herman Miller Certified Dealer, BSI partners with Herman Miller to electronically survey clients based on their level of satisfaction throughout the project. BSI Chairman Ralph Kuehn, personally calls each client to ensure they are satisfied with their completed project.



BSI eConnect™

BSI has created custom e-tools to facilitate collaborative project management with our clients. A client login section is made available right on the home page of the BSI website, making it accessible for our clients any time, anywhere.

Some of the available online services that BSI provides include:

- **Issue Tracking:** Email assisted database to track items from start to resolution
- **Proposal Tracking:** Updated changes or revisions can be tracked
- **Project Schedule:** Comprehensive project calendars
- **Order Status:** Check your product shipping schedule at any time
- **AIM:** Asset Inventory Management
- **e-Service Requests:** A quick and convenient way to contact BSI for service requests
- **Invoice Status:** Review invoice/payment status
- **Team Contacts:** Complete contact information is available for your BSI team
- **Maintenance Information:** Resources for using your product, including how to adjust your new chairs, ergonomic tips for your workstations, etc.
- **Daily Log:** Daily posting of receiving or installation notes



“We had an extremely tight time frame, from the first design meeting until occupancy of the suite. We never could have pulled it off without the BSI team. There is no one else in town that could have worked with us to meet our challenging schedule.”

~Facilities Manager, Aurora Health Care

LEED Certified Professional Team

BSI's team of LEED (Leadership in Energy & Environmental Design) Certified professionals have been trained to incorporate responsible, environmental "green" solutions within a project's overall scope.

All aspects of the project are considered: the design, the materials, and the execution of the project. All effect the ultimate rating of a building. BSI will work with you from the project inception through completion, as well as assist with the certification process.



Since 2009,
BSI's Flooring Reclamation Program
prevented **100 TONS** of CO2 From
Entering the Atmosphere

LEED Accredited Professionals

BSI's LEED accredited professionals have all passed the rigorous testing of the "United States Green Building Council" and have earned the title of LEED AP.



Roger Daniels
Sr. V.P. Arch. &
Design Services



Amanda Schauer
Project Manager



Kate Danahey
Interior Designer
Healthcare Certified

Sustainable Design

The aim of sustainable design is to produce spaces in a way that reduces the use of non-renewable resources, minimizes environmental impact and relates people to their natural environment. By designing from the inside out, BSI has the opportunity to develop interior environments that are fully integrated with sustainable products, from the finishes that are used to enhance the building envelope, to the fixtures and furniture that are installed in them. We have over 200 vendor partners who are attuned to sustainable design and have the products and finishes that will support this effort. Some clients we have helped with Sustainable Design include: Johnson Diversey, Extendicare, Northwestern Mutual, Bucyrus International, North Shore Bank, P&H Mining, Rexam, Marcus Corporation, and Quad Graphics.

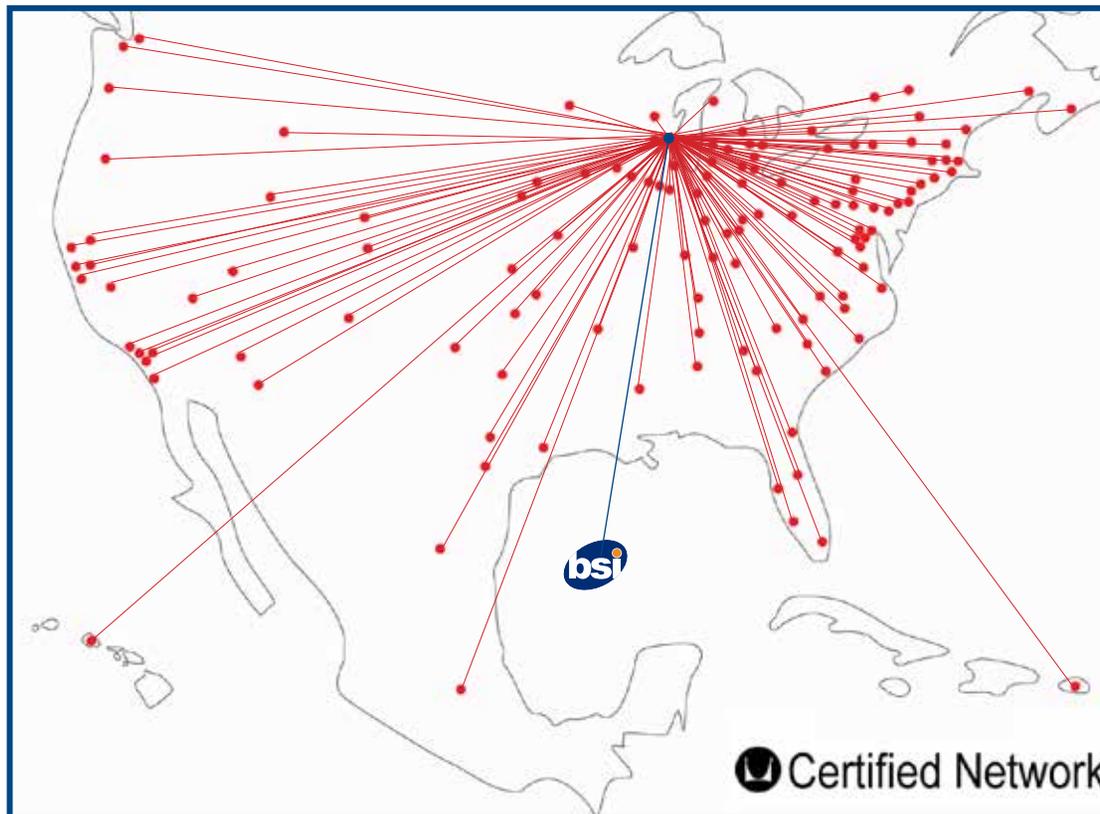
BSI's Flooring Reclamation Program

BSI is a pioneer in flooring reclamation for the Milwaukee area. Partnering with Bentley / Prince Street, BSI provides carpet recycling services for our clients and even competitive flooring dealers. Our program reclaims any carpet product, broadloom or modular regardless of manufacturer. In the past five years, BSI has reclaimed over 15,000 yards of carpeting (over 50 tons of material). The impact of reclaiming this material is significant, carpet accounts for 2-3% of all materials sent to landfills and it takes over 50 years for that carpet to begin to decompose. For every 1 ton of carpet recycled, 2 tons of CO2 are prevented from entering the atmosphere.

Continuous Improvement

BSI is dedicated to providing our clients with progressive and innovative solutions. Through involvement in local and national industry groups, our associates gain knowledge of the industry's latest trends, they share ideas, network with industry leaders, and exchange best practices.

Certified Network of Herman Miller Dealers



BSI's Network

- Herman Miller Certified Network
- Office Furniture Dealers Alliance
- Wisconsin Green Building Alliance
- National Dealer Alliance
- Workplace Furnishings
- International Facilities Managers Association
- AIA (American Institute of Architects)
- NCIDQ (National Council for Interior Design Qualification)
- ASID (American Society of Interior Designers)

Herman Miller Certified Network Requirements:

BSI is a Herman Miller Certified Dealer. This Certification Program is an ongoing process of evaluation and improvement in business processes. The performance criteria are used within each Network organization as a systematic method to assess areas of performance, to examine strengths and weaknesses, and to identify opportunities to improve overall business practices and specific operational areas: Leadership, Information Systems, Business Planning, Human Resources, Process Management, Business Results, and Customer Satisfaction.

CUSTOMER SATISFACTION

90% of Our Business Comes From Repeat Customers or Referrals

BSI's reliability and quality saves our clients time and money. To make certain we are delivering on our promises after a project is completed we survey our clients electronically to measure their satisfaction.



Customer Satisfaction Rating

94.4%

BSI (Building Service Inc.)
2014 YTD

HermanMiller

Herman Miller regularly reports on the performance of Certified Network Dealers based on customers' direct experience.

Each Certified Dealer Network member must demonstrate stated levels of performance in ten functional areas and show continuous improvement in order to maintain membership.

As a network, we collectively receive over 8,000 customer surveys annually—it is our ultimate scorecard.

SATISFACTION INDEX

94.4%

LIKELY TO RECOMMEND BSI

96.6%

LIKELY TO WORK WITH BSI AGAIN

100%

VILLAGE OF BROWN DEER
2014 - 2018
CAPITAL IMPROVEMENT PROGRAM EXPENDITURE REQUEST

Department: Manager's Office

Department Contact: Matthew Janecke

Project Name: Village Board Room Remodel

Assigned Department Priority No. 3

(#1 – Urgent; #2 – Very Important; #3 – Important; #4 – Less Important; #5 – Future Consideration.)

Type: Remodeling

(Stormwater, Beautification, Street Resurfacing, Street Improvement, Park, Remodeling, Sanitary Sewer, Bldg. Repair/Maintenance, Water Mains/Laterals, Planning, Street Lighting)

1. Provide detailed description of project. (Include planning and construction dates, a map-highlighting area project area or picture of area, if applicable)

Typically the arrangement for council member is to have all seven of them grouped together in front of the constituents. The remodel is to fulfill that arrangement by having a shallow horseshoe presentation where all the council members sit side-by-side on one raised platform with the Village President in the middle. Customized desk will be constructed for the council members and at the sides of the shallow horseshoe on the floor level for staff (Manager, Attorney, transcriber, and other key staff), allowing Staff to make professional presentations to the council members and constituents alike. Included in this planned project is the replacement of chairs, construction of a center round table for smaller group or committee meetings. Incorporated in this project is the replacement of board room chairs that previously was in the capital plan.

2. Project Justification:

The board room in existence was constructed in the 1970s without any improvements since the original construction. Staff recognizes a plan needs to be in place to transition to a new or updated Village Hall facility but that the plan may be 10 or so years away. This project would supplement the Board Room over that period to allow for more aesthetically pleasing furniture and accommodate the use of electronics. Over the 10 year transition, the improvements made now will realize their useful life.

3. EXPENDITURES: (Describe project activity and identify dollar amounts under the appropriate year.)

Description	2014	2015	2016	2017	2018
Village Board Room Remodel Project	\$50,000				

CAPITAL IMPROVEMENT PROGRAM EXPENDITURE REQUEST (continued)

Project Name: _____

4. FUNDING SOURCES:

Description	2014	2015	2016	2017	2018

5. OTHER INFORMATION: (include the estimated cost impact on other operating costs per year)

VILLAGE MANAGER NOTES ONLY: Included _____ Not Included _____ Deferred to Budget Year _____

VILLAGE OF BROWN DEER
2014 - 2018
CAPITAL IMPROVEMENT PROGRAM EXPENDITURE REQUEST

Department: Manager's Office

Department Contact: Matthew Janecke

Project Name: Village Hall Snack Counter/Mail Counter ADA Remodel

Assigned Department Priority No. 2

(#1 – Urgent; #2 – Very Important; #3 – Important; #4 – Less Important; #5 – Future Consideration.)

Type: Bldg. Repair/Maintenance

(Stormwater, Beautification, Street Resurfacing, Street Improvement, Park, Remodeling, Sanitary Sewer, Bldg. Repair/Maintenance, Water Mains/Laterals, Planning, Street Lighting)

1. Provide detailed description of project. (Include planning and construction dates, a map-highlighting area project area or picture of area, if applicable)

Reconstruct the small snack counter and sink area along with the mail counter in order to make them more accessible to an employee who is wheelchair bound.

2. Project Justification:

Create an ADA accessible snack, coffee, and wash area for an employee who is wheelchair bound. Included with this same project is to construct an ADA accessible mail area. This project was assigned a priority level of 2 because of the number of years this project has been in the plan but never carried out.

3. EXPENDITURES: (Describe project activity and identify dollar amounts under the appropriate year.)

Description	2013	2014	2015	2016	2017
Construction		\$10,000			
Total		\$10,000			

CAPITAL IMPROVEMENT PROGRAM EXPENDITURE REQUEST (continued)

Project Name: Village Hall Snack Counter/Mail Counter ADA Remodel

4. FUNDING SOURCES:

Description	2013	2014	2015	2016	2017
Tax Levy		\$10,000			
Total		\$10,000			

5. OTHER INFORMATION: (include the estimated cost impact on other operating costs per year)

This project is not eligible for CDBG funding as it is not in a public area of Village Hall.

VILLAGE MANAGER NOTES ONLY:		
Included _____	Not Included _____	Deferred to Budget Year _____

Resolution Authorizing Reporting under the Securities
and Exchange Commission's Municipalities
Continuing Disclosure Cooperation Initiative

Resolution No. 14-

WHEREAS, Rule 15c2-12 ("Rule 15c2-12"), promulgated by the U.S. Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, generally requires underwriters to comply with certain requirements in connection with their purchase and sale of municipal securities in an offering, including that an underwriter must obtain and review a preliminary official statement ("Official Statement") and must determine that the municipal issuer has undertaken to provide, on a continuing basis while the securities are outstanding and in a written agreement ("Continuing Disclosure Agreement"), financial information including the issuer's audited financial statements, certain operating data, and notices of the occurrence of certain events;

WHEREAS, Rule 15c2-12 further requires that Official Statements for offerings of municipal securities contain descriptions of any instances in the previous five years (from the date of the Official Statement) in which the issuer failed to comply, in all material respects, with any of its previous Continuing Disclosure Agreements;

WHEREAS, the Division of Enforcement of the U.S. Securities and Exchange Commission (the "Division") has recently announced its *Municipalities Continuing Disclosure Cooperation Initiative* (the "MCDC Initiative") which the Division has stated is intended to address potentially widespread non-compliance with federal securities laws by municipal issuers and underwriters, specifically, their failure to ensure that Official Statements properly describe any failures by issuers to comply with their prior Continuing Disclosure Agreements in the previous five years (from the date of the Official Statement);

WHEREAS, in its announcement describing the MCDC Initiative (the "SEC Announcement"), a copy of which is attached hereto as Exhibit A, the Division states that issuers whose Official Statements contain inaccurate statements regarding their prior Continuing Disclosure Agreement compliance, and underwriters that have underwritten bond offerings in which Official Statements contain such inaccurate statements, should consider self-reporting to the Division to take advantage of standardized settlement terms under the MCDC Initiative;

WHEREAS, issuers and underwriters that self-report under the MCDC Initiative are required to complete and submit a questionnaire ("MCDC Questionnaire") in the form prescribed by the Division, a copy of which is included along with the SEC Announcement attached as Exhibit A;

WHEREAS, the SEC Announcement states that, to the extent an issuer meets the requirements of the MCDC Initiative, the Division may decide to recommend an enforcement action against the issuer, in which case the Division will recommend that the Commission accept standardized settlement terms, including that the issuer consents to a cease and desist order from

the Commission, and agrees to undertake certain measures designed to remedy past disclosure failures and help ensure improved disclosure in the future, all as set forth in the SEC Announcement;

WHEREAS, the SEC Announcement states that under the MCDC Initiative's standardized settlement terms issuers will neither admit nor deny the findings of the Commission;

WHEREAS, the SEC Announcement states that under the standardized settlement terms issuers that self-report under the MCDC Initiative will not be required to pay a civil penalty, but that, in contrast, the Division will likely recommend and seek financial sanctions In any enforcement actions against issuers that do not self-report under the MCDC Initiative;

WHEREAS, the SEC Announcement states that the standardized settlement terms apply only to eligible issuers and underwriters, and that, in contrast, the Division will provide no assurance that individuals associated with issuers and underwriters, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities law;

WHEREAS, the Village of Brown Deer, Milwaukee County, Wisconsin (the "Village") has reviewed its Official Statement(s) and, after consultations with its financial and legal advisors, has concluded that it is desirable and in the best interest of the Village to participate in the MCDC Initiative by self-reporting certain of its Official Statements by the December 1, 2014 reporting deadline, if and as the same is extended (the "Self-Reporting Deadline"); and

WHEREAS, if the Division recommends an enforcement action which is approved by the Commission and is limited to the standardized settlement terms outlined in the SEC Announcement, the Village will take the steps necessary to comply with such terms including the undertakings set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of Reporting under the MCDC Initiative. The Village shall report to the Division under the MCDC Initiative potentially inaccurate statements in one or more of its Official Statements as determined with the advice of Counsel (defined below) by the Self-Reporting Deadline. The Village Treasurer/Comptroller is hereby authorized and directed to report to the Division, for and on behalf of the Village, by completing and submitting an MCDC Questionnaire. Notwithstanding the foregoing, no reporting under the MCDC Initiative shall be required if there occurs a change of law, a change to the MCDC Initiative, or a change regarding relevant facts and circumstances which the Village Treasurer/Comptroller determines, on behalf of the Village and with the advice of Counsel, would make such reporting unnecessary.

Section 2. Updating of Delinquent Filings. The Village shall work with its financial and legal advisors, including Counsel as necessary, to update any past delinquent filings as soon as practicable following the adoption of this Resolution. Any actions heretofore taken by officers, administrators or agents of the Village to update such past filings are hereby approved and ratified in all respects.

Section 3. Adoption of Continuing Disclosure Compliance Policy. The Village hereby adopts the attached *Continuing Disclosure Compliance Policy* (the "Policy") and the *Procedures Regarding Continuing Disclosure Compliance* ("Procedures") incorporated therein, which are attached hereto as Exhibit B. Any prior policy or procedure relating to the Village's continuing disclosure compliance that conflicts with the attached Policy and Procedures is hereby rescinded and replaced with such Policy and Procedures. The Village Treasurer/Comptroller shall serve as the initial Compliance Officer for purposes of administering and carrying out the Procedures.

Section 4. Acceptance of Standardized Settlement Terms. As required under the MCDC Initiative, if the Division recommends an enforcement action against the Village, the Village intends to consent to the applicable settlement; provided, however, that the Village intends to consent only to the standardized settlement terms described in the SEC Announcement and provided further that, as contemplated by the MCDC Initiative, the Village neither admits nor denies any related findings by the Commission.

Section 5. Related Undertakings. If the Division recommends an enforcement action against the Village with standardized settlement terms that the Village accepts, then, as required by the standardized settlement terms and to the extent not previously completed by the Village, the Village will undertake to:

- (a) establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the enforcement action proceedings;
- (b) comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- (c) cooperate with any subsequent investigation by the Division regarding the potentially false statement(s), including the roles of individuals and/or other parties involved;
- (d) disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and
- (e) provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

Section 6. Professional Services. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements for professional services in conjunction with the Village's participation in the MCDC Initiative, including but not limited to an agreement for legal services with Quarles & Brady LLP ("Counsel"). Any such agreement heretofore entered into is hereby ratified and approved in all respects.

Section 7. Conflicting Resolutions; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. This resolution shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded this 17th day of November, 2014.

Carl Krueger
Village President

ATTEST:

Jill Kenda-Lubetski
Village Clerk

EXHIBIT A

SECURITIES AND EXCHANGE COMMISSION
MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
SEC ANNOUNCEMENT AND REPORTING QUESTIONNAIRE

(See Attached)



U.S. Securities and Exchange Commission

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Municipalities Continuing Disclosure Cooperation Initiative

Division of Enforcement

U.S. Securities and Exchange Commission

I. Introduction

The Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") is intended to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents.

As described below, under the MCDC Initiative, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") will recommend favorable settlement terms to issuers and obligated persons involved in the offer or sale of municipal securities (collectively, "issuers") as well as underwriters of such offerings if they self-report to the Division possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Exchange Act").

II. Background

Rule 15c2-12 generally prohibits any underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure regarding the security and issuer, including information about its financial condition and operating data. Rule 15c2-12 also generally requires that any final official statement prepared in connection with a primary offering of municipal securities contain a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any previous commitment to provide such continuing disclosure.

The Commission may file enforcement actions under either Section 17(a) of the Securities Act of 1933 (the "Securities Act"), and/or Section 10(b) of the Exchange Act against issuers for inaccurately stating in final official statements that they have substantially complied with their prior continuing disclosure obligations. In such instances, underwriters for these bond offerings may also have violated the anti-fraud provisions to the extent they failed to exercise adequate due diligence in determining whether issuers have complied with such obligations, and as a result, failed to form a reasonable basis for believing the truthfulness of a key representation in the issuer's official statement. For instance, on July 29, 2013, the Commission charged a school district in Indiana and its underwriter with falsely stating to bond investors that the school district had been properly providing annual financial information and notices required as part of its prior bond offerings. Without admitting or denying the Commission's findings, the school district and underwriter each consented to, among other things, an order to cease and desist from committing or causing any violations of Section 10(b) of the Exchange Act and Rule 10b-5. The underwriter also agreed to pay disgorgement and prejudgment interest of \$279,446 as well as a penalty of \$300,000.

The Commission has in the past emphasized that the likelihood that an issuer will abide by its continuing disclosure obligations is critical to any evaluation of its covenants. An underwriter's obligation to have a reasonable basis to believe that the key representations in a final official statement are true and accurate extends to an issuer's representations concerning past compliance with disclosure obligations. Indeed, this provision of Rule 15c2-12 was specifically intended to serve as an incentive for issuers to comply with their undertakings to provide disclosures in the secondary market for municipal securities, and also assists underwriters and others in assessing the reliability of the issuer's disclosure representations. Moreover, the Commission has in the past stated that it believes that it is doubtful that an underwriter could form a reasonable basis for relying on the accuracy or completeness of an issuer's ongoing disclosure representations without the underwriter affirmatively inquiring as to that filing history,

Questionnaire

Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities

and the underwriter may not rely solely on a written certification from an issuer that it has provided all filings or notices. •

Based on available information, and as highlighted in the Commission's August 2012 Municipal Market Report, there is significant concern that many issuers have not been complying with their obligation to file continuing disclosure documents and that federal securities law violations involving false statements concerning such compliance may be widespread.

III. The MCDC Initiative

A. Who Should Consider Self-Reporting to the Division?

To be eligible for the MCDC Initiative, an issuer or underwriter must self-report by accurately completing the attached questionnaire and submitting it within the following applicable time periods:

- For underwriters, beginning March 10, 2014 and ending at 12:00 a.m. EST on September 10, 2014; and
- For issuers, beginning March 10, 2014 and ending at 5:00 p.m. EST on December 1, 2014.

Information required by the questionnaire includes:

- identification and contact information of the self-reporting entity;
- information regarding the municipal securities offerings containing the potentially inaccurate statements;
- identities of the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each such offering;
- any facts that the self-reporting entity would like to provide to assist the staff in understanding the circumstances that may have led to the potentially inaccurate statement(s); and
- a statement that the self-reporting entity intends to consent to the applicable settlement terms under the MCDC Initiative.

Submissions may be made by email to mcdcsubmissions@lsec.gov, by fax to (301) 847-4713 or by mail to MCDC Initiative, U.S. Securities and Exchange Commission, Boston Regional Office, 33 Arch Street, Boston, MA 02110.

C. Standardized Settlement Terms the Division Will Recommend

To the extent an entity meets the requirements of the MCDC Initiative and the Division decides to recommend enforcement action against the entity ("eligible issuer" or "eligible underwriter"), the Division will recommend that the Commission accept a settlement which includes the terms described below.

1. Types of Proceedings and Nature of Charges

For eligible issuers, the Division will recommend that the Commission accept a settlement pursuant to which the issuer consents to the institution of a cease and desist proceeding under Section SA of the Securities Act for violation(s) of Section 17(a)(2) of the Securities Act. • The Division will recommend a settlement in which the issuer neither admits nor denies the findings of the Commission.

For eligible underwriters, the Division will recommend that the Commission accept a settlement pursuant to which the underwriter consents to the institution of a cease and desist proceeding under Section SA of the Securities Act and administrative proceedings under Section 15(b) of the Exchange Act for violation(s) of Section 17(a)(2) of the Securities Act. The Division will recommend a settlement in which the underwriter neither admits nor denies the findings of the Commission.

2. Undertakings

For eligible issuers, the settlement to be recommended by the Division must include undertakings by the issuers. Specifically, as part of the settlement, the issuer must undertake to:

- establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings;

- comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved;
- disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and
- provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

For eligible underwriters, the settlement to be recommended by the Division must include undertakings by the underwriters. Specifically, as part of the settlement, the underwriter must undertake to:

- retain an independent consultant, not unacceptable to the Commission staff, to conduct a compliance review and, within 180 days of the institution of proceedings, provide recommendations to the underwriter regarding the underwriter's municipal underwriting due diligence process and procedures;
- within 90 days of the independent consultant's recommendations, take reasonable steps to enact such recommendations; provided that the underwriter make seek approval from the Commission staff to not adopt recommendations that the underwriter can demonstrate to be unduly burdensome;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved; and
- provide the Commission staff with a compliance certifications regarding the applicable undertakings by the Underwriter on the one year anniversary of the date of institution of the proceedings.

3. Civil Penalties

For eligible issuers, the Division will recommend that the Commission accept a settlement in which there is no payment of any civil penalty by the issuer.

For eligible underwriters, the Division will recommend that the Commission accept a settlement in which the underwriter consents to an order requiring payment of a civil penalty as described below:

- For offerings of \$30 million or less, the underwriter will be required to pay a civil penalty of \$20,000 per offering containing a materially false statement;
- For offerings of more than \$30 million, the underwriter will be required to pay a civil penalty of \$60,000 per offering containing a materially false statement;
- However, no underwriter will be required to pay a total amount of civil penalties under the MCDC Initiative greater than the following:
 - " For an underwriter with total revenue over \$100 million as reported in the underwriter's Annual Audited Report- Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$500,000;
 - For an underwriter with total revenue between \$20 million and \$100 million as reported in the underwriter's Annual Audited Report- Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$250,000; and
 - For an underwriter with total revenue below \$20 million as reported in the underwriter's Annual Audited Report - Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$100,000.

D. No Assurances Offered with Respect to Individual Liability

The MCDC Initiative covers only eligible issuers and underwriters. The Division provides no assurance that individuals associated with those entities, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities laws. The Division may recommend enforcement action against such individuals and may seek remedies beyond those available through the MCDC Initiative. Assessing whether to recommend enforcement action against an individual for violations of the federal securities laws necessarily involves a case-by-case assessment of specific facts and circumstances, including evidence regarding the level of intent and other factors such as cooperation by the individual.

E. No Assurances for Entities That Do Not Take Advantage of MCDC Initiative

For issuers and underwriters that would be eligible for the terms of the MCDC initiative but that do not self-report pursuant to the terms of the MCDC Initiative, the Division offers no assurances that it will recommend the above terms in any subsequent

enforcement recommendation. As noted above/ assessing whether to recommend enforcement action necessarily involves a case-by-case assessment of specific facts and circumstances/ but entities are cautioned that enforcement actions outside of the MCDC initiative could result in the Division or the Commission seeking remedies beyond those described in the initiative. For issuers, the Division will likely recommend and seek financial sanctions. For underwriters, the Division will likely recommend and seek financial sanctions in amounts greater than those available pursuant to the MCDC Initiative.

Questions regarding the MCDC Initiative may be directed to fv1CDCinquiries@sec.gov.

Recommendations by the Division to the Commission are subject to approval by the Commission.

The issuers' agreement to make such disclosures is memorialized in a written undertaking frequently called a Continuing Disclosure Agreement. The Continuing Disclosure Agreement requires that issuer to file annual financial information and notices of certain material events with the Electronic Municipal Market Access, or EMMA, an electronic information repository system maintained by the Municipal Securities Rulemaking Board (MSRB), which is accessible to all investors on the internet.

In the Matter of West Clark Community Schools, AP File No. 3-15391 (July 29, 2013); *In the Matter of City Securities Corporation and Randy G. Ruh/*, AP File No. 3-15390 (July 29, 2013).

"See" Municipal Securities Disclosure/ Securities Exchange Act Release No. 34961 (November 10, 1994), 59 FR 59590, *supra* notes 50-54 (November 17, 1994). See also "Amendments to Municipal Securities Disclosure/ Securities Exchange Act Release No. 34-62184A (May 26, 2010), 75 FR 331100, *supra* n. 348-362 (June 10, 2010).

The standardized settlement terms of the MCDC Initiative are only applicable to inaccurate statements concerning compliance with continuing disclosure obligations. The MCDC Initiative and the standardized settlement terms are not applicable to other material misstatements in final official statements or related communications or other misconduct. Any other potential misconduct is subject to investigation and separate enforcement action, if appropriate. If enforcement action is taken, entities may be subject to additional remedies for that misconduct, including additional financial sanctions.

- Violations of Section 17(a)(2) require a finding of negligent conduct.

Modified: July 31, 2014

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**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Fom1 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:

Individual Contact Title:

Individual Contact telephone:

Individual Contact Fax number \o)

Individual Contact email \.l

Full Legal Name of Self-Reporting Entity:

Mailing Address (number and street):

Mailing Address (city):

Mailing Address (state): Select a state...

Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Select a state...

Full Name of Issuing Entity:

Full Legal Name of Obligor (if any):

Full Name of Security Issue:

Initial Principal Amount of Bond Issuance:

Date of Offering:

Date of final Official Statement (format MMDDYYYY):

Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:

Primary Individual Contact at Underwriter:

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:

**-r(j\'(j)\. **

Primary Individual Contact at Bond

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

On behalf of [Name of Self-Reporting Entity]

I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:

Title:

COPY

EXHIBIT B

CONTINUING DISCLOSURE COMPLIANCE POLICY
AND
PROCEDURES REGARDING CONTINUING DISCLOSURE COMPLIANCE

(See Attached)

CONTINUING DISCLOSURE COMPLIANCE POLICY

Adopted:

November 17, 2014

Introduction:

This *Continuing Disclosure Compliance Policy* (the "Policy") sets forth policies of the Village of Brown Deer, Wisconsin (the "Issuer") designed to ensure that the Issuer complies in all material respects with any and all continuing disclosure certificates and agreements ("Continuing Disclosure Agreements") entered into in connection with the Issuer's outstanding municipal bonds and notes. This Policy is also intended to ensure that the Official Statement for any new bond or note offering by the Issuer properly describes the Issuer's prior compliance (within the five years prior to any such Official Statement) with such Continuing Disclosure Agreements. This policy authorizes and incorporates the attached *Procedures Regarding Continuing Disclosure Compliance*.

Statement of Purpose:

This Policy is intended to help ensure that the Issuer complies with Rule 15c2-12 ("Rule 15c2-12") promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934. Rule 15c2-12 requires an underwriter in an offering of municipal securities to determine that the issuer of the bonds or notes has undertaken, pursuant to a written Continuing Disclosure Agreement, to provide financial information — including the issuer's financial statements, certain financial and operating data, and notice of the occurrence of certain events — on a continuing basis while the bonds or notes are outstanding. Rule 15c2-12 further requires that Official Statements used to offer bonds or notes to investors must describe any instances in the previous five years (from the date of the Official Statement) in which the issuer failed to comply, in all material respects, with its prior Continuing Disclosure Agreements.

The Issuer recognizes that compliance with Rule 15c2-12 is required during the entire term the related bonds or notes are outstanding, and takes on additional importance when an Official Statement of the Issuer is prepared in connection with a new offering of bonds or notes subject to Rule 15c2-12. Accordingly, the administration and implementation of the Policy and the accompanying Procedures will require ongoing monitoring and ongoing consultation with the Issuer's dissemination agent, counsel, and other agents, as applicable.

Accompanying Procedures:

The attached *Procedures Regarding Continuing Disclosure Compliance* are hereby authorized. The Compliance Officer (identified in the Procedures) is authorized to amend and update the Procedures as the Compliance Officer deems necessary to achieve the purposes of this Policy. Such procedures are incorporated herein in such form as the same may be updated and amended from time to time.

PROCEDURES REGARDING CONTINUING DISCLOSURE COMPLIANCE

Last Update:

November 17,2014

Introduction:

These *Procedures Regarding Continuing Disclosure Compliance* (the "Procedures") set forth specific procedures of the Village of Brown Deer, Wisconsin (the "Issuer") designed to ensure that the Issuer complies in all material respects with any and all continuing disclosure certificate and agreements ("Continuing Disclosure Agreements") existing in connection with the Issuer's outstanding municipal bonds and notes. These Procedures are also intended to ensure that the Official Statement for any new bond or note offering by the Issuer accurately and completely describes the Issuer's prior compliance with its Continuing Disclosure Agreements.

Compliance Officer:

The Issuer's Treasurer/Comptroller ("Compliance Officer") is designated as the individual responsible for administering and carrying out these Procedures. The Compliance Officer may coordinate with staff, and may engage a dissemination agent, counsel, and/or other professionals to assist in discharging the Compliance Officer's duties under these Procedures as the Compliance Officer deems necessary.

Compliance with Outstanding Continuing Disclosure Agreements:

1. Compilation of Currently Effective Continuing Disclosure Agreements

The Compliance Officer shall compile and maintain a set of all currently effective Continuing Disclosure Agreements of the Issuer. Such agreements are included in the transcript of proceedings for the Issuer's respective bond or note issue. Continuing Disclosure Agreements are "Currently Effective" for purposes of these Procedures (and hence shall be included in the set of Currently Effective Continuing Disclosure Agreements) for so long as the bonds or notes to which they relate are outstanding. As bonds or notes are completely repaid or redeemed, the Compliance Officer shall remove the related continuing disclosure agreements from the set of Currently Effective Continuing Disclosure Agreements.

2. Annual Review and Annual Reporting Requirements

The Compliance Officer shall ensure that all necessary financial statements, financial information and operating data is filed in the manner and by the filing dates set forth in the . Currently Effective Continuing Disclosure Agreements. The Compliance Officer shall review the set of Currently Effective Continuing Disclosure Agreements annually, prior to each annual filing, keeping in mind:

- The financial information and operating data required to be reported under a particular Continuing Disclosure Agreement may differ from the financial information and operating data required to be reported under another Continuing Disclosure Agreement;
- The timing requirements for reporting under a particular Continuing Disclosure Agreement may differ from the timing requirements for filing under another Continuing Disclosure Agreement; and

- Filings may need to be made on EMMA against more than one base CUSIP number, if the Issuer has different base CUSIP numbers for different types of bonds or notes (e.g. general obligations as compared to utility revenue obligations).

3. Calendar; EMMA Notification System

The Compliance Officer shall keep a calendar of all pertinent filing dates required under the Issuer's Currently Effective Continuing Disclosure Agreements. The Compliance Officer shall also subscribe to notification services made available through the EMMA system.

4. Annual Review of Prior Filings

As part of the annual review process, the Compliance Officer shall also review prior filings made within the past five years subsequent to the last such review of prior filings. If the Compliance Officer discovers any late or missing filings, the Compliance Officer (after discussing the circumstances with the Issuer's dissemination agent, counsel or other agents as necessary) shall "remedy" such prior failures by ensuring that the missing information is filed.

5. Monitoring of Material Events

The Compliance Officer shall monitor the occurrence of any of the following events and/or other events set forth in the Currently Effective Continuing Disclosure Agreements and shall provide notice of the same in the required manner and by the relevant reporting deadline (likely within 10 days of the occurrence):

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes;
- Modification to rights of holders of the Issuer's bonds or notes, if material;
- Calls of the Issuer's bonds or notes, if material, and tender offers;
- Defeasances of the Issuer's bonds or notes;
- Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material;

- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the Issuer;
- The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

6. Review of Official Statements

The Compliance Officer shall review drafts of any Official Statement for a new offering or bonds or notes, with assistance from its dissemination agent, counsel or other agents of the Issuer as necessary, and shall determine that the Official Statement accurately and completely describes the Issuer's continuing disclosure compliance history within the five years prior to the date of the respective Official Statement. This compliance review is not meant to limit the Issuer's other reviews of or diligence procedures relating to its Official Statements.

7. Municipalities Continuing Disclosure Cooperative Initiative

If the Issuer has previously reported to the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") under the *Municipalities Continuing Disclosure Cooperative Initiative* (the "MCDC Initiative") and if the Division recommended enforcement proceedings and settlement terms in that connection, then the Compliance Officer shall also be responsible, with assistance from its dissemination agent, counsel, and/or other agents of the Issuer, for implementing the undertakings required by such settlement. A list of these "undertakings" is set forth in the Division's announcement describing the MCDC Initiative: <http://www.sec.gov/divisions/enforce/municipalities-continuing-disclosure-cooperation-initiative.shtml>.

8. Record Retention

The Compliance Officer shall retain documentation evidencing the Issuer's annual reviews and its reviews of Official Statements in connection with new offerings as set forth above. This Issuer shall retain this documentation, for each Continuing Disclosure Agreement, for the period that the related bonds or notes are outstanding.

9. Annual Review Checklist

The Compliance Officer may (or may not) choose to use and retain the attached Annual Review Checklist to assist in implementing these Procedures.

CONTINUING DISCLOSURE ANNUAL REVIEW CHECKLIST

1. Fiscal Year Ending: _____

2. Compliance Officer: _____

3. Checklist Completion Date: _____

4. Bonds/Notes for which there are Currently Effective Continuing Disclosure Agreements- Attach Agreements:

\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__
\$	_____	, dated	_____	,20__

5. Have any new Bonds or Notes subject to Continuing Disclosure Been Issued this Year?

___ No

_____ Yes (Add Agreement to Set of Currently Effective Continuing Disclosure Agreements)

If Yes, did the Compliance Officer review the Official Statement's Description of the Issuer's Continuing Disclosure Compliance History within the Prior 5 Years? Circle: Y / N (If N, review and discuss any issues with counsel.)

6. Have any Bonds or Notes subject to Continuing Disclosure Been Completely Paid or Redeemed this Year?

___ No

_____ Yes (Remove Agreement from Set of Currently Effective Continuing Disclosure Agreements)

7. (a) Has the Compliance Officer Review the Annual Continuing Disclosure Filing to Ensure that all Necessary Financial Statements, Financial Information and Operating Data is Included?

Yes

No (Compliance Officer must review the Annual Continuing Disclosure Filing)

(b) For purposes of this review, please keep in mind:

	Checked?
Different Continuing Disclosure Agreements may require different information to be file (so check each one)	Y / N
Different Continuing Disclosure Agreements may have different filing timing requirements (so check each one).	Y / N

Have any of the Following Events Occurred this Year?

Event	Circle
1. Principal and interest payment delinquencies	Y / N
2. Non-payment related defaults, if material	Y / N
3. Unscheduled draws on debt service reserves reflecting financial difficulties	Y / N
4. Unscheduled draws on credit enhancements reflecting financial difficulties	Y / N
5. Substitution of credit or liquidity providers, or their failure to perform	Y / N
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes	Y / N
7. Modification to rights of holders of the Issuer's bonds or notes, if material	Y / N
8. Calls of the Issuer's bonds or notes, if material, and tender offers	Y / N
9. Defeasances of the Issuer's bonds or notes	Y / N
10. Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material	Y / N
11. Rating changes	Y / N
12. Bankruptcy, insolvency, receivership or similar event of the Issuer	Y / N
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material	Y / N
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material	Y / N

If any such Event Occurred, was Proper Notice Provided?

_____ Yes

_____ No (Call your dissemination agent or counsel immediately to discuss)

_____ N/A

Has the Issuer Retained a Dissemination Agent? (i.e., a Paid Third Party that Assists with Filings)

___ Yes: Name/Contact: _____

_____ No

Resolution of Appreciation
For Ann Brandstrom

Resolution No. 14-44

WHEREAS, Ann Brandstrom has been an invaluable member of the health department team since May 17, 1976, when she accepted a public health nursing position at the Village of Brown Deer Health Department, which consolidated in 1996 and 2012 to become the North Shore Health Department to serve the communities of Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood, and Whitefish Bay; and,

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of the North Shore communities for the health and safety of our citizens; and,

WHEREAS, Ann worked collaboratively to improve citizens' overall quality of life by helping them make behavioral changes in their lifestyles that can reduce the risk of disease, disability, and injury, and also by providing immunizations to protect citizens from illnesses and diseases; and,

WHEREAS, in 1984, Ann further enhanced her public health knowledge and job responsibilities by becoming a State of Wisconsin Registered Sanitarian, conducting various duties related to environmental health; and,

WHEREAS, Ann's wealth of knowledge has made her a vital resource to the health officer, other public health nurses and sanitarian; and,

WHEREAS, Ann's colleagues will miss her hard work and leadership on behalf of the North Shore Health Department, but will *really* miss her smile, energy, and her happy outlook that have so often raised others' spirits.

NOW, THEREFORE, BE IT RESOLVED, by the Village of Brown Deer that we hereby recognize and thank Ann Brandstrom for her professional and personal dedication to the North Shore communities.

BE IT FURTHER RESOLVED, that this Resolution be presented to Ann to serve as a reminder that although she is retiring, she will always be remembered as a kind, considerate and loyal individual dedicated to her position and the communities that she served.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 17th day of November, 2014.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

Jamie Awe, Village Trustee

Jeff Baker, Village Trustee

Terry Boschert, Village Trustee

Bob Oates, Village Trustee

Gary Springman, Village Trustee

Tim Schilz, Village Trustee



REQUEST FOR CONSIDERATION

COMMITTEE:	Traffic and Public Safety
ITEM DESCRIPTION:	Update to Ordinance 62-3(3) and 62-3(4) -Speed Limits Increased
PREPARED BY:	Lieutenant Lisa Kumbier
REPORT DATE:	October 23, 2014
MANAGER'S REVIEW/COMMENTS:	
RECOMMENDATION:	Adoption of Ordinance Change
EXPLANATION:	<p>I am requesting Ordinance 62-3, Speed Limits Increased, be updated. The current wording for 62-3(3)(d) needs to clarify where on North Sherman Boulevard the speed limit is 35 MPH. Currently the roadway is signed as 35 MPH and has been verified with the DPW as correct.</p> <p>62-3(4)(e) also needs to be clarified where on North Sherman Boulevard the speed limit is 40 MPH. This change takes place north of West Bradley Road. It is signed correctly on the roadway and has been verified with the DPW as correct.</p>

ORDINANCE NO. _____

**An Ordinance Amending Section 62-3 (3) and (4) of the Brown Deer Village Code Relating to
Speed Limits**

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

SECTION I

Section 62-3 (3) and (4) of the Brown Deer Village Code Relating to Speed Limits, are hereby amended to provide as follows:

- (3) *Thirty-five miles per hour.*
- a. On West Bradley Road, from North Teutonia Avenue, west to the west village limits.
 - b. On West County Line Road, from Green Bay Road, west to the west village limits.
 - c. On Bradley Road from State Trunk Highway 57 to the west village limits.
 - d. North Sherman Boulevard south of West Bradley Road.
- (4) *Forty miles per hour.*
- a. On West Good Hope Road from Sherman Boulevard to North 51st Street.
 - b. On State Trunk Highway 100 (West Brown Deer Road) within the village.
 - c. On State Trunk Highway 57 (North Green Bay Road) from West Bradley Road to West County Line Road.
 - d. On County Trunk Highway D (North Teutonia Avenue) from West Calumet Road to West Green Bay Road.
 - e. On North Sherman Boulevard north of West Bradley Road.
 - f. On State Trunk Highway 57.

SECTION II

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

SECTION III

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

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2014.

Countersigned:

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

ORDINANCE NO. _____

An Ordinance Amending Section 62-3 (3) and (4) of the Brown Deer Village Code Relating to Speed Limits

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

SECTION I

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

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- b. On West County Line Road, from Green Bay Road, west to the west village limits.
- c. On Bradley Road from State Trunk Highway 57 to the west village limits.
- d. North Sherman Boulevard south of West Bradley Road.

(4) *Forty miles per hour.*

- a. On West Good Hope Road from Sherman Boulevard to North 51st Street.
- b. On State Trunk Highway 100 (West Brown Deer Road) within the village.
- c. On State Trunk Highway 57 (North Green Bay Road) from West Bradley Road to West County Line Road.
- d. On County Trunk Highway D (North Teutonia Avenue) from West Calumet Road to West Green Bay Road.
- e. On North Sherman Boulevard north of West Bradley Road.
- f. On State Trunk Highway 57.

SECTION II

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

SECTION III

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

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2014.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village

Clerk

Russell Van Gompel, Village Manager/Clerk



Rex B. Queen
Milwaukee County Deputy Treasurer

October 31, 2014

First of all,

Thank you for agreeing to participate in a project to help Milwaukee County taxpayers by providing a single standardized and uniform land records management database for the purpose of property tax assessment, billing, collection and receipting.

Enclosed, you will find an Intergovernmental Cooperation Agreement.

In August of this year, the basic content of this agreement was verbally agreed to by all municipalities (with the exception of the City of Milwaukee). It was also agreed that all municipalities would participate in this project or we would not be able to go forward with it.

In return for your efforts, Milwaukee County will agree to pay your annual maintenance and licensing fee for your GCS software for the next five years and hopefully five more after that. That is the basis of this agreement.

Please sign and date the agreement and return it to my office in the self-addressed stamped envelope provided you no later than November 17, 2014.

I will be looking forward to speaking with you in the near future.

Once again,

Thank you for helping to provide a single, county-wide, quality product that will benefit all municipalities, the county and their residents.

If you have any questions please call me @ 414-278-4040

Thank you,

A handwritten signature in cursive script that reads "Rex B. Queen".

Rex B. Queen
Milwaukee County
Deputy Treasurer

INTERGOVERNMENTAL COOPERATION AGREEMENT
GCS Software

THIS AGREEMENT ("Agreement") is made by and between Milwaukee County, a Wisconsin municipal body corporate ("County"), as represented by its Office of the Treasurer, and the Village of Brown Deer, ("Municipality"), located within Milwaukee County, pursuant to § 66.0301, Wis. Stats.

WITNESSETH:

WHEREAS, GCS Software ("GCS") is a provider of a land records management software database used primarily for property tax assessment, billing, collection and receipting; and

WHEREAS, each of the parties currently pays annual licensing fees to maintain its software licenses purchased from GCS prior to this Agreement; and

WHEREAS, the County has offered, in an attempt to make sure the Municipality continues to use GCS, and does so in a manner proscribed by the County, to pay the Municipality's annual licensing fees, and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. **Purpose.** The parties agree that is in the interests of the residents of Milwaukee County to have all municipal governments (excluding the City of Milwaukee) within Milwaukee County use the same property tax assessment, billing, collection and receipting software so as to reduce costs and add efficiency and consistency across the tax collection process.
2. **Term.** The Agreement shall take effect on January 1, 2015, and shall remain in effect for a period of five (5) years. Further, this Agreement will be automatically extended for an additional five years unless either party forwards to the other written notice of intent to terminate at least six (6) months prior to the expiration of the first five-year period.
3. **GCS Software.** During the Term of this Agreement the Municipality agrees to use GCS Software for the preparation, collection, and settlement of property and personal property taxes. The Municipality further agrees to follow all operating and technical requirements that may be established by the County; and to work with GCS, the Milwaukee County Office of the Treasurer and any other authorized representative of the County or Municipality to establish a standardized set of data entry rules to ensure data is entered in the correct format.

4. **Annual Licensing Fee.** In exchange for the Municipality agreeing to use GCS for its property assessment and tax billing purposes, the County agrees to pay the Municipality's annual licensing fees for the Term of this Agreement.
5. **Contact Person.** Each party shall assign one (1) contact person who will serve as its primary contact for all purposes under this Agreement.
6. **Termination.** The County reserves the right to terminate this Agreement if it decides to no longer use GCS for property tax assessment, billing, collection and receipting purposes; provided it gives the Municipality at least sixty (60) days written notice of such termination. This section also applies should GCS terminate its contract with the County or should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for performance of the Agreement.
7. **Liability.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, and officers and shall be responsible for any losses, claims, and liability which are attributable to such acts, errors, or omissions including providing its own defense.
8. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understanding, discussion, negotiation and undertakings, whether written or oral, between the parties with respect thereto. No amendment to this Agreement will be effective unless it is in writing and signed by each of the parties.
9. **No Joint Venture.** This is an agreement among the parties for sharing services. This Agreement does not create joint venture or partnership between or among the parties, nor does it constitute any party as an agent of the other.
10. **Notices.** All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To County:
Milwaukee County Courthouse
Office of the Treasurer
Attn.: Rex B. Queen
901 N. 9th St., RM 102
Milwaukee, WI 53233

To Municipality:
Village of Brown Deer
Attn.: _____
4800 W Green Brook Dr.
Brown Deer, WI 53223

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

Signature Page Follows:

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

MUNICIPALITY

Village of Brown Deer

By: _____ Date: _____
Title: _____

MILWAUKEE COUNTY

By: Dee B. Deen Date: 10-29-14
Title: Deputy Treasurer

Reviewed by:

By:  Date: 10/15/14
Risk Management

Approved for execution:

By: Paul Kyzitak Date: 10/14/14
Corporation Counsel

Approved:

By:  Date: 10/21/14
Comptroller

Approved:

By: Ch C Date: 10/22/14
County Executive

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

By: Paul Kyzitak Date: 10/30/14
Corporation Counsel

[Signature Page to GCS Software Intergovernmental Agreement]

Resolution of Support from the
Village of Brown Deer for the
Creation of a New Transit Route
in Brown Deer (Route #276)

Resolution No. 14-45

WHEREAS, the Village Board of the Village of Brown Deer has determined that it is in the public interest to support an amendment to the Milwaukee County Executive's 2015 Recommended Budget; and,

WHEREAS, the Village Board finds that the recommendation to add a new Metro Express Route to the Village of Brown Deer, to be funded with Congestion Mitigation and Air Quality funds, would be a benefit to the citizens of the Village of Brown Deer; and,

WHEREAS, the route creation of route number 276 will provide service from the intersection of North 60th Street and West Brown Deer Road through industrial and office facilities northeast of that intersection, and then north on North Green Bay Road to the businesses on West Schroeder Drive. Route 276 will provide service from 5:00 a.m. to 10:00 p.m. weekdays and 5:00 a.m. to 7:00 p.m. on weekends.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown Deer that the Board supports the creation of route number 276 which would serve the Village of Brown Deer.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this 17th day of November, 2014.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

**MINUTES OF THE MEETING OF THE
BROWN DEER BUILDING BOARD
HELD AT THE VILLAGE HALL –
4800 WEST GREEN BROOK DRIVE
ON NOVEMBER 3, 2014**



The meeting was called to order at 4:05 p.m.

I ROLL CALL

Present: Chairman Lavern Nall, Betty Bennett, Mary Buckley, Chris Eger, Oscar Avila

Excused: None

Also Present: Shelley Gorman, Bldg. Insp. Assist; Nate Piotrowski – Community Development Director, Bill Borczyk & Bob Heilman – Metro Storage, Brian & Erin Moore - Glenbrook, and Todd Novaczyk – Lighthouse Senior Living.

II PERSONS DESIRING TO BE HEARD

None

III CONSIDERATION OF MINUTES

Chairman Nall asked for clarification on the meaning of two sentences in the top paragraph on page two of the minutes for the Bradley Crossing section. The word “about” was changed to “if” and the word “are” was added so that both sentences was clearer.

It was moved by Betty Bennett and seconded by Mary Buckley to approve the October 6, 2014 minutes. The motion carried unanimously.

IV OLD BUSINESS

1. Metro Storage - Bob Heilman (Development Mgr.) & Bill Borczyk (Construction Site Superintendent) – Exterior Brick Approval

Nate Piotrowski – Community Development Director gave a brief history of the project and that they have already received the Board approval for the major architectural design of the project, except for the brick sample that they are going to use. The brick had not yet been purchased, and to make sure that the correct color lot was approved, Metro Storage agreed to bring back in the actual color lot sample when it was decided upon. Metro Storage also showed pictures of an existing location where they have used the same brick so that the Board could view a finished project.

The sample brick and color to be used is “Harvest Velour” by Champion Brick. It has a bit lighter variation in color to the sample that was first submitted. The mortar color that will be used will be a close match to the clock surround face color. It will be a natural buff color range that is complimentary to the brick.

The Board compared the two samples and agreed that the newly submitted sample is a better choice. The Board unanimously approved the new brick “Harvest Velour” by Champion Brick.

V PLANS SUBMITTED FOR CONSIDERATION

The following items were on the Agenda for review:

1. Brian & Erin Moore – Raze and re-build fire damaged house - 5331 W. Glenbrook Dr.

Brian & Erin Moore explained that they had purchased the fire damaged house at 5331 W. Glenbrook Dr. They want to have the new house fit into the current house style of the neighborhood. The Moore’s submitted to the Board, the new plans, complete with elevation drawings, and samples of all materials that are going to be used in the reconstruction of the new home.

The materials for the exterior of the home are:

Product	Color
Castlebrook 35 roofing	Weathered Wood
Timbercrest Siding	Sandstone
Nova Brick	Smokey Mountain Blend
Ideal Door Garage Door	Bright White
Mastercraft Exterior Doors	Bright White
Jeldwen Windows	Bright White
Aluminum Soffits & Fascia	Bright White

The Board reviewed the plans and the material samples. Betty Bennett asked if the basement had been inspected for any structural issues and was it made of block or poured concrete? Brian Moore response was that the basement walls were block and have been inspected by a structural engineer and was found to sound.

Chairman Nall asked if the original construction had brick on the front and if so, did it return on the corners? Brian Moore response was that the entire house was all brick, but because of construction costs today, it was not feasible to build it back that way. Chairman Nall asks since the drawings show brick on the front of the house, does it also wrap around the corners and into the porch area by the front door? Brian Moore response was that "it is going to be across the front of the house but he had not decided to put it into the porch area, but could if that was what the Board required. The Board all agreed that it should be that way with the brick being continuous on the front of the house, and that all the edges of the brick where they meet the corners is finished off so that the edges of the brick are not seen. Oscar Avila asked what the brick cap was going to be. Brian Moore response was that it is the same color as the brick and it is beveled away from the house. The Board looked at the brochure of the brick that was provided, and saw what the cap and finished product will look like.

Mary Buckley asked what the siding color will be, and was shown the siding sample and color.

Betty Bennett said that she felt that there needed to be another window on the east side of the house for light and ventilation, and to also help balance out the aesthetics of the house since it is seen from the street. The Board members consensus is that there should be another window added to the east side of the house so that it is symmetrical on the left/east elevation.

The Board reviewed the rest of the samples and unanimously approved the new house design for 5331 W. Glenbrook Dr. with the changes that a window is to be added to the left/east side of the house size and symmetry to the existing one, and that the brick is to be continuous into the porch area and along the front elevation. Plans approved as noted.

2. Lighthouse Senior Living of Brown Deer – New Construction – 60th St.

Todd Novaczyk from Lighthouse Senior Living/Memory Care introduces himself to the Board. Nate Piotrowski – Community Development Director gave a brief history of the project, and presented to the Board, the material sample boards, presentation boards, renderings of the building, floor plans, and site plan. He also informed the Board that the project has already been approved through the Plan Commission and Village Board. Nate Piotrowski also informs the Board that there is a provision in the Village code for multi-family to have at least 50% masonry or some type of durable material i.e. stone something along those lines. The existing development, Condos, came in before that code provision was enacted. They are clad in Hardi-plank and were approved as such. This proposal wanted to fit in with the existing condominium project since they will become part of the site, and is proposing the majority use of Hardi-siding and some masonry, but not up to the 50%. The Village Board did approve the deviation because it is a planned development zoning district.

Chairman Nall asks if all the siding is Hardi-plank or any combination of materials. The Board looks thru the plans and Nate Piotrowski points out where the combinations of materials will be located.

Mary Buckley states that it is not on all four stories, referring to the elevation variations of building. Nate Piotrowski explains what the different elevations will be housing and refers to the floor and site plans for more details.

Betty Bennett asks about the existing condominiums and what will happen to them. Nate Piotrowski explains that the New Perspectives Group (Lighthouse) will be purchasing them and incorporating them into the design of the facility. They will eventually become Senior Independent apartments down the line. The current owners are working with New Perspectives to have some agreement to stay there for a term that is agreed upon.

Mary Buckley asks if there will be some independent apartments in the four story section of the building.

Todd Novaczyk from Lighthouse Senior Living/Memory Care responds to the Board that it is an assisted living and there can be folks that move in there that are 80 years old; don't need any services except for meals, laundry, parking, life engagement, etc... Then there are folks that need significant amount of service to help them through their daily living. Mary Buckley clarifies her question in regards to the balconies and are they serving more of an apartment instead of a room. Todd Novaczyk explains that the balconies are an amenity, screened in and gives them a sense of security, but still allowing them the freedom to go outside and into the fresh air.

Betty Bennett asks if there will be any full-time nursing care on site. Todd Novaczyk responds that they have nurses there seven days a week and they provide anything that they need; it is not a "skilled" nursing facility. We have "rounding" doctors that come into the facility to see their clients and then are followed up by the Physician Assistants (PA) to do follow-ups. Betty Bennett asks if any of them will still be driving. Todd Novaczyk responds that yes they will have residents that will be driving and they will have parking underground and in a parking lot.

Chairman Nall asks about Storm Water Management and trash disposal. Nate Piotrowski responds that the Storm Water issue has been address and that there is a pond on site that that would accommodate a full site build-out even if everything was paved over. Todd Novaczyk responds that there are two trash disposal areas, one is underground in the parking area, and there are doors to another one on the north side of the building near the underground garage area. Betty Bennett asks about trash schedule pickup for a facility this large. Todd Novaczyk responds that they will have at least a twice a week pick-up to start, but it could be more; it all depends on the need. They will be able to determine this more when the facility is actually up and running. Nate Piotrowski states that there is not a trash disposal area located outside of the building at this time and this is something that they have been inquiring about. Chairman Nall states that if they decide to have one at a later time, they would have to come back to the Board for approval.

Chairman Nall inquires about chillers/condensation units and the mechanical equipment. Todd Novaczyk responds that every unit will have their own heating and air conditioning source and are completely self-contained, the common space areas have split systems, heating and air conditioning and they are located on top of the roof. Chairman Nall also asks what the parapet height is on the roof where some of the mechanical will be. Chairman Nall states that they would want to see how the units will be screened, the heights/size of the units, and how they will be screened from any public roadway.

Oscar Avila asks what the flat roof membrane will be made out of. Todd Novaczyk responds that it will be a standard rubber membrane covered with rock.

Betty Bennett asks who the Architect is and states that they should be here to explain their plans to the Board. The other Board members are in agreement. Todd Novaczyk responds that the Architect is Tushie Montgomery Architects out of Minneapolis, Minnesota.

Oscar Avila asks about the single story building in the front of the building encased of glass. Todd Novaczyk responds that it is where they have a warm water therapy pool where people do their exercise classes and therapy. Nate Piotrowski asks if the glass is going to be a spandrel glass or glass block. Todd Novaczyk responds that it will not be a spandrel glass and that it should be regular glass that allows the most natural light and sunlight in. Betty Bennett is concerned about privacy issues for the residents with the children/people in the neighborhood walking by.

Chairman Nall explains to Todd Novaczyk that they like to see on the plans and ask the Architects where things generally are such as vent piping; more detailed drawings with actually design uses are shown, mechanical units with their specifications, etc...

The Board did not approve the submission and agreed that they need more supplemental information in order to approve. The Board requests that the plans be re-submitted with the following items addressed:

1. Sections showing roof elevations, roof top equipment details and parapet or roof mansard details that would screen units.
2. Retaining wall details for areas of underground parking entrance.
3. Porch railing design details.
4. Mechanical equipment finishes, sizes of wall units.
5. Size, material and locations of roof penetrations such as vent piping.
6. Details of window types and glazing for greenhouse, pool and other special areas.

VII ADJOURNMENT

The meeting was adjourned at 5:26 p.m.

The next regularly scheduled meeting is November 17, 2014.

Shelley Gorman

Shelley Gorman, Admin. Assistant Building Department
Village of Brown Deer

BROWN DEER LIBRARY BOARD
November 11, 2014 MEETING MINUTES
HELD AT THE BROWN DEER PUBLIC LIBRARY
5600 WEST BRADLEY ROAD
(Unapproved)

The meeting was called to order by Board President Lutz at 5:03 P.M.

I. Roll Call

Present: Board President Lutz and Board members: E. Bennett, W. Jabas, S. Snyder
Also Present: Brian Williams-Van Klooster, Library Director
Excused: J. Baker

II. Persons Desiring to be Heard

None.

III. Consideration of Minutes:

- a. October 7, 2014 – Regular Meeting

It was moved by W. Jabas and seconded by President Lutz to approve the minutes of the October 7, 2014 regular meeting. The motion carried unanimously.

IV. Unfinished Business

- a. None

V. Report of Library Director

- a. Director's Report

President Lutz asked for further clarification about the reason for installation of the circulation countertop divider/privacy screen. The Director said that the divider is intended to remove that portion of counter space from being used as a public service point after staffing reductions have caused fewer staff to be present at the desk. It is also intended to direct all patrons to return their materials to the book drop rather than the countertop, also because fewer staff are now available to monitor items returned on the counter; items that can be open to inspection or removal by persons other than staff, without anyone knowing. The Director said that patron response has been overwhelmingly critical of this change, and he has begun working with a woodworking company to install something more aesthetically pleasing.

- b. Usage Report

The Director pointed out that the patron visit statistics are zero. He discovered at the end of the month that the patron visit counter lost battery power sometime after September 30, causing counts to be lost. The battery is unusual and took several days to special order.

- c. Revenue/Expense Report

There were no verbal highlights or discussion of the report.

VI. New Business

- a. Consideration of Vouchers: October 2014

It was moved by S. Snyder and seconded by W. Jabas to approve the payment of the October 2014 vouchers. The motion carried unanimously.

- b. Review and approval of CIP computer replacement for FPW

The Director presented a finalized FPW Request for Consideration for expenditure of funds identified by the Village Manager. The expenditure will cover a previously submitted 2015 CIP item for Library public computing upgrades. The Director said that discussion with the Staff and further consideration led to the decision to purchase fewer higher cost full-service laptops rather than more limited-service lower cost laptops. Patron confusion about the differences between library laptops and desktops was cited as a major factor.

It was moved by W. Jabas and seconded by S. Snyder to approve the Report as presented. The motion carried unanimously.

- c. Discussion and approval of 2015 All Staff Training Day, January 19th

The Director asked for approval for Library closure on Martin Luther King Jr Day, January 19th. He said that the day was used as a staff in-service day in 2014, and he would like to do the same this year. The early request for closure was due to the training day being mandatory, thus giving part time staff plenty of time to make arrangements with other jobs or commitments.

It was moved by E. Bennett and seconded by S. Snyder to approve Library closure for an All Staff training day on January 19th 2015. The motion carried unanimously.

VII. Report of Friends of the Library

W. Jabas reminded all that the Annual Friends of the Library Auction is Thursday 11/13. She said that many wonderful donations have come through. W. Jabas also mentioned that she will inquire with the Friends about supplying lunch at the 1/19 All Staff Day. A Patron Challenge is being conducted again this year, starting after the Auction. Patrons are encouraged to match a \$1500 donation that the Friends intend to give to the Library.

VIII. Adjournment

Next meeting: Monday January 12, 2015, unless activity at the November 17 Village Trustees Budget meeting requires Library Board discussion and/or action in December.

It was moved by A. Lutz and seconded by E. Bennett to adjourn at 5:50 P.M. The motion carried unanimously.



Brian Williams-Van Klooster, Library Director
November 13, 2014

BROWN DEER TRAFFIC AND PUBLIC SAFETY COMMITTEE

NOVEMBER 6, 2014 MEETING MINUTES

HELD AT THE BROWN DEER VILLAGE HALL

4800 WEST GREEN BROOK DRIVE

BROWN DEER, WISCONSIN

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

I. ROLL CALL

Present: Trustee Boschert, Trustee Awe, Roger Gordon, Mike Kass, Alicia Lemke, Bob Wazniak, Neil Wood

Also Present: Michael Hall, Village Manager; Michael Kass, Chief of Police; Matthew Maederer, Department of Public Works Supervisor; Nancy Hoppe, Executive Secretary to Chief of Police

II. PERSONS DESIRING TO BE HEARD

There were no persons desiring to be heard.

III. CONSIDERATION OF MINUTES: September 4, 2014 Meeting

It was moved by Trustee Awe, and seconded by Mr. Kass to approve the September 4, 2014 meeting minutes. The motion carried unanimously.

IV. REPORT OF STAFF/COMMITTEE MEMBERS

Chief Kass reported that Desk Officers Benway and Tucek are currently in the police academy and will be graduating in about three weeks and then they would be starting field training for 12 to 14 weeks. He further stated that the department is work with Walmart Loss Prevention and that a Cops Outpost has been presented for implementation in the future. Chief Kass reported that Officer Fus is scheduling a Distracted Driver Program at the Middle/High School in spring.

Matthew Maederer reported that the County Line Road project has moved forward just about to completion. Miscellaneous landscaping and site clean-up should be completed by November 15th. He further stated that the Dean Road project is scheduled to be done early in December and that the grass seeding will be done in spring and that sign placement will be completed within the next few weeks. Mr. Maederer reported that North 55th Street, north of West Brown Deer Road would be getting some additional signage near some of the businesses for safety reasons.

V. OLD BUSINESS

A. Speed Limit on North Sherman Boulevard (CTH G); Ordinance 62-34(4).

It was explained to the committee that Ordinance 62-3, Speed Limits Increased, needed to be updated. The current wording for 62-3(3)(d) needs to clarify where on North Sherman Boulevard the speed limit is 35 MPH. It was further stated the 62-3(4)(e) needs to be clarified where on

North Sherman Boulevard the speed limit is 40 MPH. This change takes place north of West Bradley Road. It is signed correctly on the roadway and has been verified by the DPW as correct.

It was moved by Ms. Lemke, and seconded by Trustee Awe to recommend to the Village Board to approve the update to Ordinance 62-3(3) and 62-3(4) – Speed Limits Increased. The motion carried unanimously.

VI. NEW BUSINESS

None.

VII. ADJOURNMENT

Ms. Lemke inquired where the entry for the self-storage facility would be located; Mr. Hall stated the owners want just one entry/exit and that it would be on West Bradley Road.

It was also asked that after the winter parking restriction has lifted that the committee review the parking on West Dean Road by Brooklane Apartments; specifically the north/south parking on the east and west sides on West Dean Road.

It was moved by Mr. Gordon and seconded by Mr. Wazniak to adjourn at 7:01 PM. The motion carried unanimously.

Michael Kass, Chief of Police