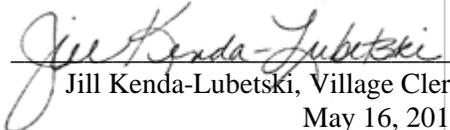


**VILLAGE BOARD MEETING**  
**Monday, May 20, 2013**  
**Earl McGovern Board Room, 6:30 P.M.**



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: May 6, 2013 – Regular Meeting
- V. New Business
  - A) Consideration of a Termination of TID Redevelopment Agreement with Lowe’s
  - B) Presentation by Wal-Mart
  - C) Presentation by Staff on Lowe’s Termination Agreement and Wal-Mart Redevelopment Agreement
  - D) Consideration of a TID Redevelopment Agreement with Wal-Mart at 6300 West Brown Deer Road
  - E) Res. No. 13-, “Public Hearing for Special Assessment for Driveways on the 2013 Ditching Project”
  - F) Establish the Date for the Public Review of the Yearly NR216 Storm Water Report
- VI. Committee Reports
  - A) Building Board - Trustee Weddle-Henning
  - B) Beautification Committee – Trustee Oates
  - C) Park and Recreation Committee – Trustee Springman
  - D) 4th of July Committee – Village President Krueger
  - E) Traffic and Public Safety – Trustee Boschert
    - 1) Resolution No. 13-, “Resolution Amending the Village Parking Prohibition Table Under Section 62-51 (c) of the Village Code Pertaining to West Green Brook Drive and North 51st Street”
  - F) Library Board - Trustee Baker
  - G) Community Development Authority – Village President Krueger
    - 1) Consideration of an Amendment to the Deerwood Crossing Phase II TID Redevelopment Agreement
  - H) Plan Commission – Village President Krueger
  - I) Finance and Public Works Committee – Trustee Oates
    - 1) Purchase of DPW Patrol Truck
    - 2) 2013 Street Rehab Contract Award
    - 3) Engineering Contract Award – N. 60th Street from W. Fairy Chasm Road to W. County Line Road
    - 4) Consideration of Vouchers
  - J) Personnel Committee – Trustee Baker
- VII. Unfinished Business
- VIII. Committee Appointments
- IX. Village President’s Report
- X. Village Manager’s Report
- XI. Adjournment

  
Jill Kenda-Lubetski, Village Clerk  
May 16, 2013

**BROWN DEER VILLAGE BOARD  
MAY 6, 2013 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: Baker, Boschert, Oates, Schilz, Springman, Weddle-Henning

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Nathan Piotrowski, Community Development Director; Steven Rinzel, Police Chief; Robert Whitaker, Fire Chief; Jamie Berg, Health Officer; Brad Simerly, Registered Sanitarian; Susan Hudson, Deputy Treasurer/Comptroller

**II. Pledge of Allegiance**

**III. Persons Desiring to be Heard**

**A) Brown Deer Junior Woman's Club Representatives**

Erin Epping and Dorothy Protz, representatives from the Brown Deer Junior Woman's Club, appeared to distribute donations that were raised for the various departments. Their efforts were recognized with a round of applause.

**IV. Consideration of Minutes: April 15, 2013 – Regular Meeting**

*It was moved by Trustee Oates and seconded by Trustee Schilz to approve the minutes from the April 15, 2013 - Regular Meeting. The motion carried unanimously.*

**V. Unfinished Business**

None.

**VI. New Business**

**A) Resolution No. 13-09, "A Resolution Commending Stanley "Stan" Kass as Brown Deer Citizen of the Year"**

President Krueger presented the resolution by reading off the long list of accomplishments and supporting efforts of Stan. A standing ovation was given to recognize all that Mr. Kass has done for the Village.

*It was moved by President Krueger and seconded by Trustee Baker to approve Resolution No. 13-09, "A Resolution Commending Stanley "Stan" Kass as Brown Deer Citizen of the Year. The motion carried unanimously.*

**B) Presentation by the Department of Transportation - Hwy 100 and Green Bay Road**

Dewayne Johnson, Southeast Director for the Wisconsin Department of Transportation (DOT), noted the conversation that recently took place between the Village and State officials pertaining to the design of the intersection for Hwy 100 and Green Bay Road. The purpose of his presence at the meeting was to take comments from the Village Board and Staff, and for them also to look at other alternatives for the intersection. Project Manager, Tom Laczano, presented the current status of the project, which is at 30%.

Mr. Hall brought up the idea of an at-grade Continuous Flow intersection compared to the alternative interchange intersection proposed by the DOT, and continued to comment on the different alternatives for the intersection. He recognizes that even though an at-grade intersection, whether it be a traditional intersection or continuous flow, may cause more accidents, but feels the advantages of at-grade outweigh the increased safety concerns. Mr. Piotrowski summarized the talking points staff prepared to address the advantages of an at-grade intersection.

Trustee Schilz commented on the listening sessions that took place during the preliminary stage of the project and noted a number of comments were made from the public and elected officials supporting the at-grade option. He reiterated Mr. Hall's and Mr. Piotrowski's comments about the advantages of an at-grade intersection.

Trustee Weddle-Henning inquired about different alternatives for the intersection from the DOT and that the two sides could possibly come to agreement on an alternative. She continued to address the cost difference between an at-grade intersection and an interchange intersection.

Trustee Boschert noted the difficulties coming out of the Original Village neighborhood and on to either Green Bay or Brown Deer Roads. Specifically the traffic flow during high traffic periods creates for an unusually long wait time if coming from the Original Village. He continued to address the issue of increased traffic going into the Original Village once the Streetscaping Project is complete. Trustee Springman echoed the comments of the Board Members and Staff.

Mr. Johnson thanked everyone for their comments and will reflect on them with his staff. President Krueger asked that Mr. Johnson's staff keep an open mind when considering intersection options.

Trustee Boschert clarified his comments about increased traffic entering the Original Village area and not a general increase in traffic on Green Bay and Brown Deer Roads.

### **C) Appointment of Interim Village Treasurer/Comptroller**

Mr. Hall reported that since Bridget Souffrant has left the Village as Treasurer/Comptroller, Deputy Treasurer/Comptroller Susan Hudson has been fulfilling the role on an interim basis. He would like to recognize her for her additional responsibility with an additional three dollars an hour raise in pay until someone is hired for the position. Ms. Hudson has fulfilled all the qualifications to become a certified Treasurer and will receive the physical certification in September.

*It was moved by President Krueger and seconded by Trustee Springman to appoint Susan Hudson as Interim Village Treasurer/Comptroller. The motion carried unanimously.*

### **D) North Shore Health Department License and Fee Modifications**

Ms. Berg reported that the North Shore Health Department is responsible to inspect all restaurants, swimming pools for all the North Shore communities and charges every entity the cost for inspection. Mr. Simerly addressed the Village Board with the fees and noted he is proposing a three percent increase in fees, which is comparable to the surrounding communities. These fees have not been changed in two years and are increasing to maintain services and cover program costs. Other services have been evaluated and some fees have been modified, added, or removed accordingly.

Trustee Baker inquired into the differences between the complexities of restaurants. Mr. Simerly responded that they are categorized based on the food prepared. Trustee Weddle-Henning clarified that fees have typically been changed every two years.

Trustee Baker inquired about fees relating to the Farmer's Market. Mr. Simerly responded and listed all the fees associated with the Farmer's Market.

A general discussion ensued regarding the North Shore Health Department's fees.

*It was moved by Trustee Boschert and seconded by Trustee Weddle-Henning to approve the North Shore Health Department's License and Fee Modifications. The motion carried unanimously.*

#### **E) Amendment to the Bradley Crossing 60, LLC Operational Development Agreement**

Mr. Piotrowski reviewed the amendment and explained two signs were added to help direct traffic. However, one has encroached into a required setback and a second sign was added when only one was allowed. Staff feels both the encroachment and second sign are needed to help direct traffic and distinguish the apartment/community center from the retail project.

*It was moved by Trustee Schilz and seconded by Trustee Baker to approve the Amendment to the Bradley Crossing 60, LLC Operational Development Agreement. The motion carried unanimously.*

#### **F) Amendment to the Deerwood Crossing Supplemental Operational Development Agreement**

Mr. Piotrowski reviewed his memo and explained that as the project progressed through approvals, the Building Board reviewed the percentage of masonry that was part of the project. Multi-family projects are required to have at least 50 percent masonry; however, the first two phases have been approved for less and he is requesting to have only 41 percent masonry to be consistent with the other two phases. Adequate amounts of durable materials are being used and all changes have been approved by the Building Board.

Trustee Baker inquired about the percentage of durable material being used. Mr. Piotrowski responded that two ends of the building have been added with a large amount of masonry, bringing the total amount of masonry of the project near 47 percent. Trustee Weddle-Henning commented on the large amount of quality durable material with the project.

Mr. Piotrowski added that the developer is asking to reduce the amount of parking spaces from 211 to 134. He feels this is appropriate for the complex. A brief conversation ensued.

*It was moved by Trustee Weddle-Henning and seconded by Trustee Springman to approve the Amendment to the Deerwood Crossing Supplemental Operational Development Agreement including the reduction of onsite parking spaces from 211 to 134. The motion carried unanimously.*

### **VII. Committee Appointments/Trustee Assignments**

Trustee Baker commented that he would like to see applicants be required to fill-in the "Optional additional information" section, in order to know a little more about the applicant.

*It was moved by President Krueger and seconded by Trustee Boschert to approve the list of, including amended, of citizen appointments to Village Committees, Commissions and Boards. The motion carried unanimously.*

### **VIII. Village President's Report**

Village President Krueger reported on the following:

North Shore Fire Department meeting with Rob Hanken

Residency requirements  
Meeting with Representative Dan Knodl

**IX. Village Manager's Report**

Village Manager reported on the following:

Conversion to automatic deposits  
Brian Williams-Van Klooster, the new Library Director, will start May 28th  
The Capital Improvement Program review will be moved back to July  
Email addresses for Village Board members

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

- (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to discuss the implications of the Lowe's termination agreement.
- (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Review of Mr. Willis's report on the Haughton case with legal counsel.

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 7:53 p.m. The motion carried unanimously.*

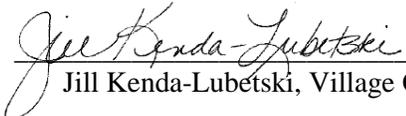
*It was moved by Trustee Springman and seconded by Trustee Baker to reconvene into Open Session at 8:44 p.m. The motion carried unanimously.*

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

No action was taken.

**XII. Adjournment**

*It was moved by Trustee Baker and seconded by Trustee Schilz to adjourn at 8:45p.m. The motion carried unanimously.*

  
\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk



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## MEMORANDUM

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CLIENT-MATTER: 017340-0004

**TO:** File  
**FROM:** Alan Marcuvitz  
**DATE:** May 7, 2013  
**SUBJECT:** Lowe's

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There will be a formal Termination Agreement ready for consideration by CDA May 15, 2013 and Village Board on May 20.

The Termination Agreement calls for Lowe's payment of \$1,250,000 at the closing of the Wal-Mart purchase of the property.

Under current agreement, Lowe's has an absolute right to sell to Wal-Mart without Village approval, and to meet its financial obligation to the Village by making up the difference between what Wal-Mart will pay and what Lowe's would have paid, making annual payments until enough surplus has built up in the account to cover all remaining unpaid bond payments, both Principal and Interest. As scheduled, that would occur in 2018, when the surplus account is within \$86,315 of being equal to the remaining bond payments, and Lowe's would simply pay the \$86,315 and be done.

Under the proposed Wal-Mart value guarantee standing alone, which is lower than the Lowe's guarantee, the surplus account in 2018 will not be \$86,315 short, it will be \$1,198,234 short.

Under the negotiated deal with Lowe's, we would not only get the \$1,198,234, we will get an additional \$51,766 (which will cover all Village expenses). Not only will we get \$1,250,000 from Lowe's eventually, we will get it now – up front.

AM:ly

017340-0004\12904313.1

## TERMINATION OF THE LOWE'S AGREEMENTS

THIS TERMINATION AGREEMENT ("Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Village of Brown Deer, Wisconsin ("Village") and the Community Development Authority of the Village of Brown Deer, Wisconsin ("CDA"), collectively referred to herein as "Brown Deer" and Lowe's Home Centers, Inc. ("Lowe's") (individually, each of the foregoing is a "Party" and collectively, the "Parties.")

### RECITALS

WHEREAS, Brown Deer desires to encourage development, eliminate blight and prevent blight within the Village; and

WHEREAS, for these purposes, Village has created Tax Incremental District No. 3 ("TID No. 3") pursuant to Wisconsin Statutes, and

WHEREAS, for these purposes, Brown Deer has also established a Redevelopment District #2 (the "R.D.") pursuant to Wisconsin Statutes; and

WHEREAS, Lowe's acquired an approximately 11.05 acre site at 6140-6300 West Brown Deer Road within TID No. 3 and the R.D., now identified as Tax Key number 0300109 and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Lowe's redeveloped the Property as a 150,000 square foot home improvement store and garden center under a TID Redevelopment Agreement made as of June 14, 2005, recorded with the Milwaukee County Register of Deeds Office on June 15, 2006 as Doc. No. 09253832, and various ancillary agreements described below (collectively the "Lowe's Agreements"); and

WHEREAS, under the TID Redevelopment Agreement, CDA provided financial support to Lowe's in the total amount of Two Million Four Hundred Thousand Dollars (\$2,400,000) (the "CDA Payments"); and

WHEREAS, under the TID Redevelopment Agreement, Brown Deer issued bonds to make the CDA Payments; and

WHEREAS, under the TID Redevelopment Agreement, the debt service on the bonds was to be repaid from incremental TIF Revenues; and

WHEREAS, under the TID Redevelopment Agreement, Lowe's undertook certain obligations to Brown Deer regarding the guarantee of incremental TIF Revenues and the repayment of the bond debt service; and

WHEREAS, under the TID Redevelopment Agreement, in the event Lowe's were to sell the Property to a third party during the term of the Agreement, Lowe's would have various options regarding its obligations to Brown Deer; and

WHEREAS, the TID Redevelopment Agreement provided that it shall continue until the date all bonds issued for the CDA Payments to Lowe's have been paid in full; and

WHEREAS, Lowe's has closed the home improvement and garden center on the Property and the store is vacant; and

WHEREAS, Lowe's has a contract to sell the Property to Wal-Mart for use of the Property as a Wal-Mart store; and

WHEREAS, Lowe's seeks to terminate the Lowe's Agreements; and

WHEREAS, Brown Deer has determined that sale and reuse of the Property will serve to encourage development and to eliminate and prevent blight within the Village, and is in the best interests of the Village and its residents, and that the economic vitality of TID No. 3 is essential to the economic health of the Village.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other, as follows:

**ARTICLE I  
CONDITIONAL APPROVAL**

Brown Deer grants approval to terminate the Lowe's Agreements, upon the following conditions, terms and provisions:

1. This Agreement shall have no force or effect unless and until:
  - a) Wal-Mart has submitted, and Village has approved:
    - (1) Site plan for the Property, as proposed to be redeveloped.
    - (2) Landscape plan for the Property, as proposed to be redeveloped.
    - (3) Architectural plan, including garden center, trash enclosures and recycling area for the Property, as proposed to be redeveloped.
    - (4) Sign plan for the Property, as proposed to be redeveloped.
    - (5) Outdoor lighting plan for the Property, as proposed to be redeveloped.
  - b) Wal-Mart has submitted, and Village has approved, a Plan of Operations permitting the redevelopment of the Property into an approximately 150,000 sq. ft. Wal-Mart store and related improvements, to be used for a general merchandise store, a full service grocery store, with liquor department and a pharmacy.
  - c) Wal-Mart and Brown Deer have approved a Redevelopment Agreement.
  - d) Wal-Mart has completed the purchase of the Property.

- e) Compliance with the terms of this Agreement.

## **ARTICLE II PAYMENT**

Lowe's hereby agrees to pay to Brown Deer the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) as complete reimbursement for the unpaid bond debt service and other obligations of Lowe's under the TID Redevelopment Agreement. Such payment shall be made contemporaneously with the closing of Wal-Mart's purchase of the Property.

## **ARTICLE III TERMINATION**

Upon receipt of the payment of the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) pursuant to Article II above, the Lowe's Agreements will terminate and be null and void and of no force or effect and the Property will be released from any and all provisions contained in the Lowe's Agreements. The Lowe's Agreements are hereby defined as the following:

- 1) The TID Redevelopment Agreement made as of June 14, 2005, recorded with the Milwaukee County Register of Deeds Office on June 15, 2006 as document no. 09253832;
- 2) The Lowe's Home Centers, Inc., Operational Redevelopment Agreement dated September 13, 2005, recorded with the Milwaukee County Register of Deeds Office on June 15, 2006 as document no. 09253030;
- 3) The Lowe's Home Centers, Inc., First Amendment to Operational Redevelopment Agreement dated November 20, 2006 and recorded with the Milwaukee County Register of Deeds Office on February 6, 2007 as document no. 09381264;
- 4) The Lowe's Home Centers, Inc., Corrected First Amendment to Operational Redevelopment Agreement dated November 14, 2007 and recorded with the Milwaukee County Register of Deeds Office on December 10, 2007 as document no. 09533184;
- 5) The Conditional Use Permit, garden center for the retail sale of nursery stock and bulk retail storage, recorded with the Milwaukee County Register of Deeds on June 13, 2008 as document no. 09612853.

This termination of the Lowe's Agreements also terminates any obligation of Brown Deer to Lowe's.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

LOWE'S HOME CENTERS, INC.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE VILLAGE OF BROWN DEER

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

VILLAGE OF BROWN DEER, WISCONSIN

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Village Manager



## LIST OF EXHIBITS

Exhibit A      Legal Description of Property

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## MEMORANDUM

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CLIENT-MATTER: 017340-0004

**TO:** File  
**FROM:** Alan Marcuvitz  
**DATE:** May 7, 2013  
**SUBJECT:** Wal-Mart

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There will be a Redevelopment Agreement ready for consideration by CDA May 15, 2013 and Village Board on May 20.

The proposed Wal-Mart Agreement is conditioned upon all aspects of the Wal-Mart approval process being completed and Wal-Mart purchasing the property.

Wal-Mart is making an eleven million dollar value guarantee.

All operational aspects of the redevelopment will be contained in a separate operational agreement.

AM:ly

017340-0004\12903922.1

## WALMART REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is made by and between the Village of Brown Deer (“Brown Deer”), a municipal corporation and political subdivision of the State of Wisconsin, located in Milwaukee County, the Community Development Authority of the Village of Brown Deer, Wisconsin (“CDA”), (collectively the “Village”) and Wal-Mart Real Estate Business Trust (“Wal-Mart”).

### WITNESSETH:

WHEREAS, Wal-Mart has contracted to purchase from Lowe’s Home Centers, Inc. (“Lowe’s”) certain real estate including approximately 11.05 acres and all improvements located at 6300 West Brown Deer Road and including a former approximately 150,000-square-foot home improvement store and related improvements, all as described on the attached Exhibit A (collectively, the “Property”); and

WHEREAS, Wal-Mart seeks to redevelop the Property into an approximately 150,000-square-foot Walmart store and related improvements, to be used for a general merchandise store, a full service grocery store, with a liquor department and a pharmacy; and

WHEREAS, the Property is zoned B3 commercial district, established to accommodate a wide range of specialized commercial business uses, including highway-oriented service, such as clothing, dry goods, furniture, garden and patio, office supplies, hardware, sporting goods and toy stores and pharmacies;

WHEREAS, Lowe’s and Village entered into a TID Redevelopment Agreement made as of June 14, 2005, recorded on June 15, 2006 as Doc. No. 09253832, and various ancillary agreements (the “Lowe’s Agreements”). Certain obligations of Lowe’s remain outstanding under the Lowe’s Agreements; and

WHEREAS, Wal-Mart and Lowe’s seek to terminate the Lowe’s Agreements;

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

### CONDITIONAL APPROVAL:

Village grants approval to Wal-Mart to redevelop the Property into an approximately 150,000 sq. ft. Walmart store and related improvements, to be used for a general merchandise store, a full service grocery store, with liquor department and a pharmacy (“Uses”) and to terminate the Lowe’s Agreements, upon the following conditions, terms and provisions:

1. This Agreement shall have no force or effect unless and until:
  - a) Wal-Mart has submitted, and Village has approved:
    - (1) Site plan for the Property, as redeveloped.
    - (2) Landscape plan for the Property, as redeveloped.
    - (3) Architectural plan, including garden center, trash enclosures and recycling area for the Property, as redeveloped.
    - (4) Sign plan for the Property, as redeveloped.
    - (5) Outdoor lighting plan for the Property, as redeveloped.
  - b) Wal-Mart has submitted, and Village has approved, a Plan of Operations permitting the aforesaid Uses for the Walmart store.
  - c) Lowe's has submitted, and Village has approved, a Termination Agreement for the Lowe's Agreements.
  - d) Wal-Mart has completed the purchase of the Property.

## SECTION I

### CONSTRUCTION:

Wal-Mart agrees that all plans shall require final approval by Village Staff, including Village Community Development Director, Village Building Inspector or Village Engineer, as applicable, before any plans can be implemented. Implicit in this covenant is the right of the Village to require additional data and plan revisions, not inconsistent with applicable ordinances, or requests by required boards and committees. Such approval shall not be unreasonably withheld, conditioned, or delayed. Village Staff must be satisfied that the specific conditions to the plans for the Walmart store, as adopted by Village, are met.

1. Building Code Compliance. All proposed architectural plans are subject to review and approval by the Village Building Inspector for compliance with all building codes.
2. Governmental Permits. Copies of any letters of review or permits required by any federal, state or county regulatory agency or other governmental agency shall be submitted to Village.

3. Compliance with Ordinances. Wal-Mart shall comply with all applicable Village ordinances during all renovation and construction by Wal-Mart, its successors or assigns on the Property.
4. Easement Documents. Prior to commencement of construction, Wal-Mart shall provide the Village Manager fully executed easements, as reasonably required by the Village Community Development Director, such as utility easements benefiting the Property.
5. Off-Property Costs and Improvements. Wal-Mart shall pay all costs for improvements and perform any work off the Property required by any imposition or requirement of any governmental body, including Village, or any public utility. At this point, no significant off the Property work is anticipated.
6. Restrictive Covenants Prohibited. Other than this Agreement or as expressly authorized by Village, neither Wal-Mart nor its successors or assigns may record with the Milwaukee County Register of Deeds any covenant limiting or restricting the use of the Property or any portion of the Property. This prohibition does not apply to the recording of utility, access, storm water, parking or similar easements.

## SECTION II

### VALUE GUARANTY:

It is acknowledged that at least \$11,000,000 shall be invested in the Walmart store on the Property. It is intended that the real property tax assessment of the Property on January 1 of the year following the completion, renovation and construction of the Walmart store shall reflect such initial investment. Applying the assessment ratio to the assessment of the Property in such year shall set the floor fair market value ("Floor Value"). Wal-Mart, its successors or assigns and any other owner, tenant or occupant of the Property hereby agree that in the future, the fair market value as reflected in the assessment will not fall below the Floor Value. Wal-Mart, its successors or assigns and any other owner, tenant or occupant of the Property agree not to object to, challenge or seek a reduction in the real property tax assessment of the Property which is at or below the Floor Value.

### SECTION III

VACANCY CONDITIONS: The following conditions shall apply in the event that Walmart vacates 20,000 square feet or more of the Walmart store on the Property, and such store space remains vacant for sixty (60) consecutive days or more.

1. Within 30 days thereafter, Wal-Mart will submit to Village for approval by the Village Manager: (a) a plan addressing security, maintenance, appearance and signage, and; (b) a plan addressing marketing and re-tenanting efforts.
2. Periodic updates shall be provided to the Village at least every 90 days thereafter.

### SECTION IV

AMENDMENTS:

This Agreement may not be rescinded, modified or amended, in whole or in part, except by mutual written agreement of the parties hereto, or their successors or assigns.

### SECTION V

SEVERABILITY OF PROVISIONS:

If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

### SECTION VI

MEDIATION OF DISPUTES REQUIRED:

Prior to litigation, and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will thereafter be required to agree to alternative dispute resolution, if ordered by the Court.

## SECTION VII

### REMEDIES:

1. In the event of any party's default which is not cured within thirty (30) days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, any of the parties shall have the following specific rights and remedies:
  - a) With respect to matters that are capable of being corrected by the non-defaulting party, the non-defaulting party may, at its option, correct the default and the non-defaulting party's reasonable costs in correcting the same, plus interest as provided in Section 3 below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;
  - b) Injunctive relief;
  - c) Action for specific performance; and;
  - d) Action for money damages.
2. **Reimbursement.** Any amounts expended by the non-defaulting party in enforcing this Agreement, including reasonable attorney fees, together with interest at the rate provided in Section 3 below, shall be reimbursed or paid to the non-defaulting party. If the defaulting party is Wal-Mart or its successors or assigns, such amounts expended by the Village shall constitute a lien against the Property until such amounts are reimbursed or paid to the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
3. **Interest.** Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party at the prime rate of interest as established from time to time by U.S. Bank N.A. plus two percent (2%) per annum, from the date of default until the date of reimbursement in full with accrued interest.
4. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
5. **Failure to Enforce Not Waiver.** Failure to enforce any provision contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

## SECTION VIII

### FORCE MAJEURE:

As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of God or the elements, governmental action, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. The term "Force Majeure" shall not include depressed market or economic conditions. No party to this Agreement shall be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

## SECTION IX

### BINDING EFFECT:

This Agreement shall be binding upon the parties hereto and their successors and assigns. It is acknowledged that Wal-Mart may assign all or portions of its rights and obligations to its affiliates.

## SECTION X

### TERMINATION OF LOWE'S AGREEMENT:

The parties acknowledge that certain consideration for Wal-Mart's execution of this Agreement is termination of the Lowe's Agreements and release of the Property from any and all provisions contained in the Lowe's Agreements. If this Agreement shall take effect in accordance with its provisions, Village represents and warrants that the Lowe's Agreements have been terminated, are null and void and of no force or effect and that the Property has been released from any and all provisions contained in the Lowe's Agreements. The Village and CDA agree to execute and deliver to Wal-Mart any additional documents reasonably requested by Wal-Mart to confirm and/or implement the terms and content of this Section X.

NOW, THEREFORE, in consideration of the terms, acknowledgments, understandings and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby memorialize their understandings, acknowledgments, and agreements as aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

**WAL-MART:**

WAL-MART REAL ESTATE  
BUSINESS TRUST

\_\_\_\_\_, 2013.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARKANSAS )

: SS

BENTON COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above-named \_\_\_\_\_, the \_\_\_\_\_ of Wal-Mart Real Estate Business Trust, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said trust, by its authority.

\_\_\_\_\_  
Notary Public, State of Arkansas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_





EXHIBIT A  
THE PROPERTY

017340-0004\12757398.2



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board Michael Hall, Village Manager
<b>ITEM DESCRIPTION:</b>	Establishment of Public Hearing for Assessment of Culvert and Driveway Approach costs for 2013 Ditch Rehabilitation Projects
<b>PREPARED BY:</b>	Larry C. Neitzel, Supt. of Public Works
<b>REPORT DATE:</b>	May 20, 2013
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	Pass attached resolution for a Public Hearing for the levying of special assessments for the 2013 Ditch Rehabilitation Project.
<b>EXPLANATION:</b>	<p>In 2001 the Village Board held public hearings for input on the proposed "Drainage Ditch Rehabilitation Policy" prior to its adoption. On May 21, 2001 the Village Board adopted the policy by resolution No. 01-08.</p> <p>The policy requires that the <b>net cost</b> of culvert and driveway approach replacements, required by the rehabilitation of roadside ditches, be assessed against the benefiting property. This was included in the policy since the culvert and driveway approach are owned by the adjacent property and would be totally paid by the property owner when replaced. Each culvert and driveway approach would be reviewed and a depreciated value determined and credited towards the replacement cost. The policy also states that the assessment will be conducted in accordance with State Law.</p> <p>State Law requires that a public hearing be conducted for public input prior to the levying of a special assessment. Notice of this hearing will be mailed to the owner of each property that would be affected by the project and may receive a special assessment.</p> <p>Attached is the draft resolution for the for the final engineer's report and for the public hearing required for the levying of special assessments.</p>

In the Matter of the Special Assessment of  
Culvert and Driveway Approach Costs of the  
2013 Ditch Rehabilitation Project

Preliminary Resolution No. 13 - \_\_\_\_

WHEREAS, the Village of Brown Deer, adopted Resolution 01-08 establishing the Ditch Rehabilitation Policy for the improvement of storm water drainage swales along Village streets; and

WHEREAS, the section of the Policy REPLACEMENT OF EXISTING DRIVEWAY APPROACH AND CUVERT states "The net cost of the new culvert and driveway approach shall be assessed against the affected property in accordance with Wisconsin State Law."; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Brown Deer that the installation of new culverts and driveway approaches in that area of the Village hereinbefore described is necessary and that it is the intention of the Village Board to exercise its police and taxing powers under sec. 66.0703 Wis. Stats., for the purpose of installing these improvements and levying a special assessment against the property which will be benefited by the installation of the improvements.

BE IT FURTHER RESOLVED that the Village Manager is hereby directed to prepare a report to be filed in the office of the Village Clerk, said report to consist of the following:

1. The (preliminary or final) plans and specifications for the installation of the improvements;
2. An estimate of the entire cost of the proposed improvement;
3. A schedule of the proposed assessments against each parcel of real estate which will be benefited; and
4. A statement that the properties against which the assessments are proposed will be benefited.

BE IT FURTHER RESOLVED that upon receipt of the report, the Village Clerk shall cause notice to be given of a public hearing before the Village Board upon said report.

BE IT FURTHER RESOLVED that the entire costs of the installation of the new culverts and driveway approaches improvements shall be levied against the real estate benefited as a special assessment tax, and that, after conducting a public hearing upon said report, or upon the filing of a signed waiver of public hearing and consent to the levy of the special assessment tax signed by all owners of lands affected, the special assessment tax shall be paid in the manner then determined by the Village Board of the Village of Brown Deer.

BE IT FURTHER RESOLVED that the Village Superintendent of Public Works is hereby authorized to advertise for bids upon a contract to be let for the installation of the new culvert and driveway approach improvements.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 20th day of May, 2013.

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

Countersigned:

\_\_\_\_\_  
Jill Kenda-Lubetski, Village Clerk

For publication

Brown Deer Herald: May/June \_\_, 2013

In the Matter of the Special Assessment of  
Culvert and Driveway Approach Costs of the  
2013 Ditch Rehabilitation Project

**Notice of Public Hearing**

TO ALL WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE that on the 20th day of May, 2013, the Village Board of the Village of Brown Deer adopted a preliminary resolution declaring its intention to install new culvert and driveway approach to serve properties located along N. 38<sup>th</sup> Street (8000-8400 Blocks) in the Village of Brown Deer, and has directed the Village Manager to submit a report on said project.

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

1. Plans and specifications for the installation of the said culvert and driveway approach.
2. An estimate of the entire cost of the installation of said culvert and driveway approach.
3. A schedule of the proposed assessments against each parcel of real estate, which will be benefited by the said culvert and driveway approach.
4. A statement that the properties against which the assessments are proposed will be benefited by the installation of said culvert and driveway approach.

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

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

PLEASE TAKE FURTHER NOTICE that a public hearing will be held before the Village Board of the Village of Brown Deer on Monday, June 17, 2013, at 6:30 p.m. at the Brown Deer Village Hall, 4800 West Green Brook Drive, Brown Deer, Wisconsin. The purpose of the public hearing is to record and allow the receipt of public comment on the proposed special assessments for the 2013 Ditch Rehabilitation Project

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

DATED this 20th day of May 2013.

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

\_\_\_\_\_  
Jill Kenda-Lubetski,  
Village Clerk

For publication  
Brown Deer Herald: June \_\_, 2013



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board Michael Hall, Village Manager
<b>ITEM DESCRIPTION:</b>	NR216 Annual Report
<b>PREPARED BY:</b>	Larry C. Neitzel, Supt. of Public Works
<b>REPORT DATE:</b>	May 15, 2013
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	Review and comment on the WPDES 2013 Annual Report for the Activities of 2012 at the Village Board meeting of June 3, 2013.
<b>EXPLANATION:</b>	<p>The Village of Brown Deer submitted a joint application with the other North Shore communities for a Wisconsin Pollutant Discharge Elimination System (WPDES) Permit to the Wisconsin Department of Natural Resources in accordance with State Statutes and Chapter NR216. On March 1, 2007 the Village of Brown Deer in conjunction with the City of Glendale, Villages of Bayside, Fox Point, River Hills, Shorewood and Whitefish Bay (referred to as the North Shore Group) was reissued a Wisconsin Pollutant Discharge Elimination System Permit No. WI-S061565-2 from the Wisconsin Department of Natural Resources. Part II - I. <u>Annual Report</u> of said WPDES Permit requires the submittal of an annual report to the Wisconsin Department of Natural Resources for its review to determine progress on the implementation of the storm water management program and compliance with the conditions of the North Shore Group WPDES Permit.</p> <p>The minutes of the Village Board review are the Village's proof of compliance with the public review requirement of the permit and NR216.</p>

**MINUTES OF THE MEETING OF THE  
BROWN DEER BUILDING BOARD  
HELD AT THE VILLAGE HALL –  
4800 WEST GREEN BROOK DRIVE  
ON MONDAY, May 6th, 2013**



The meeting was called to order at 4:07 p.m.

**I ROLL CALL**

Present: Lavern Nall, Rory Palubiski, Tony Snow, Andrea Weddle-Henning,

Excused: Tony Enea

Also Present: Shelley Gorman, Bldg. Insp. Assist; Nate Piotrowski, Community Development Director, Jennifer Jambor-Raninen – Modus Design, Mr. Daniel Schilling of Alpha Neonx & Mr. Peng Gao - owner of Iron Plate Café, Mr. Gile Tojek - resident, and Mr. Bill Fine - resident.

**II PERSONS DESIRING TO BE HEARD**

None

**III CONSIDERATION OF MINUTES**

*It was moved by Mr. Snow and seconded by Mr. Palubiski to approve the March 4, 2013 minutes. The motion carried unanimously.*

**IV OLD BUSINESS**

Sprint / Universal Wireless Signage: Nate Piotrowski explained what is currently going on with the change in property management and trying to work on correcting the signage issues. BB agrees.

**V PLANS SUBMITTED FOR CONSIDERATION**

The following items were on the Agenda for review:

- A. Modus Design Owner Jennifer Jambor-Raninen – Building renovation & signage – 8759 N. Deerwood Dr.
- B. Alpha Neonx – Iron Plate Café signage – 9070 N. Green Bay Rd
- C. Gile Tojek – Residential master bath extension – 9561 N. 65<sup>th</sup> St
- D. Bill Fine – Residential garage extension & update exterior – 8137 N. 44<sup>th</sup> St

**Modus Design – Building renovation & signage**

Owner Jennifer Jambor-Raninen introduces herself. Nate Piotrowski explains to the board that she purchased an old garage property in the old village that was owned by the Village.

Jennifer explains the concept and renderings that were provided. She explains that the renderings are not an exact replication of what is going to be there and tried to explain to the best of her ability. Also missing were all 4 elevations of the entire building. Jennifer did not have any samples or specs on the different materials that were going to be used on the exterior. Jennifer and the board tried to go thru the drawings regarding the eyebrow material, side door, actual colors, gutters, lighting under the canopy, sign and up lighting for sign, etc..., but they were incomplete and not a true representation of what the final look will be.

Chairman Nall and Rory Palubiski said that they would like to have a better representation of what is actually going to be done and what materials, colors and textures are actually going to be used. They also require having all 4 elevations of the building in a current rendering to approve.

The Board required a re-submission of all design drawings with the correct information and material samples.

**Alpha Neonx - Iron Plate Café signage**

Mr. Daniel Schilling of Alpha Neonx & Mr. Peng Gao - owner of Iron Plate Café, introduces themselves. The Board reviewed the sign renderings presented.

Mr. Rory Palubiski asked if the signs were illuminated. Response was yes with LED lights. Rory wanted clarification of the color red to find out if it is neon red. Response was that it is the same color as the Pick-n-Save Red on the other buildings.

The Board inquired about the raceway color. Response was it is Pantone 4625U same as Applebee's to match the brick as closely as possible.

Chairman Nall asked where the black is going. Response is that it is a satin black on the sides of the letters. It goes into the letter 1" inch, but only has a small reveal to hold the colored panel in place.

Mr. Tony Snow motions to approve the (3) signs submitted, Ms. Andrea Weddle-Henning seconds the motion and the Board unanimously approves the Iron Plate Café signage submissions.

**Gile Tojek – Residential Master Bath Extension**

Mr. Tojek introduces himself and explains the photographs he has taken of the property and where the extension is going to be placed. The Board reviews the very detailed plans submitted to the Building Dept. and asks about the fascia, hip or gable roof and interior vaulted ceiling. Mr. Tojek explains the details.

Mr. Tony Snow motions to approve the plans submitted, Ms. Andrea Weddle-Henning seconds the motion and the Board unanimously approves the residential master bath extension submission.

**Bill Fine – Residential Garage Extension & Exterior Updates**

Mr. Fine introduces himself and passes out the new updated renderings. The Board agrees they are more complimentary to the house than the original ones submitted.

Rory asks if the overhang is larger on most of the house. Response is it varies. It is smaller and larger all over the house. The colors are Mastic Manufacture - trim: Almond, the 4x4 vinyl siding: Wicker. There is an existing burgundy color but it is being painted the same as the rest of the house for a more cohesive look.

Andrea asked about the color of the garage door. Response: Almond the trim color.

Rory asked about no window on the garage side wall. Response: no. Rory likes the changes and the newer drawings.

Chairman Nall and Rory Palubiski draw in the new changes to the original submitted renderings as well as the new ones to make them both match.

Mr. Rory Palubiski motions to approve the revised drawings by Chairman Nall & himself that were submitted, Mr. Tony Snow seconds the motion and the Board unanimously approves the residential garage extension and exterior updates submission.

**VII ADJOURNMENT**

The meeting was adjourned at **5:07** p.m.

The next regularly scheduled meeting will be May 20, 2013.

*Shelley Gorman*

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

**BROWN DEER BEAUTIFICATION COMMITTEE  
MAY 7, 2013 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Chairperson Sandy Manning at 6:37 p.m.

**I. Roll Call**

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

Also Present: Larry Neitzel, Superintendent of Public Works , Erika Petras, Department of Public Works

**II. Persons Desiring to be Heard**

None.

**III. Consideration of Minutes: April 9, 2013 - Regular Meeting**

*It was moved by Trustee Oates, and seconded by Ms. Cook-Quirk to approve the April 9, 2013 regular meeting minutes. The motion carried unanimously.*

**IV. Review of Submitted Landscape Plans**

None.

**V. Report of Staff/Committee Members**

Mr. Neitzel reported that tree replacements are continuing throughout the Village.

Ms. Petras informed the committee that the GFWC Brown Deer Junior Woman's Club, Inc. had awarded the Beautification committee with a check for \$200 to be used toward the expenses of the committee's various projects. Trustee Oates added that the funds were awarded at the May 6, 2013 Village Board Meeting.

Ms. Manning informed the committee that the Master Gardener's plant sale is on May 18, 2013 at State Fair Park. Mr. Neitzel reminded the committee that the Friends of the Brown Deer Library Plant sale pick up day is also on May 18, 2013.

**VI. Unfinished Business**

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

Ms. Manning informed the committee that she may not be able to attend the event due to work obligations. Ms. Manning provided Ms. Cook-Quirk with information on the 2013 Arbor Day tree, Royal Raindrops Crabapple, to be read at the event. Mr. Neitzel stated that DPW staff were preparing the planting site and would post the banners provided by Ms. Cook-Quirk.

Trustee Oates stated that he would secure a gift card donation from Pick 'N Save for the purchase of refreshments for the event. Trustee Oates also volunteered to purchase the refreshments and bring them on Saturday. Ms. Lieven stated that she would follow up with the Scout Troop to confirm their participation in the flag ceremony. Ms. Lieven also stated that she had 120 coupons from Keep Greater Milwaukee Beautiful to be distributed to volunteers. Ms. Petras informed the committee that Walgreen's had once again donated bottled water, in addition a group of Walgreen's employees would be volunteering for the clean up event. Ms. Cook-Quirk added that she had secured a donation of gloves from the Blood Center of Wisconsin.

Trustee Oates inquired if maps would be available for cleanup areas, Mr. Neitzel confirmed that he would bring maps to the event.

**B) Landscape Awards**

Ms. Lieven distributed the 2013 Brown Deer in Bloom Landscape Awards Program Schedule to the committee members. A discussion ensued regarding the division of judging areas; it was the consensus that areas 1, 2 and 4 would remain as assigned and area 3 would rotate among committee members. Ms. Cook-Quirk volunteered to take area 3 for the first set of judging. Ms. Smith requested a copy of the judging map. Ms. Lieven stated that she would provide Ms. Smith with a map and a list of the previous year's award winners. The first set of awards will be determined at the June 11, 2013 Beautification Committee Meeting.

**D) Emerald Ash Borer/ Urban Forestry Grant**

Mr. Neitzel informed the committee that he met with a representative from M & M Tree Service and will be scheduling treatment of Village trees with BRANDT enTREE, A new ultra-efficient low-pressure tree injection system. Treatment will begin on W. Pierner Place, where trees marked with a green dot will receive the chemical and trees marked with a red dot will most likely be removed. Trustee Oates inquired what the cost of the treatment is; Mr. Neitzel informed him that the cost is \$50 per bottle. Ms. Cook-Quirk asked how long the treatment is effective, Mr. Neitzel stated that the treatment lasts two years and then must be repeated.

**E) Village Code Revisions – EAB/ Disease/Pests; Native Plantings**

Mr. Neitzel stated that this remains a work in progress. This item is tabled until the June meeting.

**VII. New Business**

None.

**VII. Adjournment**

*It was moved by Ms. Cook-Quirk and seconded by Trustee Oates to adjourn. The motion carried unanimously at 7:15 p.m.*

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Erika S. Petras  
Department of Public Works

**BROWN DEER PARK AND RECREATION COMMITTEE  
MAY 7, 2013 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order at 7:00 p.m.

**I. Roll Call**

Present: Richard Goehre, Mike Hawes, Gary Springman, Marie Lieber

Also Present: Chad Hoier, Park and Recreation Director  
Mark Thompson, Recreation Supervisor

**II. Persons Desiring to be Heard**

Noah Freuler presented his Eagle Scout project to the Committee. Noah is building three new lifeguard chairs for the Pond and stringing all the buoys to the ropes for the new swimming configuration.

**III. Consideration of Minutes: April 2, 2013**

*It was moved by Ms. Lieber and seconded by Mr. Hawes to approve the minutes of the April 2, 2013 meeting as presented. The motion carried.*

**IV. Unfinished Business**

**V. New Business**

**A) Update on Junior Baseball and Algonquin Park**

Mr. Hoier informed the Committee that he and Nate Piotrowski, Director of Community Development for the Village had met with representatives from the Brown Deer Junior Baseball Board of Directors. Details discussed at the meeting were upgrades for the Fairy Chasm ball diamonds and representative from Junior Baseball discussed that they have conversation with Milwaukee County Parks about developing new diamonds at Algonquin Park.

Mr. Hoier informed the Committee that he has requested money in the upcoming Capital Improvement Plan to have the diamonds at Fairy Chasm reconditioned with them being re-crowned to improve drainage, removal of lips around the skinned area where turf meets the diamond mix. Mr. Hoier would also like to have both diamonds top dressed.

Mr. Hoier also stated that if it is possible Junior Baseball would like to see an outfield fence installed on the National League diamond.

**B) Update on Facility and Program Registration Software**

Mr. Hoier and Mr. Thompson updated the Committee on the Facility and Program Registration Software that the Department will be switching to later this summer. Participants will now have the abilities to register on-line and pay for programs using credit cards. Comments and questions followed.

**VI. Administrative Report****A) Department Update**

Mr. Hoier distributed the April Department Update prepared by himself and Mr. Thompson. Discussion followed.

Mr. Hoier commented on the preseason work that was in progress at Village Park and Fairy Chasm Park.

Mr. Thompson commented on Pond staffing levels and Youth Program staffing Levels.

**VII. Committee Reports.**

Mr. Springman informed Committee about the ongoing project and developments in the Village.

Mr. Goehre reported on the Senior Citizens Club 2012 Citizen of the Year Ceremony.

Ms. Lieber reported on the Deer Run and the wonderful day the Foundation finally had for the event.

**VIII. Scheduling of Next Meeting**

A) June 4, 2013

Committee agreed to schedule its next meeting for Tuesday, June 4.

**VIII. Adjournment**

Upon proper motion, the meeting was adjourned at 8:45 p.m.

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Chad Hoier, Park and Recreation Director

BROWN DEER TRAFFIC AND PUBLIC SAFETY COMMITTEE

MAY 9, 2013 MEETING MINUTES

HELD AT THE BROWN DEER VILLAGE HALL

4800 WEST GREEN BROOK DRIVE

BROWN DEER, WISCONSIN

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

I. ROLL CALL

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

Also Present: Steven Rinzel, Chief of Police; Daniel Krohn, Lieutenant of Police; Larry Neitzel, Superintendent of Public Works; Nancy Hoppe, Executive Secretary to Chief of Police

II. PERSONS DESIRING TO BE HEARD

Roger Gordon requested two items be put on the agenda for next meeting; the first being the feasibility of the Village of Brown Deer offering a training course in firearms leading to concealed carry and the second consideration of the establishment of Civilian Police Auxiliary. Mr. Kass opined that more of the intersections be reviewed on North Green Bay Road with regards to the bridge/overpass. Mr. Neitzel responded that all the intersections from Brown Deer Road north to Mequon Road have been looked at and the east side, specifically at the intersection of North Deerwood Drive. Mr. Kass stated the roadway inside the Marketplace Shopping Center was a concern; Mr. Neitzel reported that the owners of the Marketplace would need to be contacted for that particular concern. Mrs. Lemke stated some concerns were brought to her attention for roadway crossing on West Bradley Road near the Bradley Crossing complex; Mr. Kass opined that the School District had guidelines for distances that children can walk to/from school by age. Trustee Weddle-Henning also reported that a timed walk signal would be added at the intersection West Bradley Road and North Sherman Boulevard.

### III. CONSIDERATION OF MINUTES: March 7, 2013 Meeting

*It was moved by Mr. Kass, and seconded by Trustee Weddle-Henning to approve the March 7, 2013 meeting minutes. The motion carried unanimously.*

### IV. REPORT OF STAFF/COMMITTEE MEMBERS

Chief Rinzel reported that the new speed trailer is out at this time at the 8100 block of North Grandview Drive. He further stated the Haughton investigation report has been released and it is still being reviewed by staff at this time. Chief Rinzel reported that the 26<sup>th</sup> session of the Brown Deer Citizen's Academy is scheduled to start on Wednesday, September 11, 2013 at 6:30 PM.

### V. OLD BUSINESS

#### A. Parking Concerns – North 51<sup>st</sup> Street at West Green Brook Drive

Lieutenant Daniel Krohn was in attendance to report on the study that was done in the area of North 51<sup>st</sup> Street and West Green Brook Drive. He reported that violations that occurred were dealt with by way of verbal and written warnings and citations. Chief Rinzel reported that Mr. Stammer, the co-owner of the Academy of the Dance Arts had written a letter to Nate Piotrowski in which he asked that the Village provide a parking lot for their facility. Mr. Piotrowski responded to Mr. Stammer in the negative. Mr. Neitzel advised that he also spoke with the property owner and they were advised they would be allowed to put surface gravel in place with a specified timeframe for paving. He stated they did not receive any response from Mr. Stammer.

Discussion on shared parking issues took place and Mr. Neitzel stated all the businesses in the area responded negatively. Discussion of the placement of the "No Parking" signage took place. Trustee Boschert and Mrs. Lemke questioned if the Village was doing their due diligence in providing appropriate lighting in the area. It was the consensus of the committee that appropriate lighting was in place in the area. Mrs. Lemke inquired about "Watch Children" signage; Mr. Neitzel advised that the Village does not implement that type of signage as it is not enforceable and it provides a false sense of security in the area.

*It was moved by Mr. Kass, and seconded by Mr. Wazniak to recommend to the Village Board to approve the proposed changes in Table 62-52(c) of the Village Ordinance affecting the areas of North 51<sup>st</sup> Street at North Green Brook Drive and West Beaver Creek Parkway. The motion carried unanimously.*

### VI. NEW BUSINESS

None.

VII. ADJOURNMENT

*It was moved by Trustee Weddle-Henning and seconded by Mr. Gordon to adjourn at 7:25 PM.  
The motion carried unanimously.*



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Steven C. Rinzel, Chief of Police

Resolution Amending the Village  
Parking Prohibition Table Under  
Section 62-51 (c) of the Village Code  
Pertaining to W Greenbrook Drive and  
N 51<sup>st</sup> Street

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Resolution No. 13-\_\_\_\_\_

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

**NOW, THEREFORE, BE IT RESOLVED**, that parking is prohibited at all times on the south side of W. Greenbrook Drive commencing at North 51<sup>st</sup> Street and ending 233 feet East of North 51<sup>st</sup> Street. Parking is further prohibited at any time on the West side of North 51<sup>st</sup> Street commencing at West Beaver Creek Parkway and ending at West Brown Deer Road. The Village of Brown Deer Table of Parking Restrictions maintained under authority of Section 62-51 (c) of the Village of Brown Deer Code is hereby amended accordingly.

**PASSED AND ADOPTED** by the Village Board of the Village of Brown Deer, this \_\_\_\_\_ day of May, 2013.

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Carl Krueger  
Village President

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Jill Kenda-Lubetski  
Village Clerk

**BROWN DEER LIBRARY BOARD**  
**May 13, 2013 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 5:00 P.M.

**I. Roll Call**

Present: Board President Lutz and Board members: J. Baker, W. Jabas, E. Bennett  
Also Present: Dana Andersen-Kopczyk, Interim Library Director; Michael Hall,  
Village Manager

**II. Persons Desiring to be Heard**

W. Jabas, on behalf of the Brown Deer Woman's Club. She presented Dana Andersen-Kopczyk with a donation for the library to purchase e-readers and e-books for the library to circulate.

**III. Consideration of Minutes: April 15, 2013 – Regular Meeting**  
**April 23, 2013 – Special Meeting**

*It was moved by J. Baker and seconded by W. Jabas to approve the minutes of the April 15, 2013 regular meeting. The motion carried unanimously.*

*It was moved by E. Bennett and seconded by W. Jabas to approve the minutes of the April 23, 2013 special meeting. The motion carried unanimously.*

**IV. Unfinished Business**

There was no unfinished business.

**V. Library Director's Report**

In addition to the Director's written report, the following items were discussed: an update on Bond Proceeds projects, including what projects the remaining funds should be spent on.

**VI. Friends of the Library Report**

The Friends Plant Sale pick-up day is Saturday May 18.

**VII. New Business**

**A) Agreement for Brian Williams Van-Klooster as Library Director**

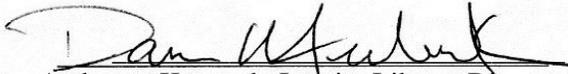
*The Library Board decided to take into consideration new Library Director's years of experience to determine his annual vacation accrual. The Library Board unanimously voted to award his vacation time equivalent to 7 years of service which is equal to three weeks' vacation time annually.*

**B) Consideration of Vouchers**

After discussion, it was moved by J. Baker and seconded by W. Jabas to approve the payment of the March 2013 vouchers. The motion carried unanimously.

**X. Adjournment**

**Next meeting: May 10, 2013.** It was moved by J. Baker and seconded by E. Bennett to adjourn at 5:32 P.M. The motion carried unanimously.

  
Dana Andersen-Kopczyk, Interim Library Director



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## MEMORANDUM

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CLIENT-MATTER: 017340-0001

**TO:** File  
**FROM:** Andrea H. Roschke  
**DATE:** May 7, 2013  
**SUBJECT:** JFS Deerwood Crossing Phase II

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JFS and General Capital have asked for a few weeks' extension on the dates for the Deerwood Crossing Phase II 30 unit addition:

- Change payment date to Village of \$99,500 from June 1, 2013 to July 15, 2013
- Change commencement of construction date from June 1, 2013 to July 15, 2013
- Change occupancy permit receipt date from January 1, 2014 to June 1, 2014  
(note no change to be made in guaranteed value on January 1, 2014)
- Change re-conveyance date upon failure to pay purchase price from June 30, 2013 to July 31, 2013
- Change re-conveyance date upon failure to commence construction from June 30, 2013 to July 31, 2013

017340-0001\12904845.1

**AMENDMENT TO SUBSTITUTE DEVELOPMENT AGREEMENT  
JFS HOUSING, INC. / DEERWOOD CROSSING, PHASE II**

THIS AMENDMENT TO SUBSTITUTE DEVELOPMENT AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Village of Brown Deer, Wisconsin (“Village”), and the Community Development Authority of the Village of Brown Deer, Wisconsin (“CDA”), collectively referred to herein as “Brown Deer,” and JFS Housing, Inc., referred to as “JFS” (individually, each of the foregoing is a “Party” and collectively, the “Parties”) is an amendment to the Substitute Development Agreement JFS Housing Inc./Deerwood Crossing, Phase II made as of December 3, 2012 by and between the Parties.

**RECITALS**

WHEREAS, Brown Deer and JFS have entered into a series of agreements regarding the redevelopment of certain property located in the Village of Brown Deer culminating in the Substitute Development Agreement JFS Housing Inc./Deerwood Crossing, Phase II made as of December 3, 2012 (the “Agreement”); and

WHEREAS, the Agreement requires amendment to reflect certain dates being changed,

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree that this Amendment to Substitute Development Agreement shall amend the Agreement made as of December 3, 2013, and the Parties agree as follows:

The fourth provision of the **RECITALS** is hereby deleted and the following is substituted:

WHEREAS, for \$99,500 (to be paid by JFS to Brown Deer by July 15, 2013), JFS has purchased from Brown Deer an approximate 1.08 acre site at North Teutonia Avenue and West Bradley Road identified as Tax Key Number 086-8887-005 within TID No. 2 and the R.D. and a 0.699 acre site on West Woodale Avenue identified as Tax Key Number 086-8887-003. JFS also owns Lot 1 of CSM 8149, a portion of which Lot will be incorporated in the development of the Units, all of which is more particularly described on Exhibit A attached hereto (the “Property”); and

...

The following provisions in the body of the Agreement are deleted and the following are substituted:

Section 3.1 (2) is deleted and the following is substituted:

(2) Following receipt of all approvals for the Project, JFS will commence construction by no later than July 15, 2013.

Section 3.1 (3) is deleted and the following is substituted:

(3) JFS shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits for all Units by June 1, 2014

Section 3.4 is deleted and the following is substituted:

Section 3.4 Failure to Pay Purchase Balance. JFS has agreed to pay Brown Deer an additional purchase balance of \$99,500 by July 15, 2013. In the event JFS does not pay the \$99,500 to Brown Deer by July 15, 2013, JFS will re-convey the Property to Brown Deer by July 31, 2013, as the sole remedy of Brown Deer, and thereafter this agreement shall automatically be null and void.

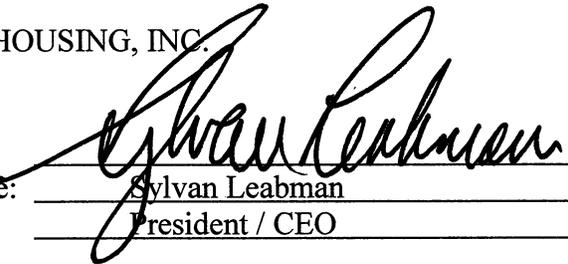
Section 3.5 is deleted and the following is substituted:

Section 3.5 Failure to Commence Construction. JFS has agreed to commence construction by July 15, 2013. In the event JFS does not commence construction activity by July 15, 2013, JFS will re-convey the Property to Brown Deer by July 31, 2013, as the sole remedy of Brown Deer, and thereafter this agreement shall automatically be null and void.

All other provisions of the Agreement remain in full force and effect.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

JFS HOUSING, INC.  
By:   
Name: Sylvan Leabman  
Title: President / CEO

Dated: 5-7-13

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE VILLAGE OF BROWN DEER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Carl Krueger  
Title: Chairperson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Hall  
Title: Executive Director

VILLAGE OF BROWN DEER, WISCONSIN

Dated: \_\_\_\_\_

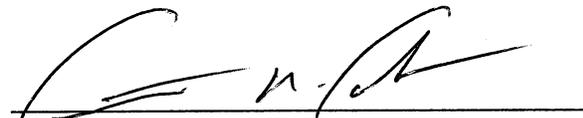
By: \_\_\_\_\_  
Name: Carl Krueger  
Title: President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Hall  
Title: Village Manager

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )        ss.

Personally came before me this 7<sup>th</sup> day of May, 2018, the above-named Sylvan Leabman, the President/CEO, of JFS Housing, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin



My Commission ~~expires:~~ is permanent

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Carl Krueger, the Chairperson of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Michael Hall, the Executive Director of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Carl Krueger, the Village President of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )  
MILWAUKEE COUNTY    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Michael Hall, the Village Manager of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Finance & Public Works Committee packet
<b>PREPARED BY:</b>	Susan Hudson, Interim Treasurer / Comptroller 
<b>REPORT DATE:</b>	May 15, 2013
<b>MANAGER'S REVIEW/COMMENTS:</b>	<p><input type="checkbox"/> No additional comments to this report.</p> <p><input type="checkbox"/> See additional comments attached.</p>
<b>RECOMMENDATION:</b>	Bringing forward the recommendations from FPW
<b>EXPLANATION:</b>	<p>On May 8, 2013, the Finance &amp; Public Works Committee met and discussed the agenda. All agenda items received a positive recommendation and are as follows.</p> <ul style="list-style-type: none"><li>- Purchase of DPW Patrol Truck: <i>recommend to the Village Board to approve the purchase of a replacement DPW patrol truck by the purchase of one 2014 International 7400SFA truck from Lakeside International at a price not to exceed \$82,000.00. The Committee further recommends to the Village Board the approval of the purchase/installation of one dump body/plow/wing/spreader and hydraulic controls to Burke Truck and Equipment at a price not to exceed \$72,000.00. Total for the truck complete is \$154,000.</i></li><li>- 2013 Street Rehab Contract Award: <i>recommend Village Board approval of the award of the 2013 Street Rehab Contract to Payne &amp; Dolan per their bid of April 30, 2013. The estimated contract cost is \$288,839.40 and the addition of Beech Court..</i></li><li>- Engineering Contract Award – N 60<sup>th</sup> St from W Fairy Chasm Rd to W County Line Rd: <i>recommend Village Board approval of the award of the North 60th Street Engineering Contract to Crispell Snyder in the amount of \$84,000.00 contingent upon all parties' execution of the required three party contract.</i></li><li>- Consideration of Vouchers: <i>recommend Village Board approval of the vouchers from March 29, 2013 to April 26, 2013 in the amount of \$732,027.03.</i></li></ul> <p><i>There was a discussion on a new "Top 5" vendor – JPMORGAN. This is our new purchasing card. By using the purchasing card we are issuing one check instead of multiple. Attached is the breakdown of the \$66,439.19. Also was a discussion on the purchase of ammunition by the Police Department – This is their annual purchase.</i></p>

05/15/2013  
 INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER  
 EXP CHECK RUN DATES 04/05/2013 - 04/05/2013  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 VENDOR CODE: 007625

GL Number	Department	Inv. Line Desc	Vendor	Due Date	Amount	Check #
Check 71512					4,930.00	71512
010-000-12-2-00-10	GENERAL GOVT	Accounts Payable-Other	JPMORGAN CHASE BANK I	04/05/13		
010-000-35-2-00-30	GENERAL GOVT	Employee Fund	JPMORGAN CHASE BANK I	04/05/13	158.16	71512
010-140-14-5-45-30	VILLAGE MANAGER	Professional Training	JPMORGAN CHASE BANK I	04/05/13	130.68	71512
010-141-14-5-20-25	PERSONNEL	Employment Services	JPMORGAN CHASE BANK I	04/05/13	380.00	71512
010-142-14-5-30-10	ELECTIONS	Office Supplies, Equip & Exp	JPMORGAN CHASE BANK I	04/05/13	37.89	71512
010-191-14-5-24-10	OTHER GENERAL GOVT	Equipment Maintenance Services	JPMORGAN CHASE BANK I	04/05/13	1,177.55	71512
010-191-14-5-30-10	OTHER GENERAL GOVT	Office Supplies, Equip & Exp	JPMORGAN CHASE BANK I	04/05/13	396.92	71512
010-191-14-5-30-15	OTHER GENERAL GOVT	Postage & Mailing	JPMORGAN CHASE BANK I	04/05/13	451.00	71512
010-195-28-5-39-21	POST EMPLOYMENT	EMPLOYEE WELLNESS BENEFIT	JPMORGAN CHASE BANK I	04/05/13	140.00	71512
010-210-21-5-20-35	POLICE	Technical Services	JPMORGAN CHASE BANK I	04/05/13	950.00	71512
010-210-21-5-24-10	POLICE	Equipment Maintenance Services	JPMORGAN CHASE BANK I	04/05/13	174.97	71512
010-210-21-5-30-10	POLICE	Office Supplies, Equip & Exp	JPMORGAN CHASE BANK I	04/05/13	642.74	71512
010-210-21-5-34-40	POLICE	Employee Recognition	JPMORGAN CHASE BANK I	04/05/13	11.98	71512
010-210-21-5-35-20	POLICE	Vehicle Repair/Maint Supplies	JPMORGAN CHASE BANK I	04/05/13	470.00	71512
010-210-21-5-39-30	POLICE	Investigation Supplies	JPMORGAN CHASE BANK I	04/05/13	84.47	71512
010-210-21-5-39-40	POLICE	Ammunition	JPMORGAN CHASE BANK I	04/05/13	1,340.00	71512
010-313-33-5-37-10	WINTER OPERATIONS	Operations Material & Supplies	JPMORGAN CHASE BANK I	04/05/13	157.41	71512
010-319-33-5-34-35	MUNICIPAL COMPLES	Uniforms/Coveralls	JPMORGAN CHASE BANK I	04/05/13	78.42	71512
010-319-33-5-35-20	MUNICIPAL COMPLES	Vehicle Repair/Maint Supplies	JPMORGAN CHASE BANK I	04/05/13	200.24	71512
010-319-33-5-35-40	MUNICIPAL COMPLES	Equip Repair/Maint Supplies	JPMORGAN CHASE BANK I	04/05/13	500.27	71512
010-361-16-5-23-15	VILLAGE HALL	Building Maint/Repairs	JPMORGAN CHASE BANK I	04/05/13	1,325.03	71512
010-361-16-5-36-10	VILLAGE HALL	Building Supplies	JPMORGAN CHASE BANK I	04/05/13	1,029.60	71512
141-422-41-5-39-70	NSHD	Program Supplies & Expenses	JPMORGAN CHASE BANK I	04/05/13	176.50	71512
151-510-51-5-20-35	LIBRARY	Technical Services	JPMORGAN CHASE BANK I	04/05/13	2,052.00	71512
151-510-51-5-20-40	LIBRARY	Printing Services	JPMORGAN CHASE BANK I	04/05/13	259.86	71512
151-510-51-5-24-10	LIBRARY	Equipment Maintenance Services	JPMORGAN CHASE BANK I	04/05/13	565.98	71512
151-510-51-5-30-10	LIBRARY	Office Supplies, Equip & Exp	JPMORGAN CHASE BANK I	04/05/13	66.84	71512
151-510-51-5-30-15	LIBRARY	Postage & Mailing	JPMORGAN CHASE BANK I	04/05/13	58.58	71512
151-511-51-5-38-15	LIBRARY	Books	JPMORGAN CHASE BANK I	04/05/13	307.09	71512
151-511-51-5-38-20	LIBRARY	Audio/Visual	JPMORGAN CHASE BANK I	04/05/13	358.11	71512
151-511-51-5-38-40	LIBRARY	Library Programming	JPMORGAN CHASE BANK I	04/05/13	225.00	71512
152-520-52-5-37-10	PARK & POND	Operation Materials	JPMORGAN CHASE BANK I	04/05/13	190.12	71512

152-521-52-5-23-20	PARK & POND	Turf Maintenance	JPMORGAN CHASE BANK I	04/05/13	71512	2,967.23
153-000-12-2-00-10	RECREATION	Accounts Payable Year End	JPMORGAN CHASE BANK I	04/05/13	71512	1,080.00
153-547-53-5-80-10	RECREATION	New/Replace Equipment	JPMORGAN CHASE BANK I	04/05/13	71512	13,221.52
160-546-53-5-39-70	VILLAGE GRANT FUND	Program Supplies & Expenses	JPMORGAN CHASE BANK I	04/05/13	71512	88.62
320-000-12-2-00-10	CIP	Accounts Payable-Year End	JPMORGAN CHASE BANK I	04/05/13	71512	4,167.00
320-000-71-5-82-50	CIP	Village Hall - Computer Equip	JPMORGAN CHASE BANK I	04/05/13	71512	368.12
320-000-73-5-81-30	CIP	Public Works Equipment	JPMORGAN CHASE BANK I	04/05/13	71512	560.64
320-000-76-5-82-10	CIP	Building Improvements-Library	JPMORGAN CHASE BANK I	04/05/13	71512	7,715.79
600-614-37-5-35-62	WATER	Maintenance-Main	JPMORGAN CHASE BANK I	04/05/13	71512	7,568.73
600-614-37-5-36-25	WATER	Digger's Hotline Expense	JPMORGAN CHASE BANK I	04/05/13	71512	45.48
600-614-84-1-60-60	WATER	Meters	JPMORGAN CHASE BANK I	04/05/13	71512	1,038.58
610-000-36-5-34-35	STORM	Coveral Services	JPMORGAN CHASE BANK I	04/05/13	71512	39.21
610-000-36-5-35-40	STORM	Equipment Repair/Maint Supplie	JPMORGAN CHASE BANK I	04/05/13	71512	3,297.34
610-000-36-5-82-40	STORM	Capital Outlay-Imp Storm Sewer	JPMORGAN CHASE BANK I	04/05/13	71512	5,104.65
630-000-36-5-34-35	SEWER	Uniforms/Coveralls	JPMORGAN CHASE BANK I	04/05/13	71512	20.57
630-000-36-5-82-45	SEWER	Inflow/Infiltration Control	JPMORGAN CHASE BANK I	04/05/13	71512	128.30
						<u>66,439.19</u>

Fund Totals:

Fund 010 General Fund	14,767.33
Fund 141 NSHD Grant Fund	176.50
Fund 151 Library Fund	3,893.46
Fund 152 Village Park & Pond Fund	3,157.35
Fund 153 Recreation Program Fund	14,301.52
Fund 160 Village Grant Fund	88.62
Fund 320 Capital Improvement Project Func	12,811.55
Fund 600 Water	8,652.79
Fund 610 Storm Water	8,441.20
Fund 630 Sewer	148.87
Total For All Funds:	<u>66,439.19</u>



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board – copy to Finance and Public Works										
<b>ITEM DESCRIPTION:</b>	Purchase of Patrol Truck – CEP – DPW-051										
<b>PREPARED BY:</b>	Larry Neitzel, Supt. of Public Works										
<b>REPORT DATE:</b>	April 30, 2013										
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.										
<b>RECOMMENDATION:</b>	<b>The Committee recommends to the Village Board to approve the purchase of one 2014 International 7400SFA truck from Lakeside International at a price not to exceed \$82,000.00. The Committee further recommends to the Village Board the approval of the purchase/installation of one dump body/plow/wing/spreader and hydraulic controls to Burke Truck and Equipment at a price not to exceed \$72,000.00. Total for the truck complete is \$154,000.00.</b>										
<b>EXPLANATION:</b>	<p>The proposed truck replaces a 13-year-old patrol truck in the Public Works Department. General life for this type of truck is 10 to 12 years. This truck was extended out 1 year due to a better than normal wear.</p> <p>The Department sent notices for proposals to Lakeside International, Monroe T&amp;E, Burke T&amp;E, and Badger Truck after review of surrounding community trucks. Two bids were received for the cab/chassis and two bids were received for the body/controls for the truck.</p> <table><tr><td>Cab/chassis</td><td>Lakeside International</td><td>\$81,861</td><td>Badger Truck</td><td>\$87,788</td></tr><tr><td>Body/Controls</td><td>Burke T&amp;E</td><td>\$71,070.00</td><td>Monroe T&amp;E</td><td>\$76,537</td></tr></table> <p>The delivery for the cab/chassis unit would be 90 to 120 days from order and the body/control would be 90 to 120 days from receiving the cab/chassis unit. That would put delivery of the finished units to the Village in December 2013 to February 2014.</p> <p>2013 Capital Improvement Budget has \$165,000 for the patrol truck complete. The total for the truck complete is \$11,000 below the CIP budget figure. We estimate that we could get \$13,000 for the truck in auction or direct sale if nothing drastically happens to the truck until the new truck is placed in service.</p>	Cab/chassis	Lakeside International	\$81,861	Badger Truck	\$87,788	Body/Controls	Burke T&E	\$71,070.00	Monroe T&E	\$76,537
Cab/chassis	Lakeside International	\$81,861	Badger Truck	\$87,788							
Body/Controls	Burke T&E	\$71,070.00	Monroe T&E	\$76,537							



### Committee/Board/Commission Reappointment Form

Thank you for your involvement with the Village of Brown Deer. To assist in processing your reappointment, please complete the top section of the form and sign. To offer additional comments, feel free to complete any other lines on the form. As you may recall, the Village President recommends all citizen appointments to the Village Board of Trustees for approval. Any information provided may further support your reappointment.

Name: (as you like to be addressed) Jeff Jaroczynski

Address: 5686 W. Range Ave Phone No.: 355-9671

E-Mail: jaroczynski@ced.com Years as Brown Deer Resident: 30 yrs

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

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

Signature: Jeff Jaroczynski Date: 4/8/13

Applicant information is subject to public release under state law.

#### Optional additional information:

Why are you interested in serving with this particular group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Qualifications for serving on this group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Community Involvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation / Employer: \_\_\_\_\_

Family Details: \_\_\_\_\_  
\_\_\_\_\_

Leisure Activities / Hobbies: \_\_\_\_\_  
\_\_\_\_\_