

**BROWN DEER VILLAGE BOARD
JUNE 16, 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; Steven Rinzel, Chief of Police; Nathan Piotrowski, Community Development Director; Matthew Maederer, Director of Public Works; Susan Hudson, Treasurer/Comptroller; Brian William-Van Klooster, Library Director; Jill Kenda-Lubetski, Clerk

II. Pledge of Allegiance

III. Persons Desiring to be Heard

A) Carl Schwartz, Representative from Bird City

Mr. Schwartz briefly gave an overview of the Bird City USA program and presented the Village with the award.

IV. Consideration of Minutes: June 2, 2014 - Regular Meeting

It was moved by Trustee Schilz and seconded by Trustee Oates to approve the minutes from the June 2, 2014 Regular Meeting. The motion carried unanimously.

V. Unfinished Business

VI. New Business

A) Resolution No. 14-16, "A Resolution in Appreciation of Chief Steven Rinzel"

President Krueger read and presented Chief Rinzel the resolution appreciating him on his many years of law enforcement service and wished him well in his retirement. Everyone in attendance gave Chief Rinzel a round of applause for his accomplishments.

It was moved by President Krueger and seconded by Trustee Boschert to adopt Resolution No. 14-, "A Resolution in Appreciation of Chief Steven Rinzel". The motion carried unanimously.

B) Temporary Class "B" Retailer's License for Brown Deer Foundation Event – June 18, 2014

President Krueger reported the Brown Deer Foundation has applied for a temporary Class "B" Retailer for all four Community Vibes events being held this summer in Village Park. The events will include live entertainment with the sale of beer, wine, and food and the Village Board has the authority to approve the sale of these items.

It was moved by President Krueger and seconded by Trustee Springman to approve the Temporary Class "B" Retailer's License for Brown Deer Foundation Event - June 18, 2014. The motion carried unanimously.

C) Temporary Class "B" Retailer's License for Brown Deer Foundation Event – July 16,

2014

It was moved by President Krueger and seconded by Trustee Springman to approve the Temporary Class “B” Retailer’s License for Brown Deer Foundation Event - July 16, 2014. The motion carried unanimously.

D) Temporary Class “B” Retailer’s License for Brown Deer Foundation Event – July 29, 2014

It was moved by President Krueger and seconded by Trustee Springman to approve the Temporary Class “B” Retailer’s License for Brown Deer Foundation Event - July 29, 2014. The motion carried unanimously.

E) Temporary Class “B” Retailer’s License for Brown Deer Foundation Event – August 20, 2014

It was moved by President Krueger and seconded by Trustee Springman to approve the Temporary Class “B” Retailer’s License for Brown Deer Foundation Event - August 20, 2014. The motion carried unanimously.

F) Approval of a Certified Survey Map at Bradley Crossing Phase Two, 4401 West Bradley Road

Mr. Piotrowski reviewed his proposal that explains Jewish Family Services is requesting approval of a second Certified Survey Map that divides Lot 2 of a 2013 division into two separate lots. This is being done for financing reasons, and the proposal is to separate the community center from the residential building facing Bradley Crossing. The Commission unanimously recommended the approval of the Certified Survey Map to the Village Board. Mr. Piotrowski introduced the owner Sylvan Leabman of Jewish Family Services.

It was moved by President Krueger and seconded by Trustee Springman to approve a Certified Survey Map at Bradley Crossing Phase Two, 4401 West Bradley Road. The motion carried unanimously.

G) Approval of a Conditional Use Permit to Central States Tower II, LLC for a Cellular Communication Tower, Antennas and Equipment at the Brown Deer Public Library, 5600 West Bradley Road.

Mr. Williams-Van Klooster commented that he is in support of having the tower located on Library property.

Trustee Oates inquired into the relationship between Central State Tower and Verizon Wireless. Mr. Piotrowski explained that Central States Tower will erect and operate the cellular antenna tower under a lease agreement with the Village. The tower will start with one array of antennas belonging to Verizon at the top with the potential of adding three additional arrays. Mr. Piotrowski introduced Ron Zechel of Central State Tower who briefly explained Verizon uses two developers in the area, Central State Tower being one of them. Attorney Fuchs mentioned the terms of the agreement are being considered, and discussions will continue to ensue in order to come to an agreement. He mentioned this is likely in the near future.

Trustee Boschert inquired asked if there were renderings of the tower and if any major concerns were discussed at the Plan Commission meeting. Mr. Hall mentioned that a site plan was provided in the packet but there were not renderings of the tower. He continued to discuss that there was some concern with the

aesthetics of the tower, but those have been addressed by providing a wooden enclosure similar to the existing fence that houses the Library HVAC system. Landscaping will also be provided that will aesthetically improve the area where the tower is located. Mr. Piotrowski reviewed some of the other concerns that were minor but that the Plan Commission unanimously recommended approval of the Conditional Use Permit to the Village Board.

A brief discussion took place regarding the proposal and whether or not it was shared with the School District Superintendent and how it relates to the campus orientation. Further discussion took place on the history of cellular and wireless proposals with the School District.

It was moved by Trustee Schilz and seconded by Trustee Baker to approve a Conditional Use Permit to Central States Tower II, LLC for a cellular communication tower, antennas and equipment at the Brown Deer Public Library, 5600 W. Bradley Road. The motion carried unanimously.

H) Review of Reinstating a Conditional Use Permit to Sons of Bob LLC for an Outdoor Beer Garden and Recreational Activities at 7651 North Teutonia Avenue

President Krueger reported the Plan Commission unanimously recommended denying the conditional use permit for an outdoor beer garden and recreational activities due to the lack of new management proposals and safety measures for the beer garden. Mr. Piotrowski added the permit was revoked in August 2012 due to security issues and neighbor complaints. Ms. McNutt made a similar request in 2013 that was denied. Further she is asking that the provision of an ID card reader and landline be eliminated while extending the hours of operation until 10:00 p.m.

Ms. McNutt replied that she does have a dedicated land line at the property, however, when she has tried to contact the police using the non-emergency number she has been redirected several different times. She feels it is more effective to call 9-1-1 with a cell phone than it is the police department's number directly. She further commented that her staff is using the ID card scanner for its intended purposes but an experienced bar tender is more capable of determining if someone is under age. Ms. McNutt's last point was that Parkview Pub has never had an incident with the beer garden.

President Krueger commented that Ms. McNutt should work with Staff to prior to the meeting address some of the issues she explained

It was moved by President Krueger and seconded by Trustee Boschert to deny the Conditional Use Permit to Sons of Bob LLC for an Outdoor Beer Garden and Recreational Activities at 7651 North Teutonia Avenue. The motion carried unanimously.

I) Resolution No. 14-, "Resolution Regarding Parking Restrictions"

Trustee Boschert mentioned this item was brought before the Traffic & Public Safety committee and along with the ordinance includes a chart listing all the no parking zones in the Village. A few more additions have been made along River Lane and near the School District since the last time this was adopted making the chart current. The updated chart is provided. Mr. Maederer explained the process that was used to develop the chart.

It was moved by Trustee Boschert and seconded by Trustee Oates to adopt Resolution No. 14-, "Resolution Regarding Parking Restrictions". The motion carried unanimously.

J) Private Property Inflow & Infiltration (PPI/I) Program

Mr. Maederer reviewed his memorandum and explained that the MMSD PPI/I Program provides funding

for work that reduces I/I from private property sources. In order to receive funding, a Municipality must submit a Work Plan to the District and obtain approval from the District prior to beginning work. Work Plans for Design, Planning and Investigation Work may be submitted separately from, or together with, Work Plans for physical remediation work. The District expects Municipalities to prioritize work areas, where feasible, to focus on areas with sewer sheds within identified meter sheds that do not comply with the District's rules on Peak Flow Rate Reduction on areas with basement back-up issues, on areas with a history of municipal or District overflow activity, and other areas identified as sources of high I/I because of age and type of infrastructure. Municipalities that demonstrate they have no contiguous or discrete I/I problem areas may utilize funding for I/I work across the Municipality. Public Works is requesting approval for the submittal of the two project work plan to MMSD as part of the Private Property Inflow/Infiltration program and is also recommending funding the lateral replacement costs at 100% Village participation between the right-of-way and home.

President Krueger clarified the steps of the project and asked if Mr. Maederer will be able to determine how much inflow/infiltration will take place once the project is complete. Mr. Maederer responded they have monitoring devices in place to determine the effectiveness of the project and are required by MMSD to convey that information with them. More discussion took place regarding the failure of the lift station in years past.

Trustee Baker inquired into the thought of people who might not want their lateral replaced if they are responsible for replacing the lateral if it fails. Some people might view the replacement as a large expense they are not able to afford even though the cost to replace the lateral from the right-of-way is 75/25 split.

It was moved by Trustee Boschert and seconded by Trustee Oates to approve two private property inflow & infiltration program project work plan submittals funded 100% through the Milwaukee Metropolitan Sewerage District (MMSD). The motion carried unanimously.

K) April 2014 Financial Reports

Ms. Hudson mentioned that the last day for property tax collection was April 6th, and delinquent notices have been sent out. Any delinquent taxes not collected by the end of July will get turned over to the county for collection. At the end of April 82.5% of the tax levy was collected.

L) Consideration of May 2014 Vouchers

It was moved by Trustee Oates and seconded by Trustee Awe to recommend that the Village Board approve the vouchers from May 2, 2014 to May 22, 2014 in the amount of \$363,531.70. The motion carried unanimously.

VII. Committee Reports

This is an opportunity for Board Members to Report on Respective Committees, Commissions, and Boards of which they serve as a member. Matters that require fall under old business or new business.

VIII. Village President's Report

Village President Krueger reported on the following:

NSFD Annual Audit and CAFR

Chief Whitaker was appointed to a committee concerning the County Radio System

ICC met to discuss the UWM Innovation Accelerator project

IX. Village Manager's Report

Village Manager reported on the following:

- Gas station at the intersection of 51st Street and Brown Deer Road
- His attendance at the WCMA Conference
- Presentation of the CIP in August

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

- (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing personnel matters.

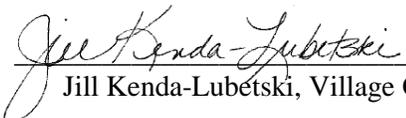
1. Village Manager's Goals

It was moved by Trustee Springman and seconded by Trustee Oates to recess into Closed Session at 7:49 p.m. The motion carried unanimously.

It was moved by Trustee Springman and seconded by Trustee Oates to reconvene into Open Session at 8:25p.m. The motion carried unanimously.

XI. Adjournment

It was moved by Trustee Springman and seconded by Trustee Schilz to adjourn at 8:26 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk

**BROWN DEER VILLAGE BOARD SPECIAL MEETING
JULY 7, 2014 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Trustee Schilz at 6:03 P.M.

I. Roll Call

Present: President Krueger and Trustees: Awe, Baker, and Schilz

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Robert Halverson, Police Captain; Nate Piotrowski, Community Development Director; and Brad Caddock, Crime Prevention Officer

Excused: Trustees: Boschert, Oates, and Springman

II. Pledge of Allegiance

III. Persons Desiring to be Heard

IV. Unfinished Business

V. New Business

A) Review and Recommendation of a development agreement with Kassens Investment LLC for outdoor restaurant seating at 8777 N. Deerwood Drive

Mr. Piotrowski provided an introduction to the agreement by noting the original development agreement and that Kassens Investments is now seeking to add outdoor restaurant seating adjacent to the newly constructed outdoor patio as part of the streetscaping project. The sidewalk and patio area are delineated with landscaping and brick pavers. The design of the areas were previously approved as part of the construction plans for the project, but for Kassens Investments to use the patio area the agreement must be amended to reflect the use. The attached draft supplemental development agreement includes a 1 year review provision and the ability to rescind the agreement should problems arise. It also includes language that allows the Police Department to review the patio to determine if fencing is needed prior to alcohol consumption taking place outside. Finally, it should be noted that the Village Board has already approved a modification to Prime Time's liquor license to cover the outdoor patio area.

President Krueger inquired into the addition of a door on the north side of the building to have better access to the patio area as mentioned in a previous report. Mr. Piotrowski mentioned licensed servers will be used to serve alcohol on the patio, and a new door will not be installed. Mr. Hall added the Police had previously made a recommendation as crime prevention to install a fence around the patio area. Since that discussion Staff has determined that a stronger agreement requiring licensed servers to serve food and alcohol is sufficient enough monitoring of the patio area that a door or fencing around the patio area is not warranted.

Attorney Fuchs opined that having a strict agreement puts the burden on the business owner to heavily monitor the patio in order to prevent criminal activity involving alcohol. Captain Halverson commented that he agrees if the business owners are willing to take on the burden of monitoring the patio without a fence, and knowing probable cause of a violation occurring could result in the suspension of the liquor license, he feels comfortable of amending the agreement as noted.

A brief conversation took place regarding the eastern walkway of the establishment and how it relates to the liquor license defined area. It was determined Staff should include the eastern walkway on the liquor license.

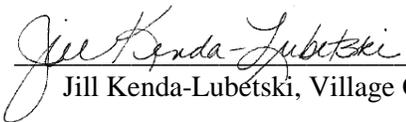
It was moved by Trustee Springman and seconded by Trustee Baker to approve the Supplemental Development Agreement as amended prohibiting the conveyance of alcoholic beverages by other than licensed operators and direct Staff to include the east walkway on the liquor license description. The motion carried unanimously.

VI. Village President's Report

VII. Village Manager's Report

VIII. Adjournment

It was moved by Trustee Awe and seconded by Trustee Baker to adjourn at 6:24 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk

Thank You for attending this Public Information Meeting regarding the WIS 57 project located within Milwaukee and Ozaukee Counties.

This open house meeting is an opportunity to meet with project staff from the Wisconsin Department of Transportation and its engineering consultant team.

We Welcome Your Input

The project design team is interested in receiving your comments regarding the project, so please discuss your comments with project representatives here today or complete and return the comment sheet.

Contact Information

If at any time during the project you have any questions or would like more information about this project please contact:

Al Gilbertson
 Wisconsin Department of Transportation
 Southeast Region
 141 NW Barstow Street
 Waukesha, WI 53187
 (262) 548-8817
 Allen.Gilbertson@dot.wi.gov

Jessica Lewis
 GAI Consultants, Inc.
 W175 N11081 Stonewood Drive, Suite 103
 Germantown, WI 53022
 (262) 250-8000
 j.lewis@gaiconsultants.com

Project Information

WIS 57

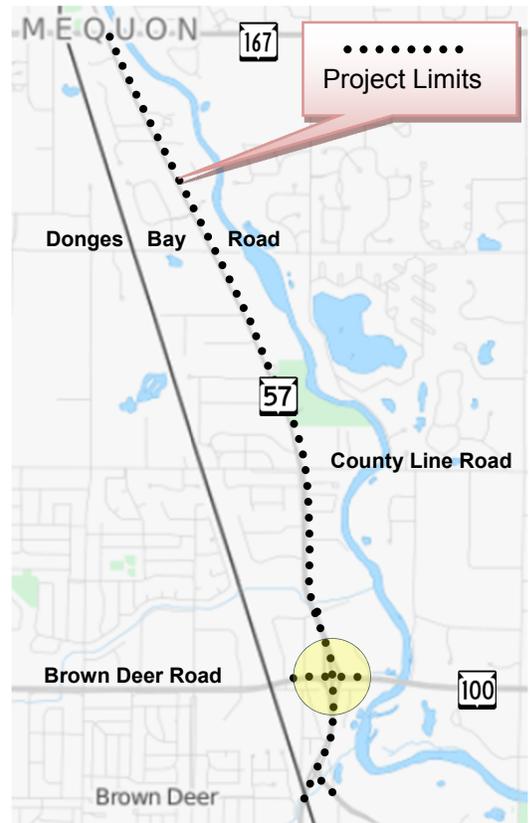
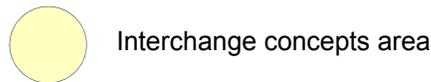
Milwaukee and Ozaukee Counties

I.D. 2270-04-70

Project Description

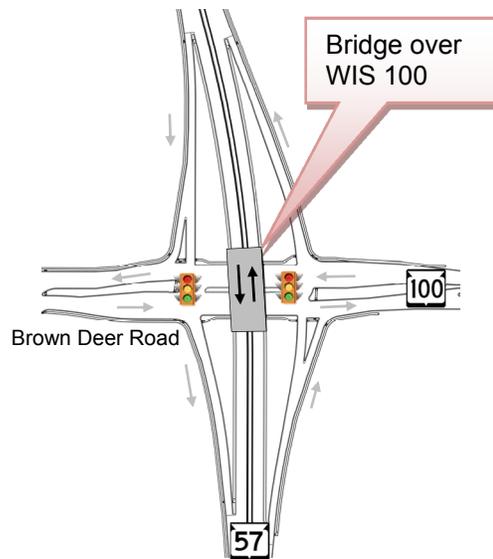
The WIS 57 project is located in Milwaukee and Ozaukee Counties within the village of Brown Deer and the city of Mequon. The south project limit is Teutonia Avenue, and the north project limit is Mequon Road.

The focus of this meeting is to gather input regarding the **two alternative concepts** for reconstructing the junction of WIS 100 (Brown Deer Road) and WIS 57.



Concept #1

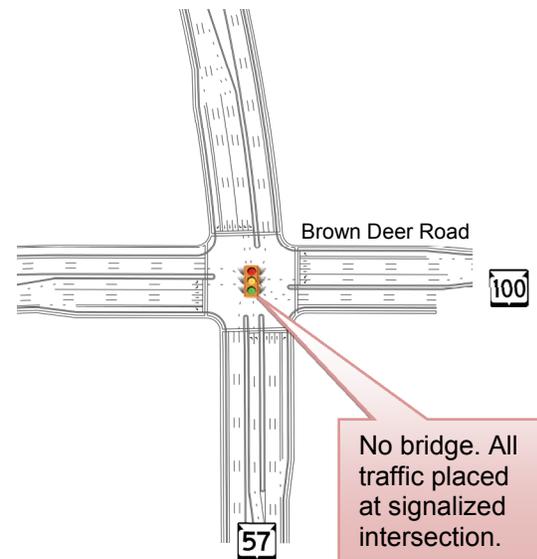
Improve existing interchange
 (diamond interchange with improvements)



- ✓ Maintains current configuration
- ✓ Adds bike lanes
- ✓ Adds sidewalks
- ✓ Reconstructs two signalized intersections
- ✓ Removes "free-flow" right turns on WIS 100

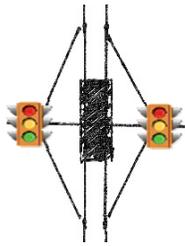
Concept #2

Reconstruct as traditional intersection
 (remove bridge and ramps)

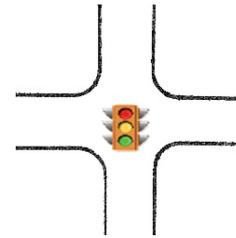


- ✓ Removes bridge
- ✓ Channels all traffic into one signalized intersection
- ✓ Adds bike lanes
- ✓ Adds sidewalks

Comparison Matrix



Diamond interchange



Signalized intersection

✓
Strengths

- ✓ **Anticipated lower crash frequency**
 - ~18–36% less crashes per year
 - ~3–7 less crashes per year
 - ~\$2,200,000–\$5,500,000 less crash costs over a 20-year design life
- ✓ **Overpass eliminates significant traffic from intersection with WIS 100**
 - ~13,000 less vehicles per day at the intersection with WIS 100
 - ~52 less hours of user delay per day
 - ~\$7,200,000 less user delay cost over a 20-year design life
- ✓ **Shorter pedestrian crosswalks for WIS 57**
 - ~maximum crossing distance from curb to curb about 40 feet
- ✓ **No median closures on WIS 100**
- ✓ **\$7,400,000–\$10,700,000 less comprehensive life span cost**

- ✓ **~\$2,000,000 less expensive to construct**
- ✓ **No bridge to visually divide the village**
- ✓ **Allows possibility of new partial access points along WIS 57**
- ✓ **Uses 2.9 less acres of land**

✗
Weaknesses

- ✗ **Bridge visually divides the village**
- ✗ **~\$2,000,000 more expensive to construct**
- ✗ **~\$140,000 of lifetime bridge maintenance costs**
- ✗ **Does not allow possibility of new access points along WIS 57**

- ✗ **Anticipated higher crash frequency**
 - ~18–36% more crashes per year
 - ~3–7 more crashes per year
 - ~\$2,200,000–\$5,500,000 more crash costs over a 20-year design life
- ✓ **Overpass removal adds significant traffic to intersection with WIS 100**
 - ~13,000 more vehicles per day at the intersection with WIS 100
 - ~52 more hours of user delay per day
 - ~\$7,200,000 more user delay cost over a 20-year design life
- ✗ **Longer pedestrian crosswalks for WIS 57**
 - ~maximum crossing distance from curb to curb is about 90 feet
- ✗ **Median opening closure on WIS 100 at Deerwood Drive**
- ✗ **\$7,400,000–\$10,700,000 more comprehensive life span cost**

A note about comprehensive cost

User delay and crash costs are estimated societal costs (costs born by the general public) associated with traffic congestion and crashes. Comprehensive cost results from adding these societal costs to the construction cost of a facility.

Purpose and Need

WIS 57 carries about 22,000 vehicles per day south of WIS 100, approximately 60% of which (13,200 vehicles) proceeds over WIS 100 without stopping. WIS 100 carries about 29,000 vehicles per day near WIS 57.

The interchange needs to be reconstructed because of:

- Inadequate bridge clearance
- Safety concerns and crashes
- Operational delay
- Deteriorated pavement

Project objectives include:

- Improving driving conditions
- Increasing safety
- Accommodating all users

Overall Proposed Improvements

The project proposes to resurface WIS 57 and reconstruct the signalized intersections. The roadway centerline will not change.

The WIS 57 corridor will receive:

- Reconstructed interchange (concepts noted on page 1)
- Bicycle lanes and wider paved shoulders
- Intersection improvements and signal equipment upgrades
- Grass terraces and sidewalks

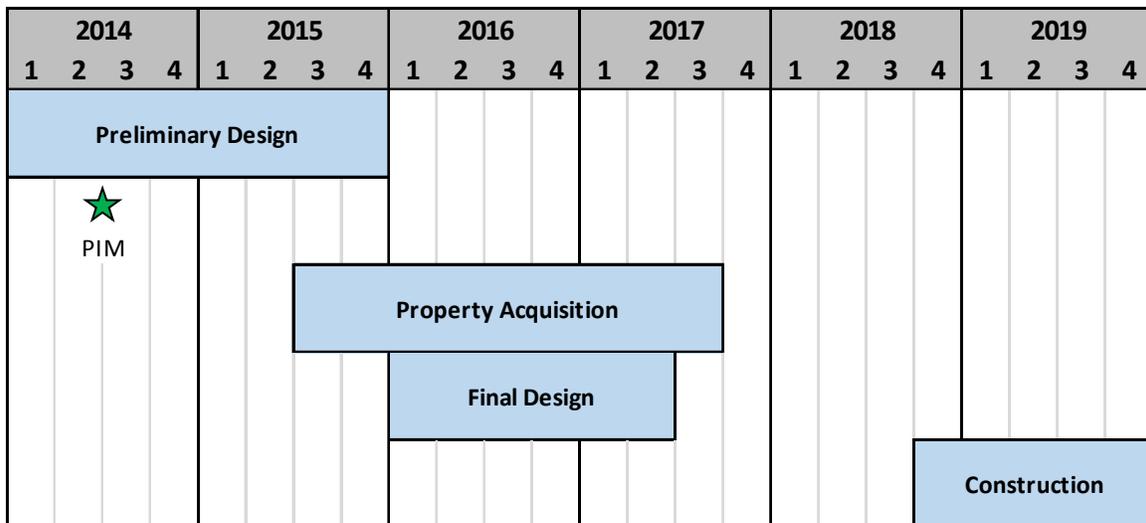
Don't forget to fill out a comment form. The project team reads, considers, and appreciates all comments.

Your comments are a **critical part** of the design process.

Right-of-Way

Additional highway right-of-way is required to reconstruct WIS 57. The right-of-way acquisition process will begin in 2015.

What's Next?



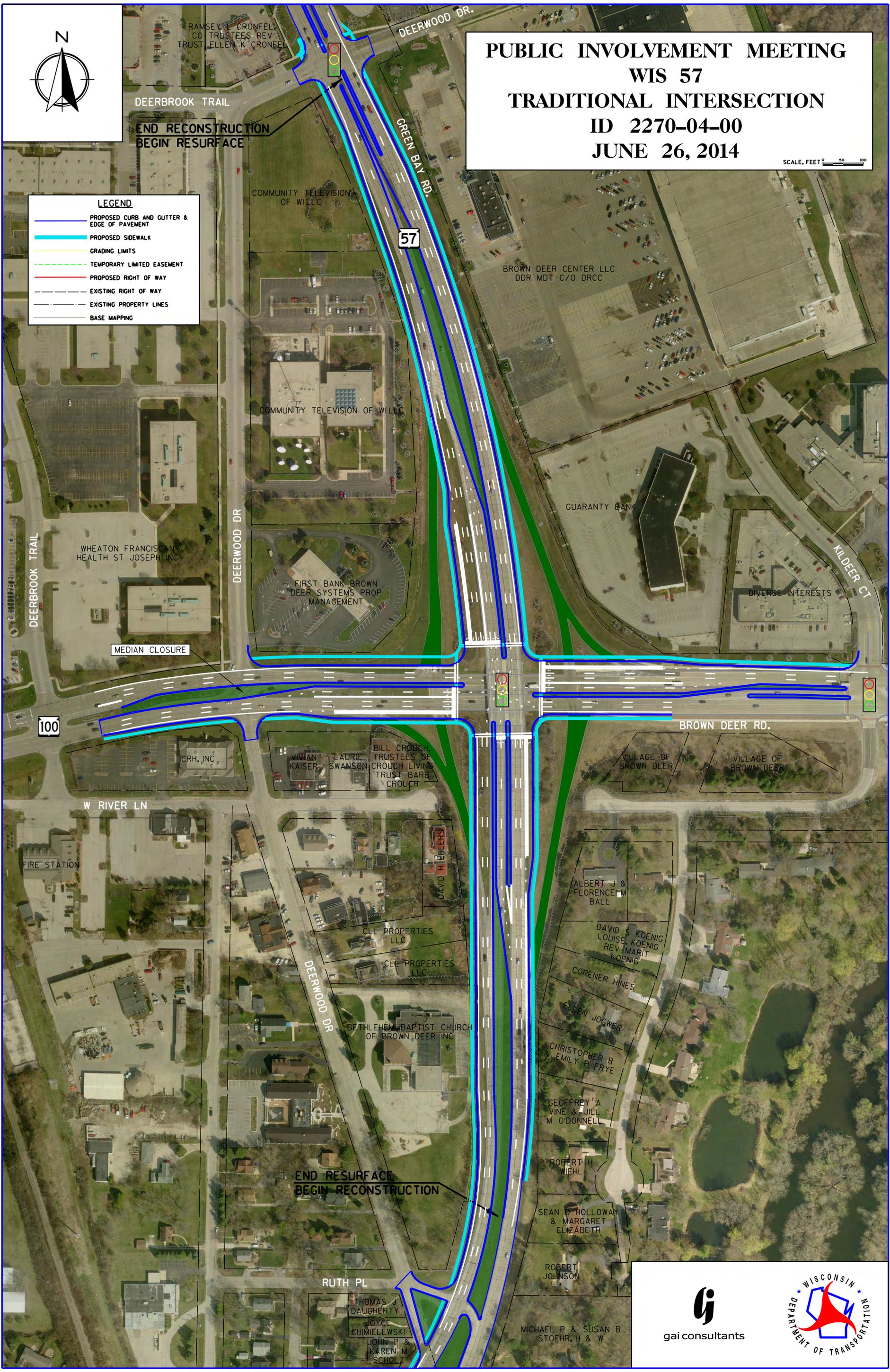


PUBLIC INVOLVEMENT MEETING
WIS 57
TRADITIONAL INTERSECTION
ID 2270-04-00
JUNE 26, 2014

SCALE, FEET

LEGEND

- PROPOSED CURB AND GUTTER & EDGE OF PAVEMENT
- PROPOSED SIDEWALK
- GRADING LIMITS
- TEMPORARY LIMITED EASEMENT
- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINES
- BASE MAPPING



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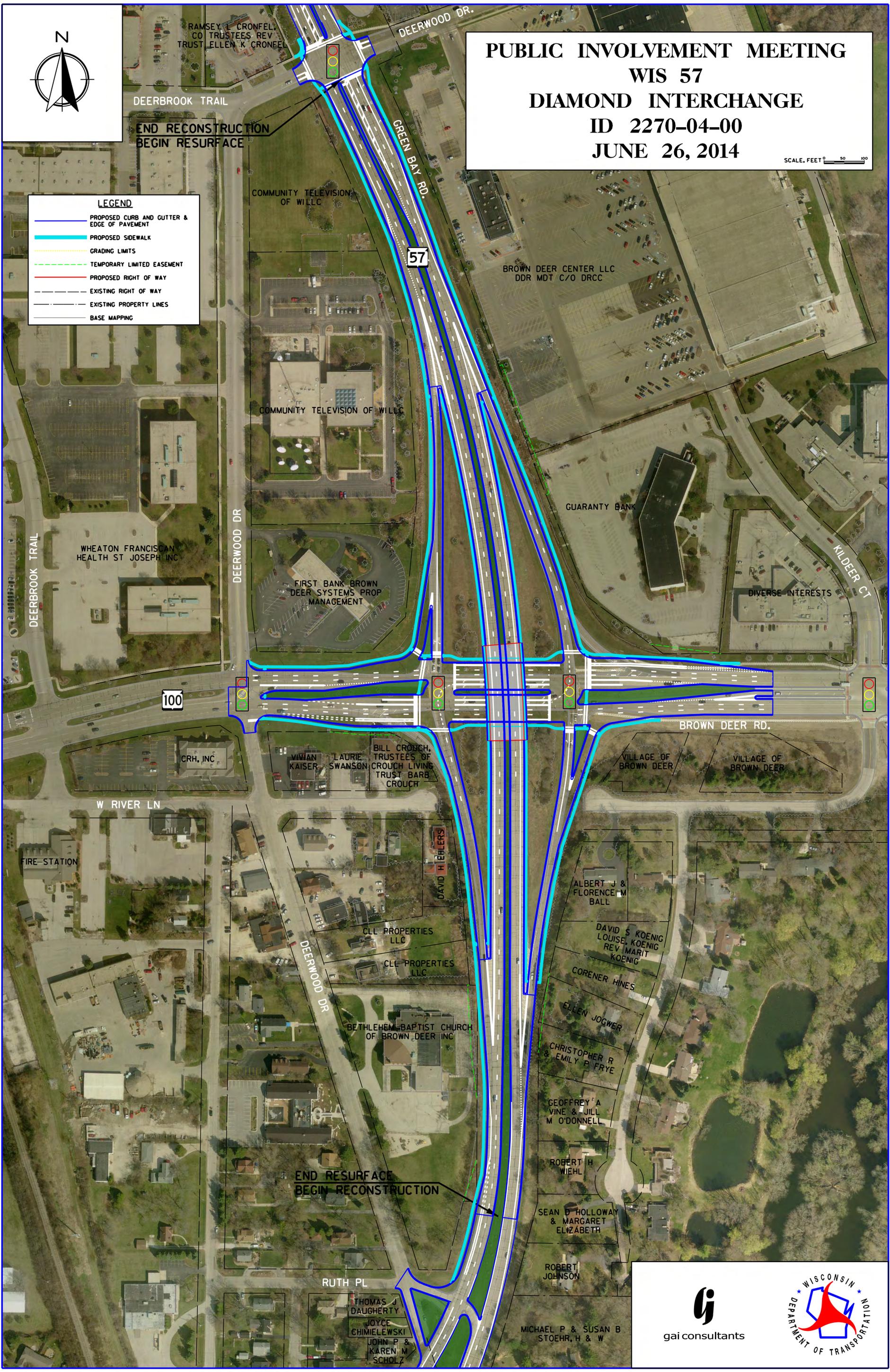


PUBLIC INVOLVEMENT MEETING
WIS 57
DIAMOND INTERCHANGE
ID 2270-04-00
JUNE 26, 2014

SCALE, FEET 0 50 100

LEGEND

- PROPOSED CURB AND GUTTER & EDGE OF PAVEMENT
- PROPOSED SIDEWALK
- GRADING LIMITS
- TEMPORARY LIMITED EASEMENT
- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINES
- BASE MAPPING



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REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	July 7, 2014 Plan Commission Agenda Item
PREPARED BY:	Nate Piotrowski, Community Development Director
REPORT DATE:	July 9, 2014
RECOMMENDATION:	See Item Below
EXPLANATION:	<p>A summary of the Plan Commission's agenda items and recommendations are listed below. There are 2 items that requires Village Board action. Please note that the initial staff reports and supporting documentation were in the previously distributed Plan Commission packet. Also attached for your review is the draft Plan Commission meeting minutes of July 7, 2014.</p> <p>Plan Commission Agenda items requiring action:</p> <p>A) Review and Recommendation of a development agreement with Deerbrook Commons LLC., for a Goodwill Industries LLC., resale shop and donation center at 9301 N. Green Bay Road</p> <p>Recommendation: Recommend approval of the development agreement based on changes from Plan Commission Requested Action: A motion to approve the development agreement</p> <p>B) Review and recommendation of a Certified Survey Map for a land division at approximately 9301-9399 N. Green Bay Road</p> <p>Recommendation: Recommend approval of the certified survey map Requested Action: A motion to approve the certified survey map</p>

**BROWN DEER PLAN COMMISSION
JULY 7, 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 6:30 P.M.

I. ROLL CALL

Present: President Carl Krueger; Trustees Jeff Baker, Tim Schilz; Commissioners: Susan Bellehumeur, Al Walters, Ryan Schmitz, Bill Hoffmann

Also Present: Michael Hall, Village Manager; Matt Janecke, Assistant Village Manager; Nate Piotrowski, Community Development Director; John Fuchs, Village Attorney

Excused: Commissioners: Jeff Jaroczynski, Dan Bednar

II. PERSONS DESIRING TO BE HEARD

Mike Christopolus, 8550 N. 59th Street stated that he welcomed Goodwill as they are a great community partner.

Sandy Rodosevic, 4117 W. Hawthorne Trace #106, said that she supported the Goodwill development.

Michelle Valario Hall, 4274 W. Cherrywood Lane, felt that the Goodwill development is positive for the community.

Vivienne Larson, 4185 W. Schroeder Drive, stated that she supported the Goodwill development

III. CONSIDERATION OF MINUTES: Jun 9, 2014 – Regular Meeting

It was moved by Commissioner Bellehumeur and seconded by President Krueger to approve the regular meeting minutes of June 9, 2014. The motion carried unanimously.

IV. REPORT OF STAFF/COMMISSION MEMBERS

Mr. Piotrowski reported that Staff is currently taking enforcement action on the former Citgo station at 5091 W. Brown Deer Road. Some of the deficient items have been addressed by the owner but many remain outstanding. President Krueger asked about the status of the burned out home on Glenbrook Drive. Mr. Piotrowski replied that this fire was now under investigation by the insurance company which is causing a delay in the proposed repairs. He added that Staff will monitor the situation and take action if no progress is made. Trustee Baker noted potential code violations at the automotive repair shop at 4730 W. Bradley Road due to overgrown landscaping and numerous junk vehicles in violation of their conditional use permit. Mr. Piotrowski replied that this site is currently under investigation.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

- A) Review and Recommendation of a development agreement with Deerbrook Commons LLC., for a Goodwill Industries LLC., resale shop and donation center at 9301 N. Green Bay Road**

Mr. Piotrowski reviewed the proposal and introduced the applicant Doug Weas of Weas Development and Joan Ferrell of Goodwill Industries.

John Fuchs discussed the proposed methods by which the Village will try to ensure that the property remains taxable given Goodwill's 501(c)3 status. Mr. Fuchs noted that there will be a deed restriction on the land between the Village

and developer, there is also language in the development agreement that makes occupancy certificates contingent on taxable status. He noted that these were good steps but not a guarantee preventing the property from some day becoming tax exempt. He added that he would like to see a separate agreement between the Village and Goodwill which would ensure that they would not invoke their tax exempt status.

Commissioner Bellehumeur asks if a separate agreement with a leasing entity has been done previously. Attorney Fuchs replied that there are a couple of existing examples in the Village.

Commissioner Hoffmann asked if the Village could legally require all three guarantees to limit the possibility of tax exemption. Attorney Fuchs replied that he would recommend all three approaches but noted Goodwill is unwilling to enter into a direct agreement and therefore only two methods currently exist.

Mr. Weas and Ms. Ferrell review the site and Goodwill's plan of operation.

President Krueger asked if there was an entrance from N. Green Bay Road and how the store would be oriented. Mr. Weas replied that there would be a single entrance from N. Green Bay Road and that the building would face east.

Trustee Baker asked whether the remaining undeveloped land to the east could support a drive thru business. Mr. Weas replied that it could.

Trustee Baker asked if there was any history with a Goodwill retail store transitioning to only a donation drop off location. Ms. Ferrell replied that this has never occurred.

Commissioner Bellehumeur asked if the future building to the east would be one story. Mr. Weas replied that it would.

Commissioner Bellehumeur asked why it was necessary for Goodwill to exceed the Village's maximum parking standards. Ms. Ferrell replied that these are operational standards that Goodwill likes to see based on demonstrated need from other stores in the area. Commissioner Bellehumeur asked if parking could be shared with adjacent future development. Ms. Ferrell stated that it would be preferred that these future developments provide their own parking.

Trustee Schilz asked specifically if the development to the east of the Goodwill will have an adjacent parking field. Mr. Weas replied that it may have some but he suspected that more parking would be located in front of the building next to N. Green Bay Road.

Commissioner Hoffmann asked if the Department of Transportation has been consulted about the median opening in N. Green Bay Road that could serve the development. Mr. Weas replied that they have been consulted and requested a traffic study once development took place to determine if the opening could remain.

President Krueger asks if the stormwater detention will serve both the Goodwill site and the future development to the east. Mr. Weas replied that it would.

Trustee Baker asked about the signage on the site and if signs could be combined with the Holiday Inn to avoid clutter. Mr. Weas noted that they are proposing two ground signs but have not been able to reach an agreement with the Holiday Inn to co-locate signage.

Trustee Baker asked how the undeveloped land would be maintained. Mr. Weas replied that it would be graded and seeded with a no-mow grass seed.

Commissioner Schmitz asked if there will be cross access agreements for the various future phases of development. Mr. Weas replied that there would be.

Commissioner Hoffmann asked how much tree removal would be required. Mr. Weas replied that most trees would need to be removed. Mr. Hoffmann asks if the Village has forester who could evaluate the trees and determine if any

should be saved. Mr. Piotrowski replied that our DPW Superintendent serves as Village Forester and could evaluate the trees. He also noted that the Village does not have a tree preservation ordinance that mandates saving certain trees or replanting programs. Commissioner Hoffmann stated that he would like to see more mature trees replanted on site if they could not be saved and overall he would like to see more greenspace added to the plan.

Commissioner Bellehumeur stated that Exhibit 5 was miscalculated. Mr. Piotrowski replied that Staff would investigate and fix.

Commissioner Hoffmann asked if there was anything to limit after hours drop-offs. Ms. Ferrell replied that there would be signage stating that this was not allowed. She also noted that the donation drop off portion of the building opens one hour before the store and added that Goodwill could seek to prosecute offenders.

Trustee Schilz stated that he had no problem with the Goodwill as a land use, save for the parking and tree concerns but noted that he wants to make sure that the property remains taxable. Attorney Fuchs replied that he does not predict that the property would become tax exempt. He noted that Goodwill is now aware that the property will be deed restricted from becoming tax exempt and noted that Goodwill Industries did not want to enter into a specific agreement with the Village stating they will not invoke tax-exempt status simply due to the precedent this would set. He felt that the measures currently in place with the developer deed restriction and the language of the development agreement and the assurances given in the course of the proceedings, that it will remain taxable were adequate.

Trustee Schilz asked if the Village could deed restrict the entire 6 acres development. Attorney Fuchs replied that he prefers this and to have the restriction run with the land. Mr. Weas did not see an issue with this.

Trustee Baker asked for a clarification on the hours of operation. Ms. Ferrell replied that the site would be open from 9 a.m. until 9 p.m. Monday through Saturday and 10 a.m. through 8 p.m. on Sunday with the retail store opening one hour after the donation drop off.

It was moved by Commissioner Hoffmann and seconded by Commissioner Walters to recommend approval of the development agreement with Deerbrook Commons LLC for Goodwill Industries LLC resale shop and donation center at 9301 North Green Bay Road subject to the Development Agreement requiring that the property remain fully taxable for real property tax purposes, that the property be deed restricted against real property and improvements tax exempt uses, and that it is further recommended that the parking spaces be reduced to 80 spaces and the site be inventoried by the Village Forester to determine if any trees can and should be preserved. The motion carried unanimously.

B) Review and recommendation of a Certified Survey Map for a land division at approximately 9301-9399 N. Green Bay Road

Mr. Piotrowski reviewed the proposed Certified Survey Map (CSM) and reintroduced the applicant, Doug Weas.

Commissioner Schmitz asked about the right of way reservation shown on the CSM. Mr. Weas replied that he spoke with the State Department of Transportation (DOT) and they advised that this was a DOT reservation in favor of the Village and the Village could either discontinue it or vacate the area, however discontinuance would be much easier procedurally. Mr. Piotrowski noted that the right of way did not seem to serve any need for the Village at this time. Attorney Fuchs recommended that the CSM remain as depicted and once recorded a discontinuance release could be acted on by the Village Board.

It was moved by Commissioner Bellehumeur and seconded by Commissioner Schmitz to recommend approval of the Certified Survey Map to the Village Board. The motion carried unanimously.

VII. ADJOURNMENT

*It was moved by Commissioner Bellehumeur and seconded by Commissioner Jaroczynski to adjourn at 7:50 P.M.
The motion carried unanimously.*



Nate Piotrowski, Community Development Director

**OPERATIONAL DEVELOPMENT AGREEMENT WITH DEERBROOK COMMONS LLC. FOR A
RESALE STORE AND DONATION CENTER AT 9305 N. GREEN BAY ROAD**

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

WITNESSETH:

WHEREAS, the Developer is the owner of Lot 1 of Certified Survey Map _____; and

WHEREAS, the Developer intends to utilize all lands of said lot for the construction of an approximately 19,000 square foot commercial retail building whose tenant will be Goodwill Industries and will also construct associated access drives and stormwater management features on adjacent lands as depicted on Exhibit 1 (hereinafter collectively referred to as the “Development”); and

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

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

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

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

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

- | | |
|------------|--|
| Exhibit 1, | Site Plan |
| Exhibit 2, | Building Elevations (Approved by the Brown Deer Building Board) |
| Exhibit 3, | Landscaping Plan (Approved by the Brown Deer Beautification Committee) |
| Exhibit 4, | Consent of Mortgagee |
| Exhibit 5, | Cost Estimate |

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

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

4. The Developer agrees to pay all reasonable expenses in an amount not to exceed \$7,500, that the Village may incur by virtue of inspections, plan review, legal, surveying, publication and engineering costs and studies pertaining to the Development.

5. It is the intent of the Village that that all property of the Development remain fully taxable for real ~~and personal property~~ tax purposes. Fully taxable status is a condition precedent to occupancy. All occupancy permits shall be subject to revocation if taxable status ceases.

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

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

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

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

10. Building permits for the construction of the proposed new improvements associated with the Development shall be issued upon execution of this Agreement and after Developer has provided a completion bond or irrevocable letter of credit to pay for the costs as required by paragraph 31. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:

- a) The complete construction of said buildings shall be under the immediate supervision and control of said architect or engineer.
- b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.

- c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.
- d) Prior to the issuance of a Certificate of Occupancy the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the State of Wisconsin.

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

12. All heating, ventilating and air conditioning (HVAC) mechanical equipment shall be screened from public view. Plans for addressing the visual impact of the HVAC equipment shall be submitted for approval to the Building Board, and said approval must be obtained prior to the issuance of a building permit. HVAC mechanical units shall comply with the Village noise ordinance.

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

- a) Vegetation shall be kept trimmed back from around lighting fixtures, fire hydrants and any other utilities that extend from the ground or buildings.
- b) Additional plantings, fencing or a landscaped buffer shall be added along the northern property line if deemed necessary by the Village in conjunction with redevelopment of vacant land to the north of the Development.
- d) A professionally prepared Landscaping Plan (Exhibit 2) shall be submitted for review and approval by the Village of Brown Deer Beautification Committee. This document does not grant approval of the landscape plan.

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

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

15. Storm water management measures shall be in accord with the Village Storm Water Management Ordinance, and the storm water management plans shall be approved by the Village Engineer. A maintenance agreement for the storm water management measures at the Development shall be entered into with the Village prior to issuance of an occupancy certificate for the Property. The stormwater management measures shall also be designed to accommodate development on all three parcels of Certified Survey Map _____.

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

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

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

18. The exterior storage, display or sale of inventory, supplies or merchandise is prohibited unless otherwise permitted in accord with a Conditional Use Permit for "Bulk Retail Storage". Further there shall be no exterior storage of donated items nor shall any stand alone donation drop boxes be used on site.

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

20. Outdoor vending machines and/or displays are prohibited.

21. The hours that the Development may be open for business shall be from 6:00 a.m. to 11:00 p.m. daily.

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

- a) Deliveries of products and inventory to the Development may only occur between the hours of 7:00 a.m. to 9:00 p.m. daily.
- b) Delivery trucks shall be turned off/shut down while waiting to or completing a delivery at the Development. Exception shall be given to delivery trucks having refrigeration units that require the vehicle remain running. Said refrigerated trucks may remain running for no longer than one (1) hour.
- c) No delivery trucks serving the Development may be parked on or unload from West Schroeder Drive.

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

- a) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles, or other vehicles, unless said vehicles are accessory to the approved use of the Development.
- b) The parking of motor vehicles, with attached advertising graphics and/or logos, intended to act as additional signage for the Development is prohibited, unless said vehicles are accessory to the approved use of the Development.
- c) Exterior parking storage of recreation vehicles, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.
- d) The Developer shall prohibit the use of parking on the premises that is not accessory to the existing building use therein. Junk and/or abandoned vehicles shall be removed by the Developer within five (5) days upon receipt of written notification from the Village.
- e) Parking of trucks or semi trailers when accessory to the Development shall be limited to vehicles having not over one and one-half tons capacity, except for pickup or delivery services and during normal business hours. Trucks in excess of one and one-half tons capacity shall not be parked in the open. Notwithstanding the foregoing, trucks and semi trailers with capacities exceeding one and one-half tons may service the Development, including without limitation loading and unloading of merchandise and other personal property, provided that such trucks and semi trailers shall not be parked on the Development once such services have been completed.
- f) Outdoor above ground cart corrals shall be prohibited. Outdoor underground cart security systems shall be permitted. All carts shall be stored inside overnight, and outdoor storage of carts is prohibited.
- g) Snow storage within the parking area shall not interfere with the orderly flow of traffic and shall not obstruct any vision triangles.
- h) The painted crosswalks between the pedestrian ~~median~~ paths shall be maintained and clearly marked. If traffic causes excessive wear to the crosswalk paint, as deemed by the Village, the markings shall be promptly repainted in order to ensure public safety.
- i) The Developer shall provide a facility for the securing and parking of bicycles on the site.
- j) The Agreement specifically allows the Developer to provide ___16 more parking spaces than allowed under Village Code Section 121-299 (a) and (c). A total of ___ spaces will be held in landscape reserve. The developer could petition the Village Board at a later date to convert this landscape area to parking should demand be demonstrated and subject to review and approval by the Village Board

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

25. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development, or any building or site improvements on the Development, the Developer

shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification. This provision does not limit the Village from taking any other action to enforce any provisions of the Village ordinances or this Agreement.

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

- a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.
- b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.
- c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.
- d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.
- e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.
- f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

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

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

- a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for

openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

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

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

29. The Developer shall:

a) Provide the Village with a complete set of utility construction as-built drawings in AutoCAD format (*.DWG). Plan and profile sheets shall indicate as-built data without removing original data from the drawings. These as-built drawings shall be labeled as "as-builts" within the title block of each sheet.

b) Provide the Village with a master grading plan in AutoCAD format (*.DWG). The master grading plan shall indicate the elevations of all lot corners, grade breaks, drainage swales and stormwater detention areas without removing original data from the drawings. The proposed finished grade shall be shown for each proposed structure.

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

31. To guarantee completion of construction of the public improvements and associated portions of the Development and the covenants in this Agreement, Developer attaches hereto and makes a part hereof a completion bond or irrevocable letter of credit approved by the Village Attorney in the sum of ~~\$234,192,500~~ \$234,192,500 which amount is based on the construction cost estimate attached hereto as Exhibit 5. Said completion bond or irrevocable letter of credit shall not be released until after the occurrence of both of the following events whichever occurs last: *i*) Certificate of Occupancy for the Development has been issued; or *ii*) completion of the landscaping in accordance with the Landscaping Plan as approved by the Village of Brown Deer Beautification Committee.

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

“DEVELOPER”

DEERBROOK COMMONS, A WISCONSIN LIMITED LIABILITY CORPORATION;

Dated: _____ By: _____

Name: Doug Weas

Title: President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

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

* _____,

Notary Public, _____ County, _____ (state)

My commission expires: _____

* Print Name of Notary Public

EXHIBIT 5

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$3040 ,000.00
Water Main	\$50,000.00
Stormwater Management	\$50,000.00
Landscaping	\$350 ,000.00
SUBTOTAL	\$240175 ,000.00
Engineering/Consulting Services SUBTOTAL	\$2417,500 .00
TOTAL:	\$231,000 <u>192,500</u> .00

Total: \$231,000~~192,500~~/100 Dollars.

APPROVED BY: _____
James Buske, Engineer Services Manager

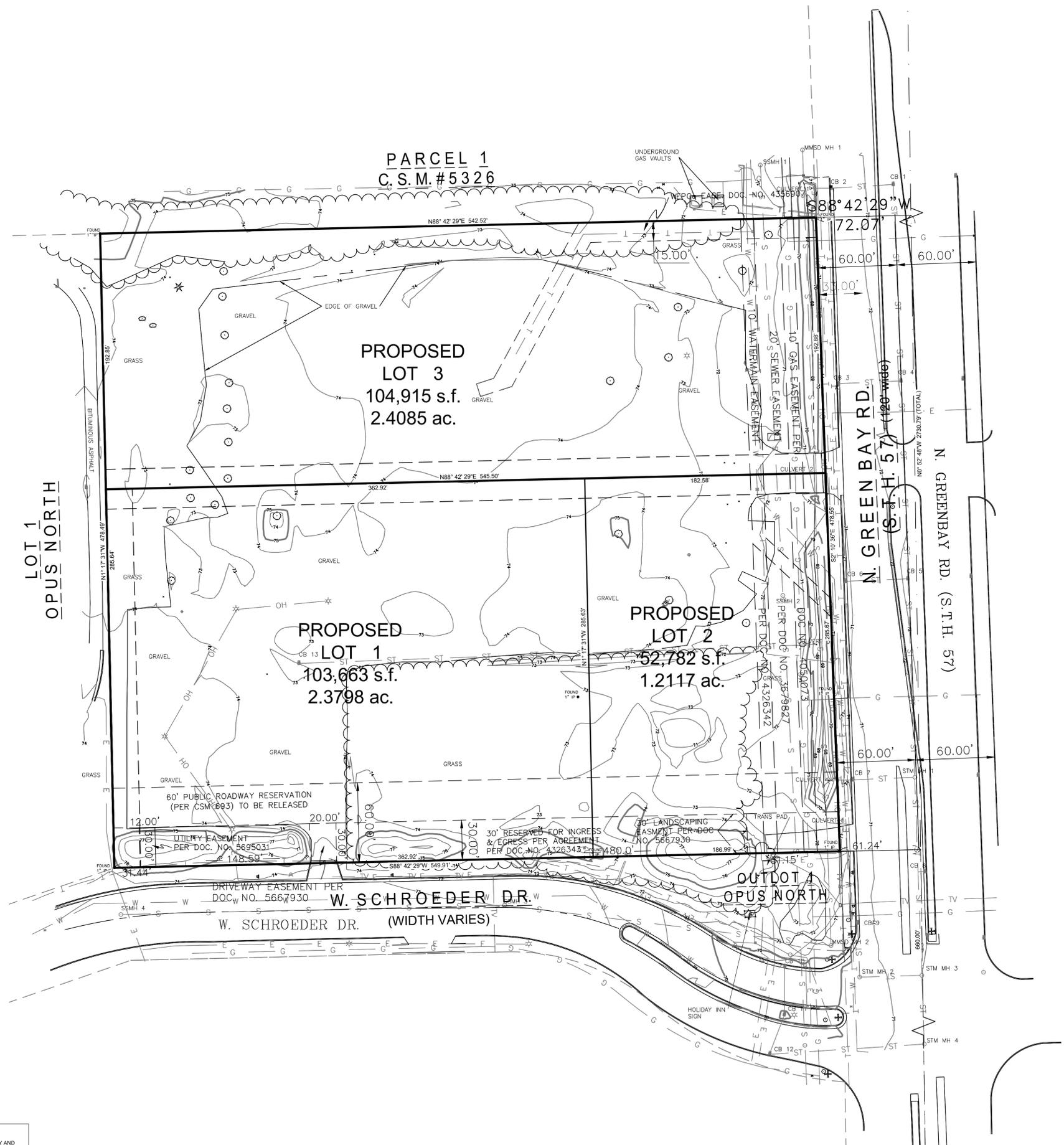
DATE: _____



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TOLL FREE
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NOTICE BEFORE YOU DIGGATE
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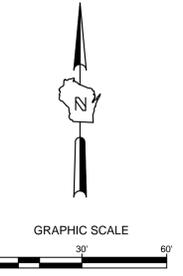
THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

- | | |
|---|---|
| STM MH 1
RIM = 71.50
40" CONC N = 64.75
40" CONC S = 64.75
12" CONC W = 66.00 | CB-1
RIM = 72.13
24" CONC N = 66.33
24" CONC S = 66.33
12" CONC W = 66.68 |
| STM MH 2
RIM = 71.60
12" CONC N = 67.19
12" CONC E = 67.14 | CB-2
RIM = 71.07
12" CONC E = 66.62
12" CMP W = 67.92 |
| STM MH 3
RIM = 71.60
40" CONC N = 64.55
42" CONC S = 64.55
12" CONC W = 66.45 | CB-3
RIM = 70.90
12" CONC E = 67.80 |
| STM MH 4
RIM = 71.48
42" CONC N = 64.38
42" CONC S = 64.38
12" CONC W = 64.73 | CB-4
RIM = 71.93
24" CONC N = 65.83
36" CONC S = 65.83
12" CONC W = 67.03 |
| SSMH 1
RIM = 72.22
15" CLAY N = 61.20
15" CLAY S = 61.15 | CB-5
RIM = 71.77
36" CONC N = 65.27
40" CONC S = 65.27
12" CONC W = 66.97 |
| SSMH 2
RIM = 71.59
15" CLAY N = 63.55
15" CLAY S = 63.50 | CB-6
RIM = 70.77
12" CONC E = 67.77 |
| SSMH 3
RIM = 72.97
10" CONC E = 56.62
10" CONC W = 56.67 | CB-7
RIM = 70.49
12" CONC E = 66.29 |
| SSMH 4
RIM = 73.47
10" CONC E = 57.71
10" CONC W = 57.73 | CB-8
RIM = 71.06
12" CONC W = 66.81 |
| MMSD MH 1
RIM = 71.48 | CB-9
RIM = 70.30
12" CONC S = 67.35 |
| MMSD MH 2
RIM = 71.01
10" CONC W = 55.04 | CB-10
RIM = 68.62
15" CONC S = 65.72 |
| | CB-11
RIM = 69.80
15" CONC N = 65.6
15" CONC S = 65.6 |
| | CB-12
RIM = 68.74
15" CONC N = 65.05
15" CONC S = 65.00 |
| | CB-13
RIM = 73.08
12" PVC E = 71.15 |



- GENERAL NOTES:**
1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
 2. VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
 3. DRAWING IS BASED ON FIELD SURVEY COMPLETED BY THE SIGMA GROUP ON NOVEMBER 28, 2007.
 4. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTIONS 2 WHICH IS ASSUMED TO BEAR NORTH 00°52'47" WEST. THE VERTICAL DATUM IS THE VILLAGE OF BROWN DEER. TO CONVERT TO USGS DATUM ADD 580.60.

REV. BY:			
DESCRIPTION	VILLAGE COMMENTS #3		
REV. #	REV. DATE	1	7-16-2014
Project: Goodwill N. Green Bay Rd. Brown Deer, WI			
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 001		



- LEGEND:**
- PROPOSED SILT FENCE (A C400)
 - PROPOSED INLET PROTECTION (B C400)
 - PROPOSED TRACKING PAD (C C400)
 - PROPOSED EROSION MATTING WISDOT APPROVED CLASS 1 TYPE B (D C400)
 - 75 EXISTING CONTOUR
 - 75 PROPOSED CONTOUR
 - UTILITY REMOVAL
 - STRUCTURE REMOVAL
 - PAVEMENT REMOVAL
 - WOODED AREA REMOVAL
 - PROPOSED DITCH CHECK EROSION BALES (C C403)

- GENERAL NOTES:**
- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
 - VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
 - WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
 - ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, COLUMN LINES, LIGHT POLES, OR OTHER NON CIVIL SITE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
 - SEE SHEET C400 FOR A COMPLETE LIST OF EROSION CONTROL NOTES AND DETAILS. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO START OF LAND DISTURBING ACTIVITIES.
 - DO NOT BEGIN LAND DISTURBING ACTIVITIES UNTIL AN EROSION CONTROL PERMIT IS OBTAINED FROM LOCAL JURISDICTION.

- UTILITY CONTACTS:**
- | | |
|---|---|
| WATER: VILLAGE OF BROWN DEER WATER UTILITY
TOM NENNIG
414-371-3080 | ELECTRIC: WE ENERGIES
LA TROY BRUMFIELD
414-221-5617 |
| SEWER: VILLAGE OF BROWN DEER SEWER UTILITY
JIM BUSKE
414-371-3060 | PHONE: AT&T
MARK EDER
262-896-7434 |
| GAS: WE ENERGIES
LA TROY BRUMFIELD
414-221-5617 | CABLE: TW CABLE
STEVE CRAMER
414-277-4045 |

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES BEFORE YOU DIG IN RECORDS

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WE REQUEST YOU CALL 800-242-8511 PRIOR TO ANY WORK. THIS NOTICE IS REQUIRED BY STATE LAW.

MILW. AREA 259-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

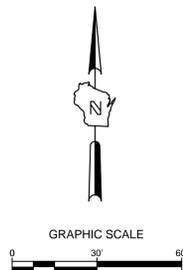
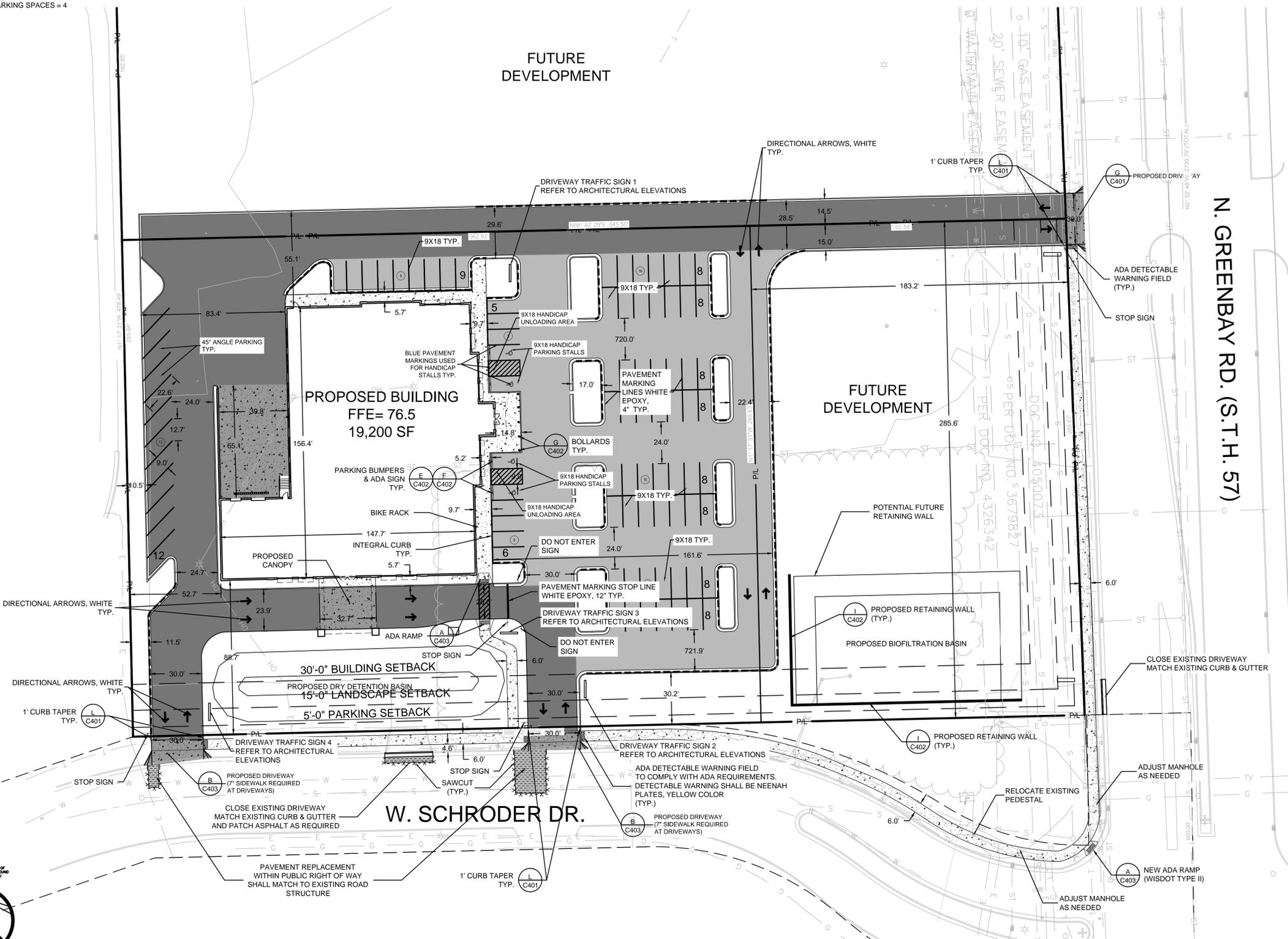
REV. BY:			
REV. #	1	7-16-2014	
DESCRIPTION	VILLAGE COMMENTS #3		
Project:	Goodwill N. Green Bay Rd. Brown Deer, WI		
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:			
SITE PREPARATION AND EROSION CONTROL PLAN			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 002		

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SITE INFORMATION:

TOTAL SITE = 3.58 ACRES
 TOTAL DISTURBED AREA = 3.76 ACRES
 EXISTING IMPERVIOUS AREA = 1.83 ACRES
 PROPOSED IMPERVIOUS AREA = 2.21 ACRES
 PARKING SPACES = 80
 HANDICAP PARKING SPACES = 4

FUTURE DEVELOPMENT



LEGEND:

	5" THICK CONCRETE WALK (7" THICK AT DRIVEWAYS)	(A) C401
	CONCRETE PAVEMENT	(B) C401
	REGULAR DUTY ASPHALT SURFACE	(C) C401
	HEAVY DUTY ASPHALT SURFACE	(D) C401
	CURB & GUTTER (ACCEPT)	(E) C401
	CURB & GUTTER (REJECT)	(E) C401
	INTEGRAL CURB	(F) C401
	- X - X - SAWCUT	(M) C401

GENERAL NOTES:

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5. DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT.
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7. PARKING STALL PAVEMENT MARKINGS SHALL BE WHITE EPOXY, 4" THICK. ALL HANDICAP PARKING STALL LINES, SYMBOLS, AND HATCHING SHALL BE PAINTED BLUE.
8. DETECTABLE WARNING STRIPS SHALL BE NEENAH YELLOW PLATE TYPE.



CALL DIGGERS HOTLINE
 1-800-242-8511
 TOLL FREE
 WE REQUEST YOU CALL 24 HOURS BEFORE YOU DIG
 MILWAUKEE AREA 259-1181

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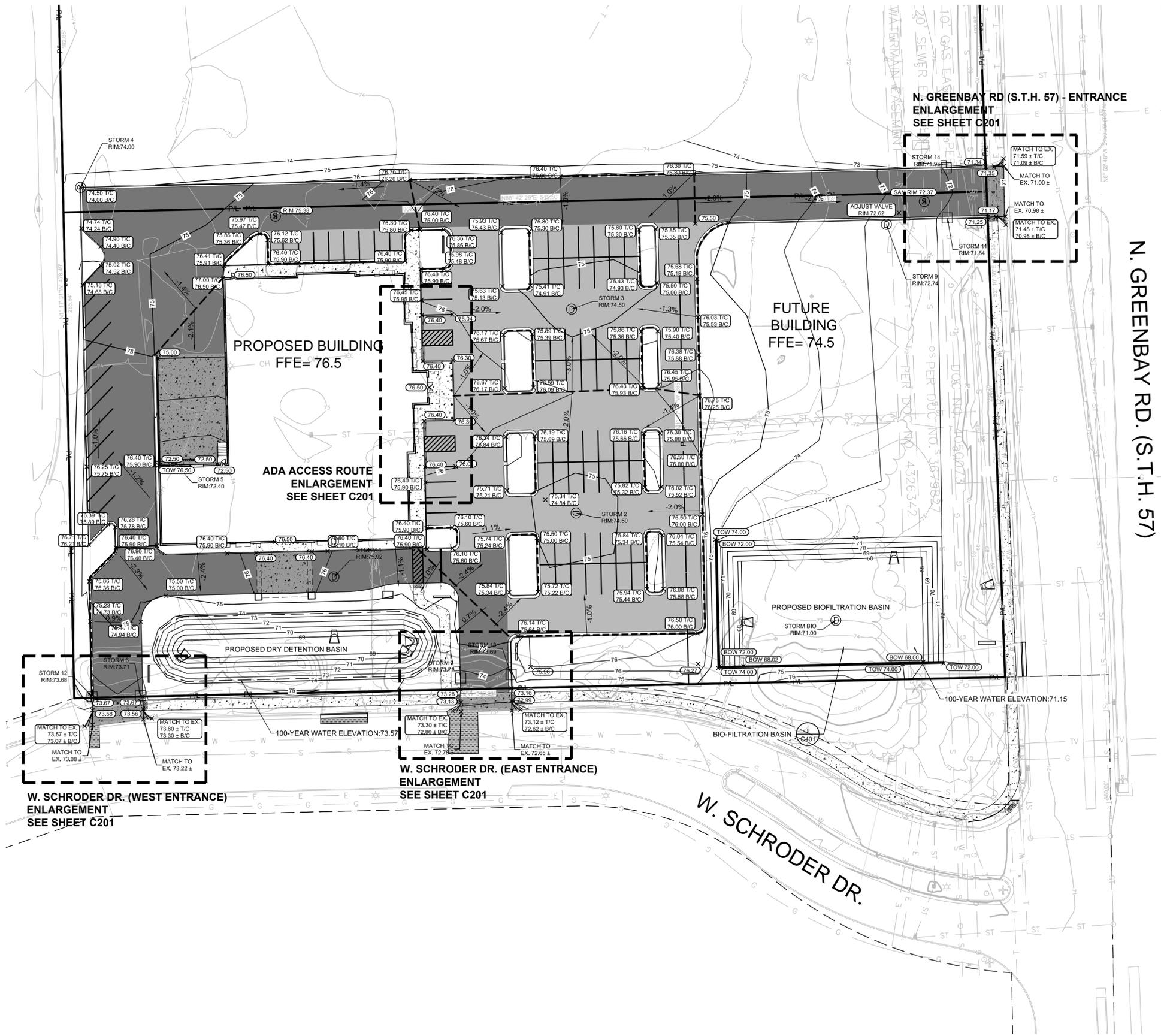
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REV. BY:			
REV. #	1	7-16-2014	
DESCRIPTION	VILLAGE COMMENTS #3		
Project:	Goodwill	N. Green Bay Rd.	Brown Deer, WI
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:	SITE PLAN		
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 100		

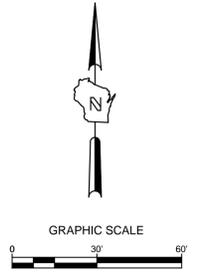


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PLEASE CALL 3 HOURS AHEAD
NOTICE BEFORE YOU DIG
MILW. AREA 259-1181

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N. GREENBAY RD. (S.T.H. 57)



- LEGEND:**
- 5' THICK CONCRETE WALK (A C401)
 - CONCRETE PAVEMENT (B C401)
 - REGULAR DUTY ASPHALT SURFACE (C C401)
 - HEAVY DUTY ASPHALT SURFACE (D C401)
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED CURB & GUTTER SPOT GRADE
T/C: TOP OF CURB GRADE
B/C: BOTTOM OF CURB GRADE
 - PROPOSED SPOT GRADE
 - PROPOSED GRADE BREAKS AND DRAINAGE ARROWS
 - CURB & GUTTER (ACCEPT) (E C401)
 - CURB & GUTTER (REJECT) (E C401)
 - STORM MANHOLE (D C402)
 - SANITARY MANHOLE (J C401)
 - PROPOSED NYLOPLAST STORM CATCH BASINS (K C401)
 - PROPOSED METAL OR HDPE APRON ENDWALL SECTION (H C401)

GENERAL NOTES:

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7. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

REV. BY:		DESCRIPTION	
REV. #	REV. DATE	1	7-16-2014
Project:		Goodwill N. Green Bay Rd. Brown Deer, WI	
Drawing Title:		GRADING PLAN	
Date:	7-11-2014	Scale:	GRAPHIC
Drawn:	TPM/AEK	Job:	14590
Sheet:	C 200		

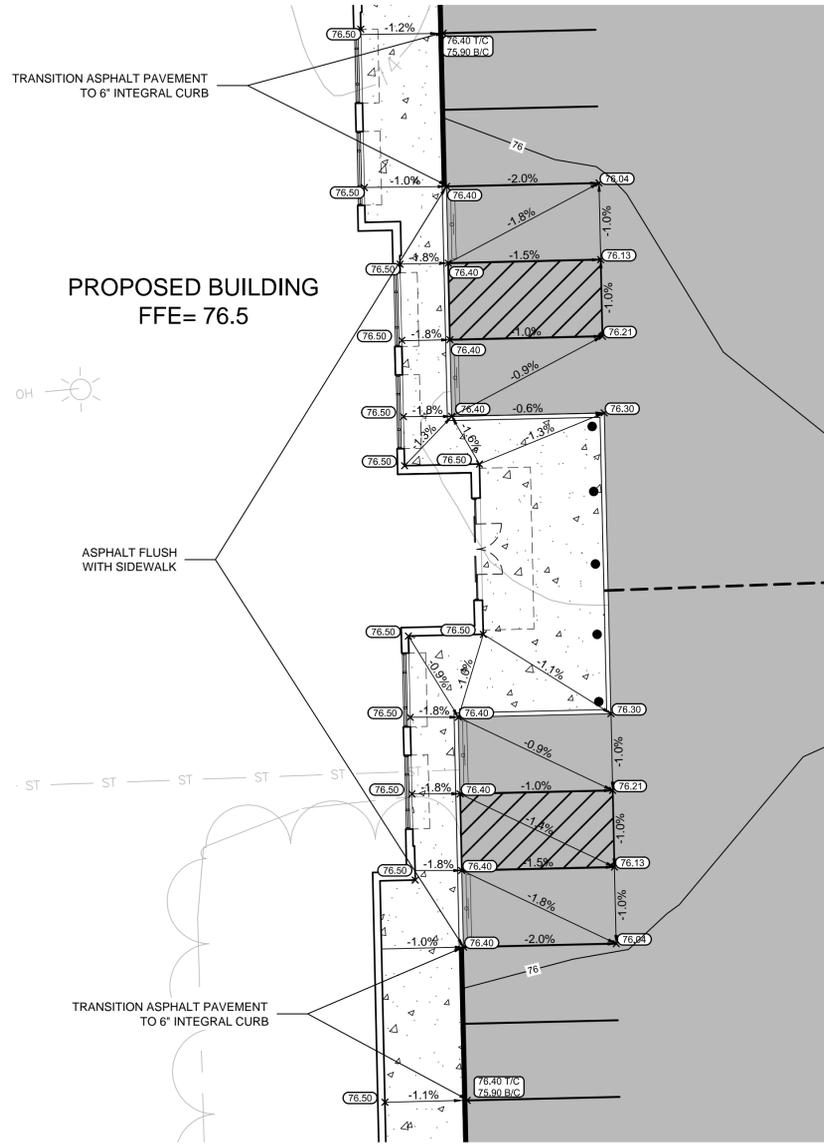
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PERSPECTIVE DESIGN, INC.
 11525 W. North Avenue
 Wauwatosa, WI 53226
 Tel (414) 302-1780 Fax (414) 302-1781

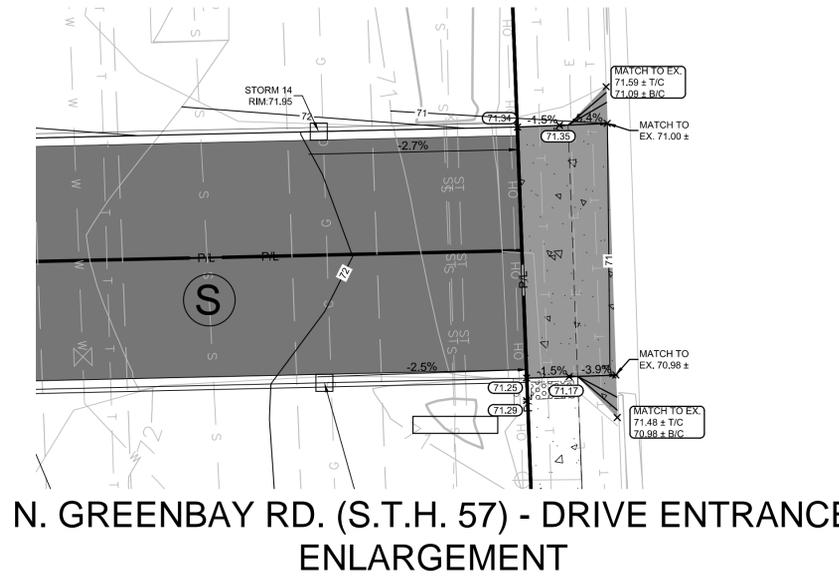


CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
WE STRIKE HELDAYS (9/10)
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU DIG
MILW. AREA 259-1181

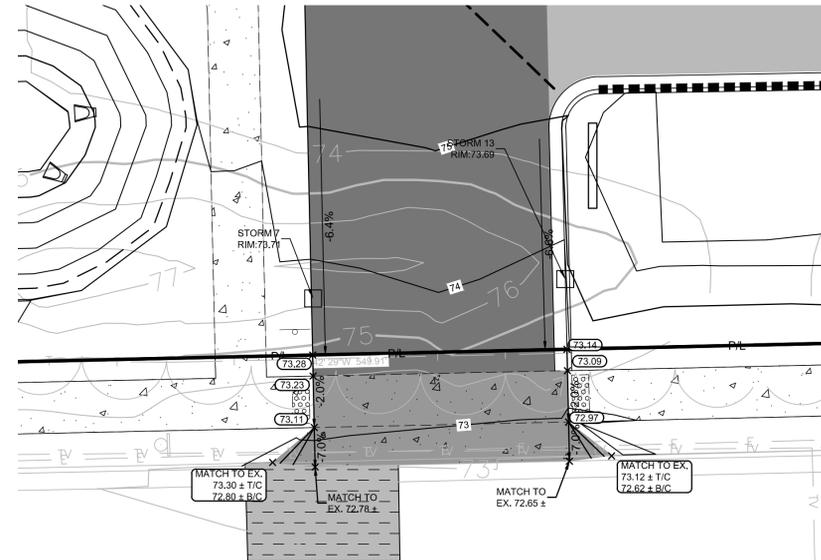
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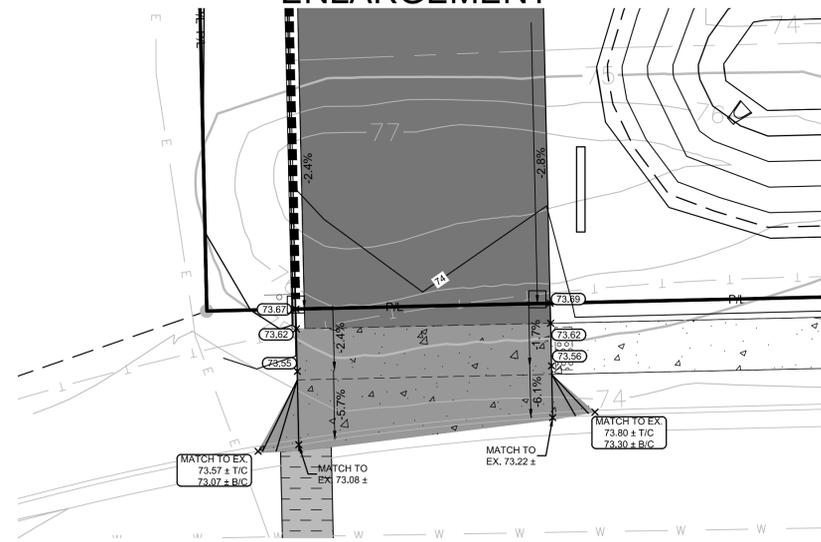
ADA PARKING STALL ENLARGEMENT
ENLARGEMENT



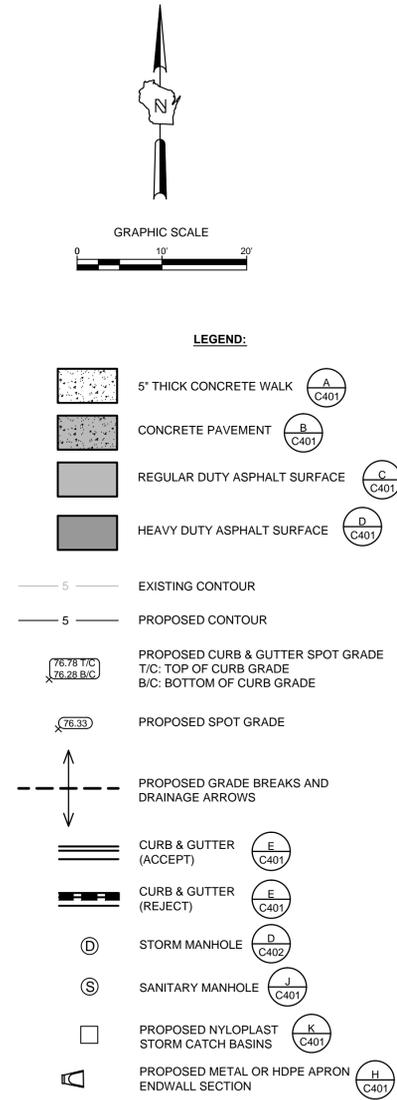
N. GREENBAY RD. (S.T.H. 57) - DRIVE ENTRANCE
ENLARGEMENT



W. SCHRODER DR. - EAST DRIVE ENTRANCE
ENLARGEMENT



W. SCHRODER DR. - WEST DRIVE ENTRANCE
ENLARGEMENT



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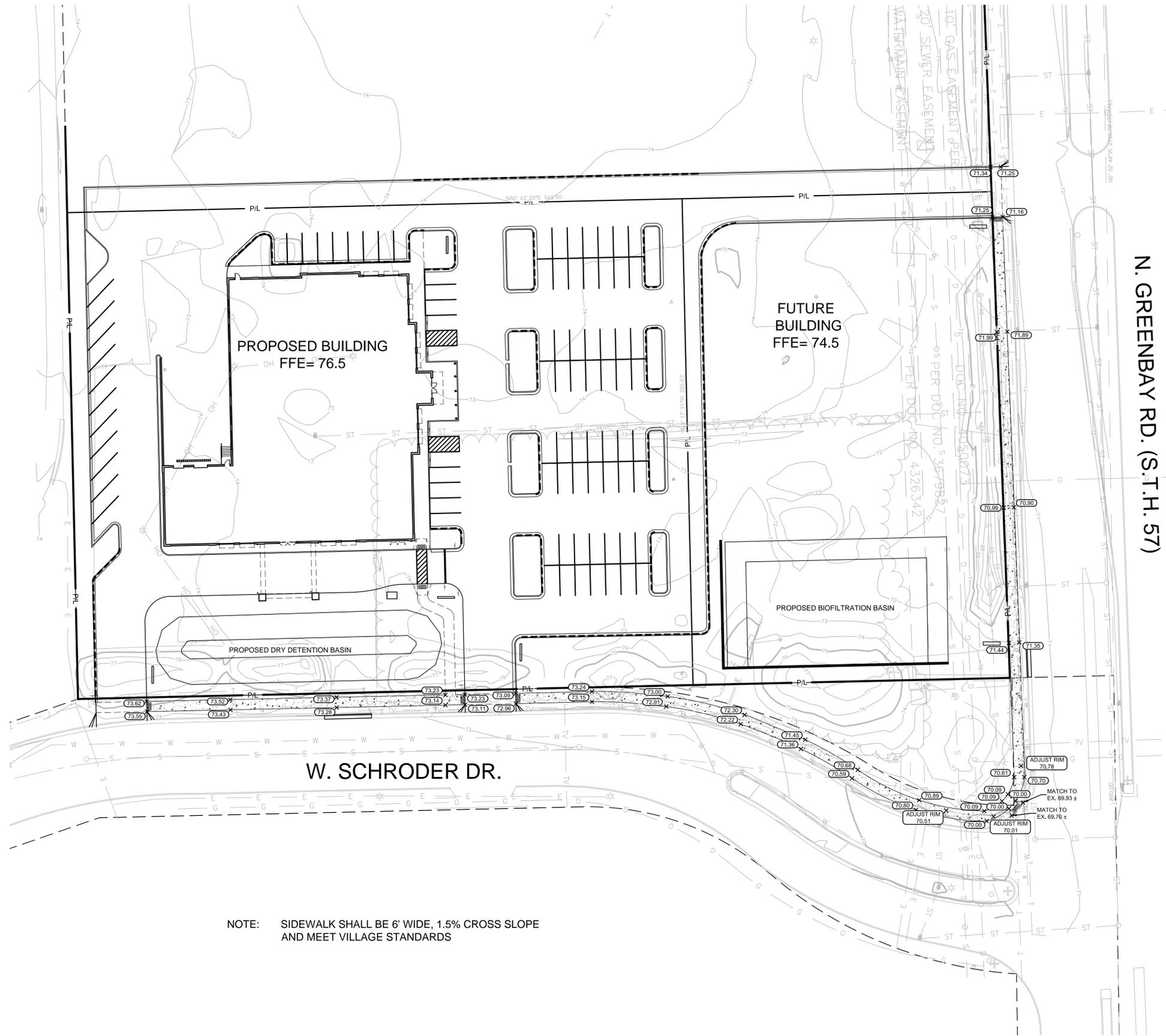
REV. BY:			
REV. #	REV. DATE	DESCRIPTION	VILLAGE COMMENTS #3
1	7-16-2014		
Project: Goodwill N. Green Bay Rd. Brown Deer, WI			
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:			
GRADING PLAN			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 201		



CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

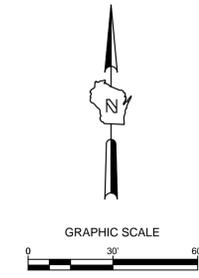
WE STRIVE FOR EXCELLENCE
OUR COMMITMENT TO YOU
MILW. AREA 259-1181

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NOTE: SIDEWALK SHALL BE 6' WIDE, 1.5% CROSS SLOPE AND MEET VILLAGE STANDARDS

N. GREENBAY RD. (S.T.H. 57)



- LEGEND:**
- 5" THICK CONCRETE WALK
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED CURB & GUTTER SPOT GRADE
T/C: TOP OF CURB GRADE
B/C: BOTTOM OF CURB GRADE
 - PROPOSED SPOT GRADE

GENERAL NOTES:

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REV. BY:		DESCRIPTION	
REV. #	DATE		
1	7-16-2014	VILLAGE COMMENTS #3	
Project:			
Goodwill		N. Green Bay Rd. Brown Deer, WI	
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:			
GRADING PLAN PUBLIC SIDEWALK			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:			
C 202			

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File: I:\Weas Dev\14590 - Brown Deer Goodwill\060 CAD\C - Civil\506-Utility\Plan\14590-506-UTLL.dwg

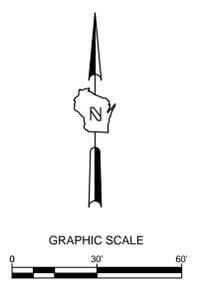
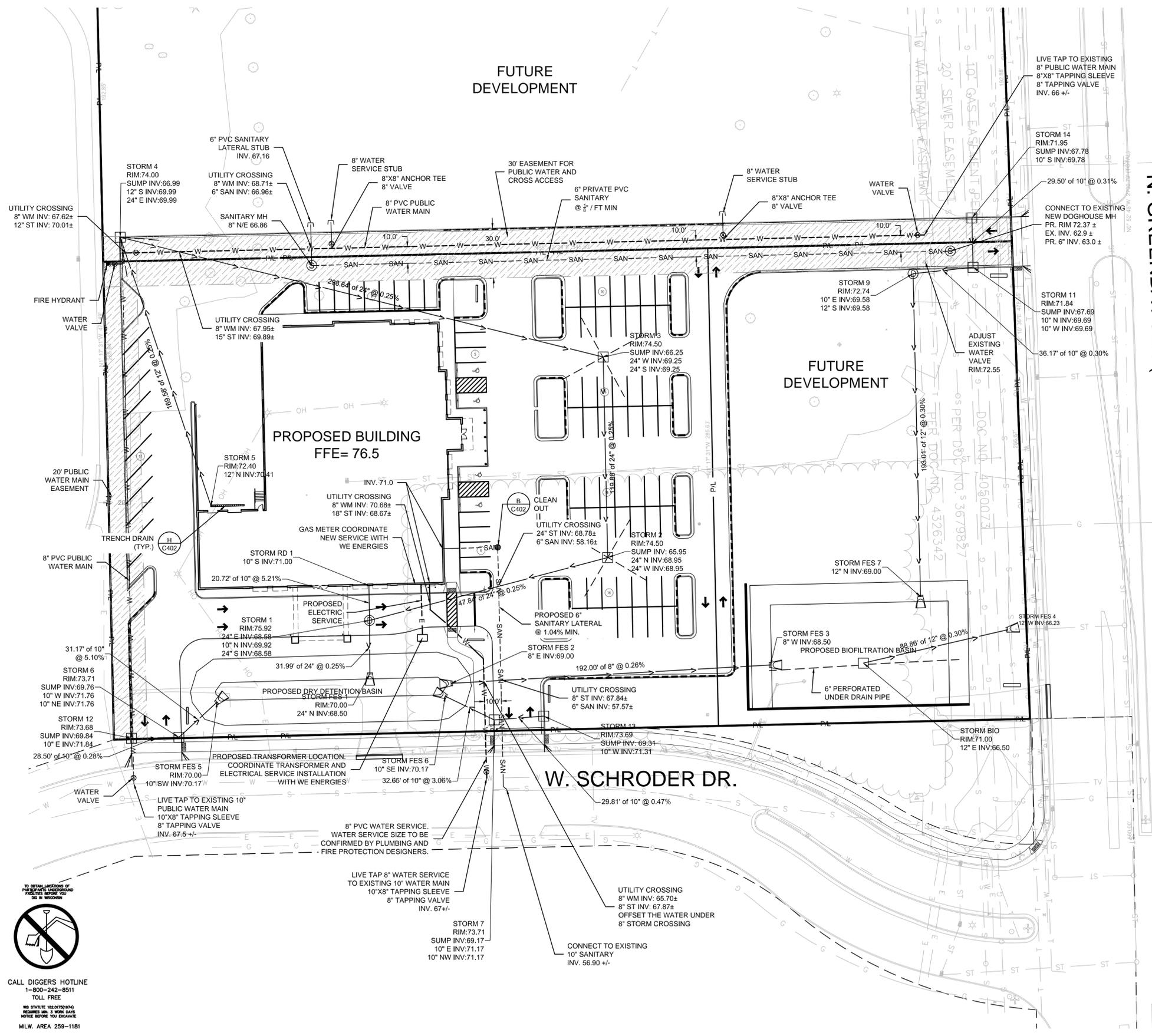
TO OBTAIN LOCATIONS OF
FURNISHED RECORDS
BEFORE YOU
DO ANY WORK

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WE STATUTE 182.07(2)(b)2
REQUIRES 14" X 14" SIGN
NOTICE BEFORE YOU DIG

MILW. AREA 259-1181

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LEGEND:

---	PROPOSED WATER SERVICE
---	PROPOSED SANITARY SERVICE
---	PROPOSED STORM SEWER
---	PROPOSED ELECTRICAL SERVICE
△	PROPOSED METAL OR HDPE APRON ENDWALL SECTION
□	PROPOSED NYLOPLAST STORM CATCH BASINS
⊙	PROPOSED STORM MANHOLE
⊙	SANITARY MANHOLE
---	STORM UNDER DRAIN

GENERAL NOTES:

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5. ALL UTILITIES WITHIN 5 FEET OF PAVED AREAS SHALL REQUIRE GRANULAR BACKFILL. SLURRY BACKFILL IS REQUIRED FOR ALL WORK IN PUBLIC RIGHT OF WAY.
6. PRIVATE STORM INLETS IN PAVEMENT SHALL REQUIRE DRAIN TILE STUBS OF 10 FEET IN TWO DIRECTIONS FOR SUBDRAINAGE. RIM GRADE FOR STORM INLETS IN CURB AND GUTTER ARE FLOW LINE GRADES.
7. WORK IN PUBLIC RIGHT OF WAY SHALL FOLLOW MATERIAL AND INSTALLATION REQUIREMENTS PER MUNICIPAL AND/OR COUNTY.
8. PRIVATE STORM SEWER SHALL BE ADS N-12 HDPE. PRIVATE WATER MAIN SHALL BE CLASS 150 DR 18 PVC CONFORMING TO AWWA C-900. PRIVATE SANITARY SEWER SHALL BE PVC SDR-35 ASTM D3034.
9. COORDINATE FINAL LOCATION AND DESIGN OF PRIVATE UTILITY SERVICES (ELECTRIC, GAS, PHONE, CABLE) WITH UTILITY COMPANIES.
10. MAINTAIN MINIMUM OF FIVE FEET OF COVER OVER WATER SERVICE.
11. ALL CASTINGS SHALL BE NEENAH. REFER TO DETAILS SHEETS FOR SPECIFIC CASTING TYPES.
12. PROVIDE 2" POLYSTYRENE INSULATION AT ALL WATER CROSSINGS.

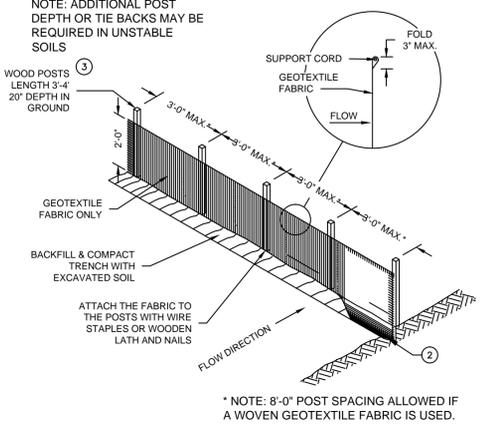
UTILITY CONTACTS:

WATER: VILLAGE OF BROWN DEER WATER UTILITY TOM NENNIG 414-371-3080	ELECTRIC: WE ENERGIES LA TROY BRUMFIELD 414-221-5617
SEWER: VILLAGE OF BROWN DEER SEWER UTILITY JIM BUSKE 414-371-3060	PHONE: AT&T MARK EDER 262-896-7434
GAS: WE ENERGIES LA TROY BRUMFIELD 414-221-5617	CABLE: TW CABLE STEVE CRAMER 414-277-4045

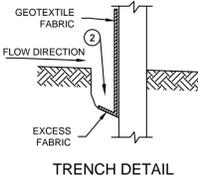
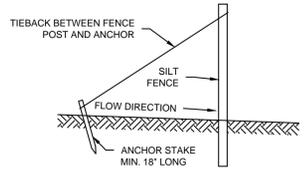
REV. BY:		DESCRIPTION	VILLAGE COMMENTS #3
REV. #	DATE		
1	7-16-2014		
Project: Goodwill N. Green Bay Rd. Brown Deer, WI			
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title: UTILITY PLAN			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 300		

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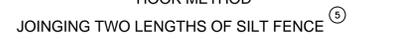
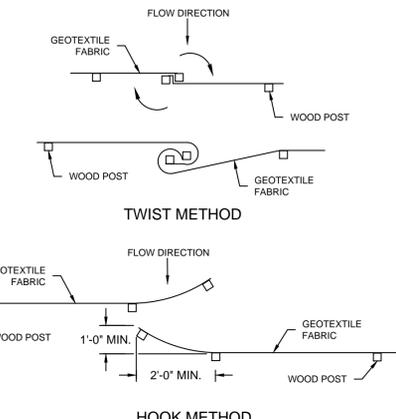
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SILT FENCE



A SILT FENCE: WDNR TS-1056 NOT TO SCALE



JOINING TWO LENGTHS OF SILT FENCE

GENERAL NOTES

1. HORIZONTAL BRACE REQUIRED WITH 2"x4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1-1/2" X 1-1/2" OF OAK OR HICKORY.

4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.

5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ON THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST OR ROTATE, AT LEAST 180 DEGREES. B) HOOK THE END OF EACH SILT FENCE LENGTHS.

THIS DRAWING IS BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6

GENERAL NOTES

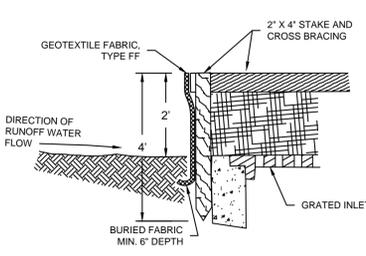
1. HORIZONTAL BRACE REQUIRED WITH 2"x4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

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INLET PROTECTION, TYPE A

GENERAL NOTES

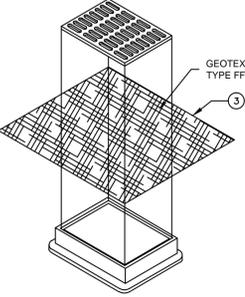
1. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

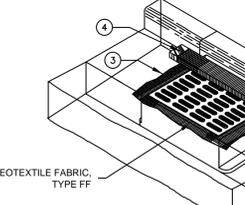
3. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

4. FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



INLET PROTECTION, TYPE B (WITHOUT CURB BOX) (CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



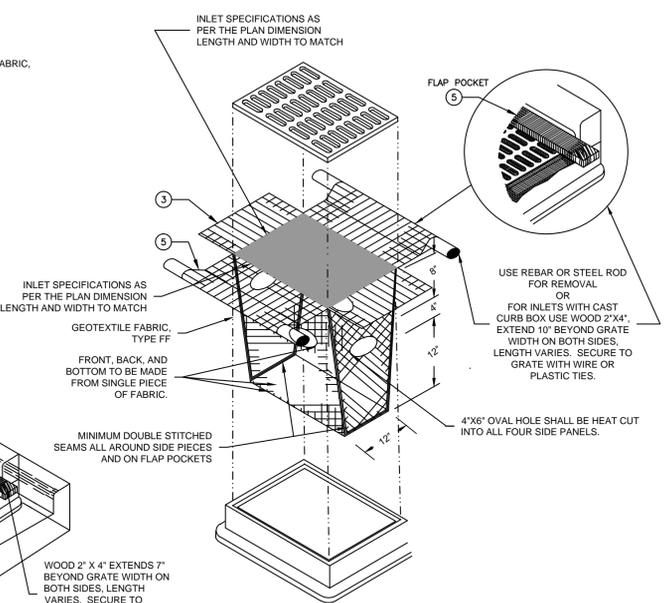
INLET PROTECTION, TYPE C (WITH CURB BOX)

INSTALLATION NOTES

TYPE B & C TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4' FROM THE BOTTOM OF THE BAG.

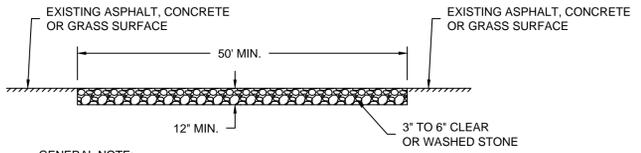
B INLET PROTECTION TYPE A, B, C, AND D: WDNR TS-1060 NOT TO SCALE



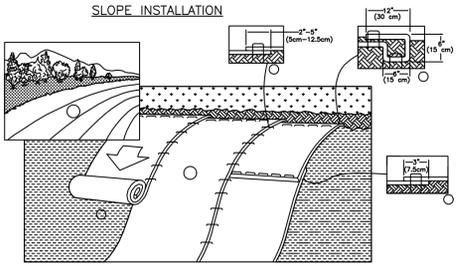
INLET PROTECTION, TYPE D (CAN BE INSTALLED IN ANY INLET WITH OR WITHOUT A CURB BOX AS PER NOTE)

GENERAL NOTE: INLET PROTECTION SHALL CONFORM TO WDNR CONSERVATION PRACTICE STANDARD #1060

THIS DRAWING IS BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 10-2



C CONSTRUCTION ENTRANCE/EXIT DETAIL: WDNR TS-1057 NOT TO SCALE



- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
 - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF RECP'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES / STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES / STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S
 - ROLL THE RECP'S (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES / STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES / STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
 - THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2' - 5' (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
 - CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3' (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH. NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTH GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.
- NOTE:
- EROSION MATTING SHALL CONFORM TO WDNR CONSERVATION PRACTICE STANDARD #1052.
 - INSTALL PER MANUFACTURERS SPECIFICATIONS.

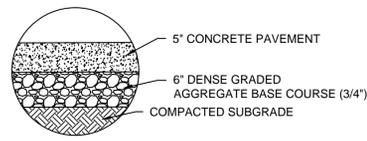
D EROSION MATTING: WDNR TS-1052 NOT TO SCALE

EROSION CONTROL NOTES:

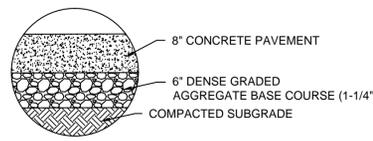
- CONSTRUCTION SITE EROSION CONTROL AND SEDIMENTATION CONTROL SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL MUNICIPALITY AND SHALL EMPLOY EROSION CONTROL METHODS AS SHOWN AND SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
- ALL EROSION CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND SHALL BE INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON THE SITE.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION AFTER A RAINFALL OF 0.5 INCHES OR MORE, BUT NO LESS THAN ONCE EVERY WEEK. MAINTENANCE OF ALL EROSION CONTROL STRUCTURES SHALL BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP AND REMOVAL OF ALL SEDIMENT WHEN LEAVING PROPERTY. EROSION CONTROL MEASURES MUST BE IN WORKING CONDITION AT END OF EACH WORK DAY. DOCUMENT AND MAINTAIN RECORDS OF INSPECTIONS IN ACCORDANCE WITH WDNR NR216 REQUIREMENTS.
- SILT FENCE SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THE CONSTRUCTION PLANS. SEDIMENT DEPOSITS SHALL BE REMOVED FROM BEHIND THE SILT FENCE WHEN DEPOSITS REACH A DEPTH OF 6 INCHES. THE SILT FENCE SHALL BE REPAIRED OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
- FILTER FABRIC SHALL BE INSTALLED BENEATH INLET COVERS TO TRAP SEDIMENT PER INLET PROTECTION DETAIL IN THE LOCATIONS SHOWN ON THE CONSTRUCTION PLANS.
- EROSION CONTROL MEASURES SHALL BE MAINTAINED ON A CONTINUING BASIS UNTIL SITE IS FULLY STABILIZED.
- PERIODIC STREET SWEEPING SHALL BE COMPLETED TO MAINTAIN ADJACENT STREETS FREE OF DUST AND DIRT.
- SILT FENCE SHALL BE INSTALLED IN HORSESHOE FASHION AROUND ANY TOPSOIL AND FILL STOCKPILES.
- SITE DEWATERING. WATER PUMPED FROM THE SITE SHALL BE TREATED BY SEDIMENT BASINS OR OTHER APPROPRIATE MEASURES SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE, ADJACENT SITES, OR RECEIVING CHANNELS.
- WASTE AND MATERIAL DISPOSAL. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
- TRACKING. EACH SITE SHALL HAVE GRAVELED ROADS, ACCESS DRIVES AND PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING, TO THE SATISFACTION OF THE VILLAGE, BEFORE THE END OF EACH WORKDAY. FLUSHING MAY NOT BE USED UNLESS SEDIMENT WILL BE CONTROLLED BY A SEDIMENT BASIN OR PRACTICE SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS. NOTIFY MUNICIPALITY OF ANY CHANGES IN STABILIZED CONSTRUCTION ENTRANCE LOCATION.
- SEDIMENT CLEANUP. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORKDAY. ALL OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE CLEANED UP BY THE END OF THE WORKDAY.
- ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN OR MORE DAYS SHALL BE STABILIZED BY TEMPORARY OR PERMANENT SEEDING, MULCHING, SODDING, COVERING WITH TARPS, OR EQUIVALENT PRACTICE FOUND IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD. IF TEMPORARY SEEDING IS USED, A PERMANENT COVER SHALL ALSO BE REQUIRED AS PART OF THE FINAL SITE STABILIZATION. SEEDING OR SODDING SHALL BE REQUIRED AS PART OF THE FINAL SITE STABILIZATION.
- SOIL OR DIRT STORAGE PILES SHALL BE LOCATED A MINIMUM OF TWENTY-FIVE FEET FROM ANY DOWNSLOPE ROAD, LAKE, STREAM, WETLAND, OR DRAINAGE CHANNEL. STRAW BALE OR FILTER FABRIC FENCES SHALL BE PLACED ON THE DOWN SLOPE SIDE OF THE PILES. IF REMAINING FOR MORE THAN THIRTY DAYS, PILES SHALL BE STABILIZED BY MULCHING, VEGETATIVE COVER, TARPS OR OTHER MEANS.
- WHEN THE DISTURBED AREA HAS BEEN STABILIZED BY PERMANENT VEGETATION OR OTHER MEANS, TEMPORARY PRACTICES, SUCH AS FILTER FABRIC FENCES, STRAW BALES, SEDIMENT AND SEDIMENT TRAPS, FOUND IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS SHALL BE REMOVED.
- NOTIFY THE LOCAL MUNICIPALITY HAVING JURISDICTION WITHIN TWO WORKING DAYS OF COMMENCING ANY LAND DEVELOPMENT OR LAND DISTURBING ACTIVITY.
- OBTAIN PERMISSION FROM THE LOCAL MUNICIPALITY HAVING JURISDICTION PRIOR TO MODIFYING THE EROSION CONTROL PLAN.
- REPAIR ANY SILTATION OR EROSION DAMAGE TO ADJOINING SURFACES AND DRAINAGE WAYS RESULTING FROM LAND DEVELOPMENT OR LAND DISTURBING ACTIVITIES.
- KEEP A COPY OF THE EROSION CONTROL PLAN ON SITE.
- CONTRACTOR SHALL, TO THE EXTENT POSSIBLE, MINIMIZE DISTURBANCE OF EXISTING VEGETATION DURING CONSTRUCTION.
- CONTRACTOR SHALL, TO THE EXTENT POSSIBLE, MINIMIZE COMPACTION OF TOPSOIL AND PRESERVE TOPSOIL IN GREENSPACE AREAS.
- WASH WATER FROM VEHICLES AND WHEEL WASHING SHALL BE CONTAINED AND TREATED PRIOR TO DISCHARGE.
- CONTRACTOR SHALL MAINTAIN SPILL KITS ON-SITE.
- AFTER SITE IS RESTORED AND PROJECT IS COMPLETE, CONTRACTOR SHALL CLEAN SEDIMENT FROM STORM WATER BASINS.

REV. BY:			
DESCRIPTION	VILLAGE COMMENTS #3		
REV. #	REV. DATE	1	7-16-2014
Project: Goodwill N. Green Bay Rd. Brown Deer, WI			
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title: DETAILS			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 400		

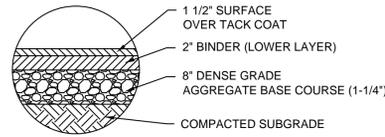
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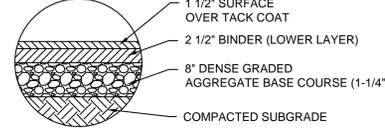
A CONCRETE SIDEWALK SECTION
NOT TO SCALE



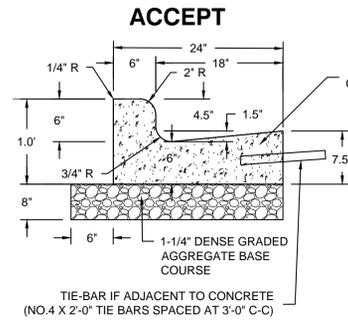
B CONCRETE PAVEMENT SECTION
NOT TO SCALE



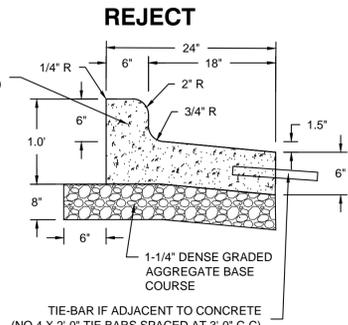
C ASPHALT PAVEMENT SECTION
NOT TO SCALE



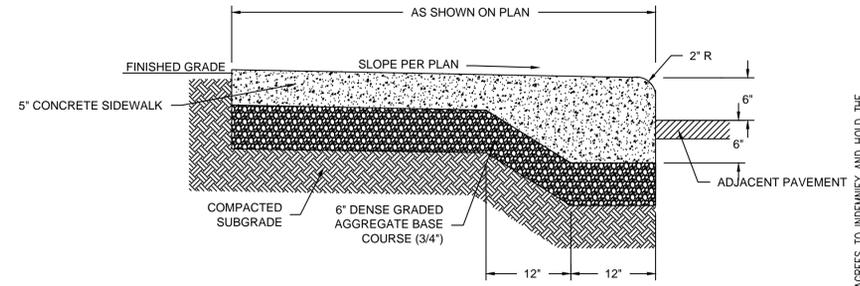
D ASPHALT PAVEMENT SECTION (HEAVY DUTY)
NOT TO SCALE



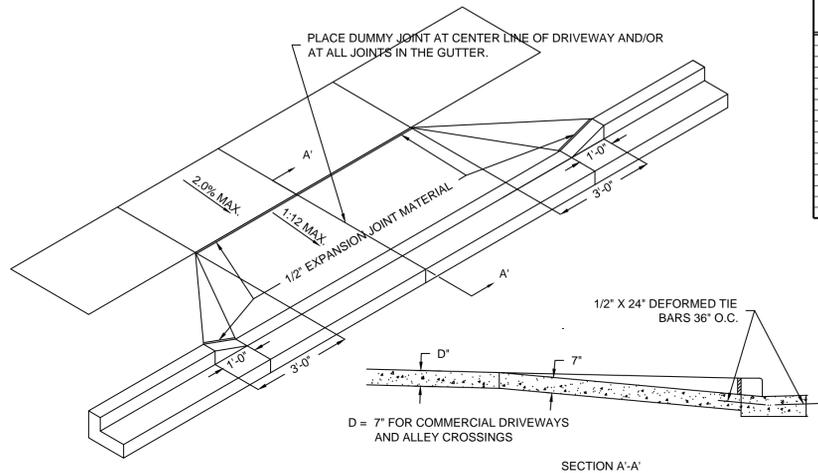
E 24\"/>



F CONCRETE PAVEMENT WITH INTEGRAL CURB
NOT TO SCALE



F CONCRETE PAVEMENT WITH INTEGRAL CURB
NOT TO SCALE

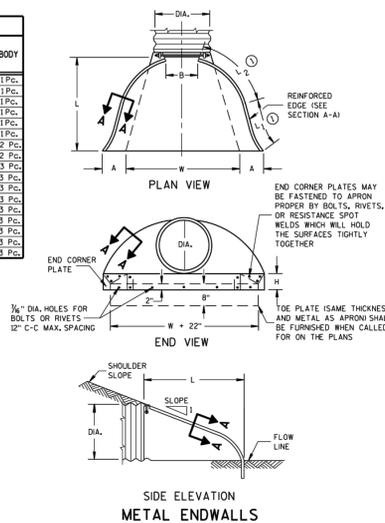


G CONCRETE DRIVEWAY
NOT TO SCALE

PIPE DIA. (IN)	MIN. THICK. (INCHES)	DIMENSIONS (INCHES)										APPROX. SLOPE	BODY		
		A	B	H	L	L1	L2	W	H	H	H				
12	.064	.060	6	6	6	21	17	24	24	24	24	24	24	24	11 Pc.
15	.064	.060	7	8	6	26	19	25	30	27	24	24	24	24	11 Pc.
18	.064	.060	8	10	6	31	15	28	36	27	24	24	24	24	11 Pc.
21	.064	.060	9	12	6	36	18	29	42	27	24	24	24	24	11 Pc.
24	.064	.075	10	13	6	41	18	37	48	27	24	24	24	24	11 Pc.
30	.075	.075	12	16	8	51	18	52	60	27	24	24	24	24	11 Pc.
36	.075	.055	14	19	9	60	24	59	72	27	24	24	24	24	12 Pc.
42	.09	.055	16	22	11	69	24	75	84	27	24	24	24	24	12 Pc.
48	.09	.055	18	27	12	78	24	81	90	27	24	24	24	24	13 Pc.
54	.09	.055	18	30	12	84	30	85	102	27	24	24	24	24	13 Pc.
60	.09	.055	18	33	12	87	—	—	114	2	to 15	15	15	15	15
66	.09	.055	18	36	12	87	—	—	120	2	to 15	15	15	15	15
72	.09	.055	18	39	12	87	—	—	126	2	to 15	15	15	15	15
78	.09	.055	18	42	12	87	—	—	132	2	to 15	15	15	15	15
84	.09	.055	18	45	12	87	—	—	138	2	to 15	15	15	15	15
90	.09	.055	18	48	12	87	—	—	144	2	to 15	15	15	15	15
96	.09	.055	18	51	12	87	—	—	150	2	to 15	15	15	15	15

LAP SEAMS SHALL BE TIGHTLY JOINED BY GALVANIZED RIVETS AND BOLTS FOR STEEL UNITS AND ALUMINUM RIVETS AND BOLTS FOR ALUMINUM UNITS. FOR THE 60" THROUGH 96" DIAMETER APRON ENDWALL SIZES, THE REINFORCED EDGES AND PANEL SEAMS SHALL BE FURTHER REINFORCED WITH GALVANIZED STEEL OR ALUMINUM STIFFENER ANGLES. THE ANGLES SHALL BE ATTACHED BY GALVANIZED NUTS AND BOLTS FOR STEEL UNITS AND ALUMINUM NUTS AND BOLTS FOR ALUMINUM UNITS.

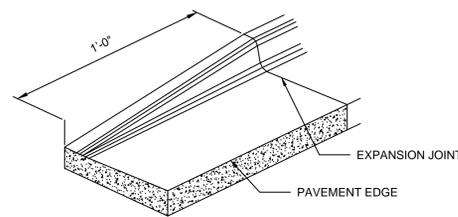
FLARED END SECTIONS SHALL HAVE STANDARD DIMENSIONS AND REINFORCING, CONFORMING TO DETAIL 8 F 1-11 OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION FACILITIES DEVELOPMENT MANUAL.



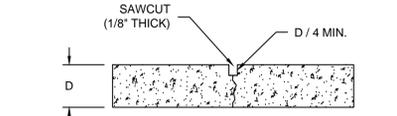
H METAL APRON ENDWALL FOR CULVERT PIPE
NOT TO SCALE

NOTES:

- CONSTRUCT MANHOLE IN ACCORDANCE WITH FILE NO. 12 OF THE STATE STANDARD SPECIFICATIONS FOR SEWER AND WATER.
- ADJUST FRAME TO GRADE WITH CONCRETE RINGS OF VARIABLE THICKNESS. MAXIMUM RING HEIGHT = 6". MINIMUM RING HEIGHT = 2". CONCRETE RINGS SHALL BE REINFORCED WITH ONE LINE OF STEEL CENTERED WITHIN THE RING. WHERE NECESSARY RINGS SHALL BE GROOVED TO RECEIVE STEP.
- CONCRETE AND REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION C-478.
- JOINTS SHALL BE WATERTIGHT AND SHALL BE MADE USING MORTAR, FLEXIBLE PLASTIC GASKETS OR RUBBER TYPE GASKETS FOR STORM MANHOLES.
- AREA OF CIRCUMFERENTIAL STEEL = 0.12 SQ. INCH PER LINEAL FOOT MIN.
- 3" OF BEDDING STONE UNDER BASE REQUIRED ON WET SUB-GRADE.
- ALL SANITARY MANHOLES SHALL BE PROVIDED WITH EXTERNAL, FLEXIBLE RUBBER SLEEVE AND STAINLESS STEEL COMPRESSION BANDS DESIGNED TO PREVENT LEAKAGE OF WATER INTO MANHOLE IN ADJUSTING RING AREA BETWEEN MANHOLE FRAME AND TOP OF CONE OR FLAT TOP. SEAL SHALL REMAIN FLEXIBLE, ALLOWING REPEATED VERTICAL MOVEMENTS OF FRAME DUE TO FROST LIFE, GROUND MOVEMENT, OR OTHER CAUSES OF UP TO 2 IN. AND/OR REPEATED HORIZONTAL MOVEMENTS OF FRAME DUE TO THERMAL MOVEMENT OF PAVEMENT OR OTHER CAUSES OF UP TO 1/2 IN. FOR A 20 YEAR DESIGN LIFE. PROVIDE ADAPTOR, INC. "V.E.A. SEAL", CRETEX SPECIALTY PRODUCTS "EXTERNAL MANHOLE CHIMNEY SEAL" OR APPROVED EQUAL. INSTALL CHIMNEY SEALS ON ALL SANITARY MANHOLES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.



L 1' CURB TAPER
NOT TO SCALE

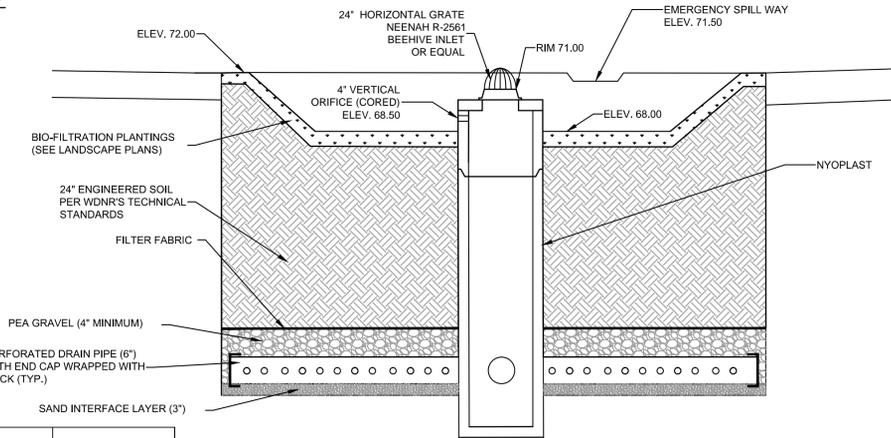


M CONCRETE JOINT-SAWCUT
NOT TO SCALE

STRUCTURE #	STRUCTURE TYPE	CASTING TYPE
1	STORM MANHOLE	R-1550, TYPE B
2	AREA CATCH BASIN	R-1792
3	AREA CATCH BASIN	R-1792
4	CURB CATCH BASIN	R-3067
5	TRENCH DRAIN	ACO MODEL S300K/72263
6	CURB CATCH BASIN	R-3067
7	CURB CATCH BASIN	R-3067
9	STORM MANHOLE	R-1550, TYPE B
11	CURB CATCH BASIN	R-3067
12	CURB CATCH BASIN	R-3067
13	CURB CATCH BASIN	R-3067
14	CURB CATCH BASIN	R-3067
	SANITARY MANHOLE	R-1661, TYPE B

NOTE: ENGINEERED SOIL SHALL NOT BE INSTALLED UNTIL SITE HAS BEEN STABILIZED.

I BIOFILTER AREA
NOT TO SCALE

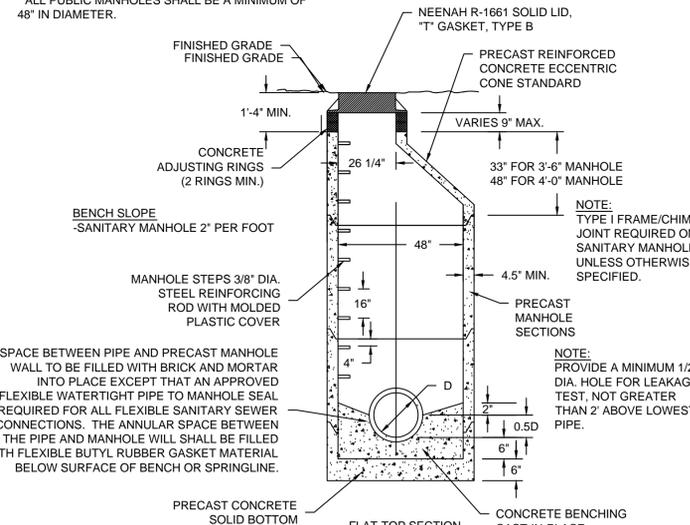


STRUCTURE #	STRUCTURE TYPE	CASTING TYPE
1	STORM MANHOLE	R-1550, TYPE B
2	AREA CATCH BASIN	R-1792
3	AREA CATCH BASIN	R-1792
4	CURB CATCH BASIN	R-3067
5	TRENCH DRAIN	ACO MODEL S300K/72263
6	CURB CATCH BASIN	R-3067
7	CURB CATCH BASIN	R-3067
9	STORM MANHOLE	R-1550, TYPE B
11	CURB CATCH BASIN	R-3067
12	CURB CATCH BASIN	R-3067
13	CURB CATCH BASIN	R-3067
14	CURB CATCH BASIN	R-3067
	SANITARY MANHOLE	R-1661, TYPE B

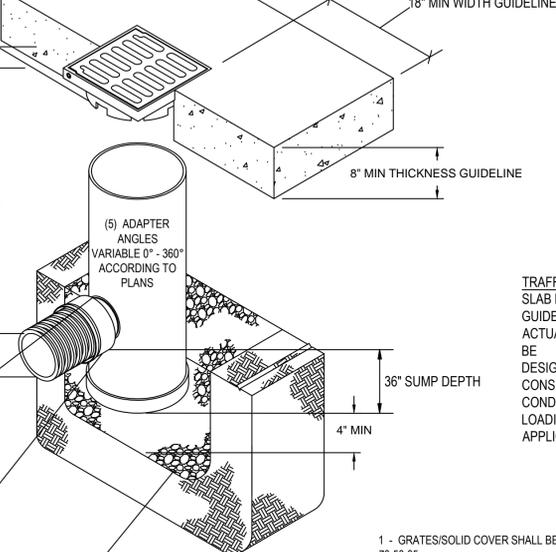
NOTE: ENGINEERED SOIL SHALL NOT BE INSTALLED UNTIL SITE HAS BEEN STABILIZED.

PIPE DIA. [D]	MANHOLE DIA.	WALL THICKNESS
8" THRU 27"	3'-6"	4 1/2"
30"	4'-0"	5"
36"	5'-0"	6"
42"	6'-0"	7"

* ALL PUBLIC MANHOLES SHALL BE A MINIMUM OF 48" IN DIAMETER.



J PRECAST SANITARY MANHOLE
NOT TO SCALE

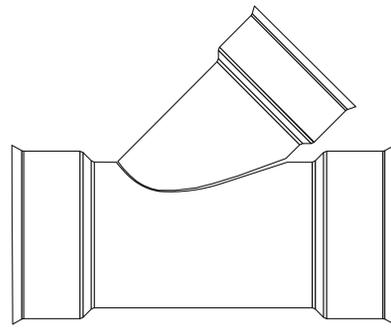


K NYOPLAST 30\"/>

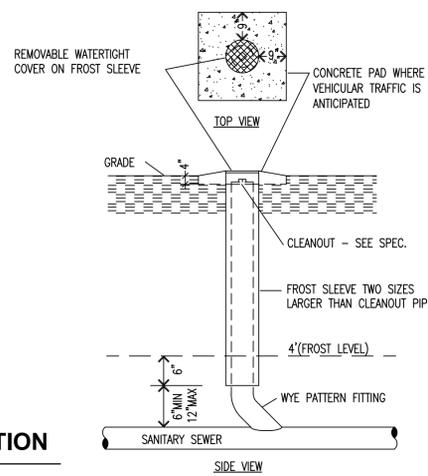
- TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS.
- GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS.
 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012 (REFER TO NYOPLAST CATALOG).
 - NYOPLAST BASINS SHALL INCLUDE SNOTS FOR OIL/GREASE SEPARATION.

K NYOPLAST 30\"/>

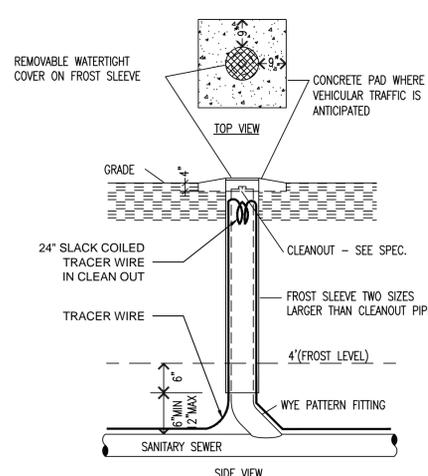
REV. BY: []
 DESCRIPTION: VILLAGE COMMENTS #3
 REV. # REV. DATE: 1 7-16-2014
 Project: Goodwill N. Green Bay Rd. Brown Deer, WI
 THE SIGMA Group
 PERSPECTIVE DESIGN, INC.
 11525 W. North Avenue
 Wauwatosa, WI 53226
 Tel (414) 302-1780 Fax (414) 302-1781
 Drawing Title: DETAILS
 Date: 7-11-2014
 Scale: GRAPHIC
 Drawn: TPM/AEK
 Job: 14590
 Sheet: C 401



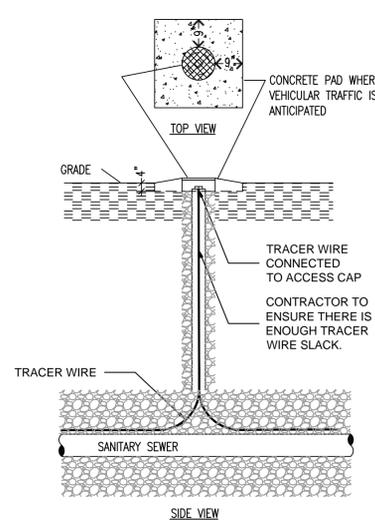
A 45 DEGREE SANITARY WYE CONNECTION
NOT TO SCALE



B SEWER CLEAN-OUT DETAIL
NOT TO SCALE



C LATERAL TRACER WIRE
NOT TO SCALE

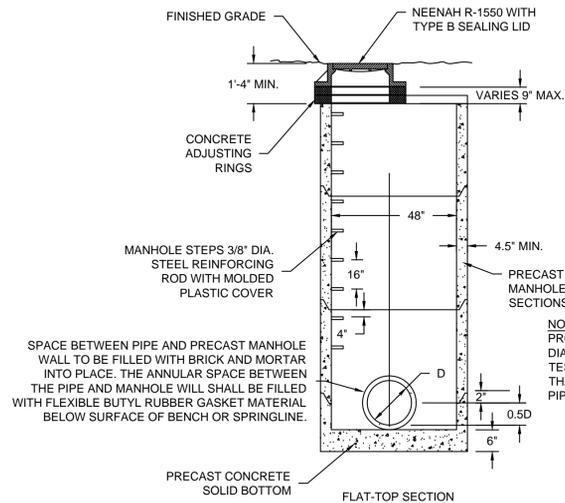


E PRECAST CONCRETE PARKING BUMPER
NOT TO SCALE

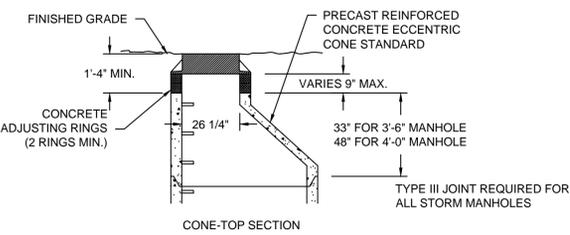
MANHOLE SIZES (UNLESS OTHERWISE NOTED)

PIPE DIA. [D]	MANHOLE DIA.	WALL THICKNESS
8" THRU 27"	3'-6"	4 1/2"
30"	4'-0"	5"
36"	5'-0"	6"
42"	6'-0"	7"

* ALL PUBLIC MANHOLES SHALL BE A MINIMUM OF 48" IN DIAMETER.

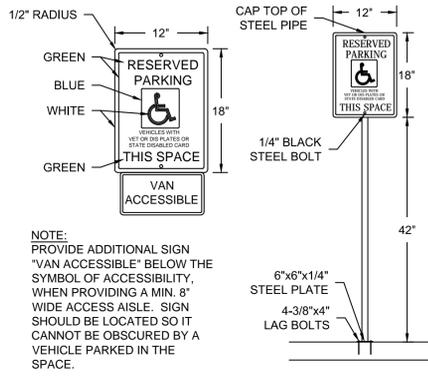


D PRECAST STORM MANHOLE
NOT TO SCALE

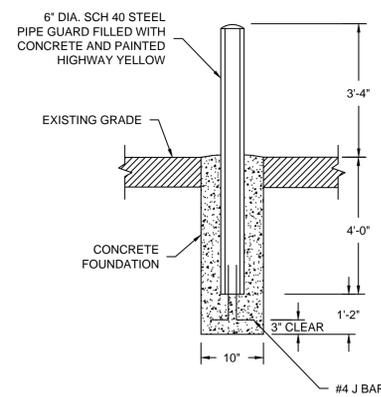


F HANDICAP SIGN & POST
NOT TO SCALE

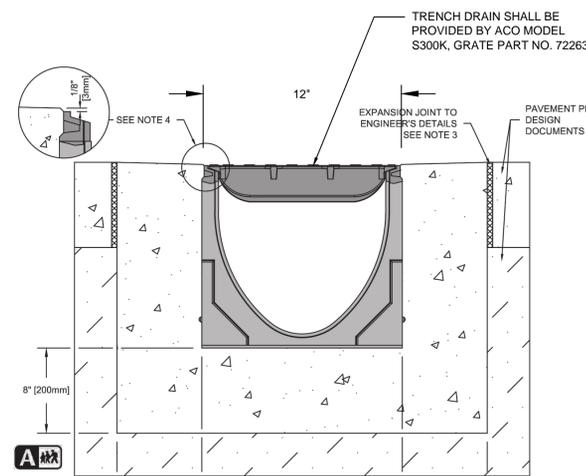
- NOTES:**
1. CONSTRUCT MANHOLE IN ACCORDANCE WITH FILE NO. 12 OF THE STATE STANDARD SPECIFICATIONS FOR SEWER AND WATER.
 2. ADJUST FRAME TO GRADE WITH CONCRETE RINGS OF VARIABLE THICKNESS. MAXIMUM RING HEIGHT = 6". MINIMUM RING HEIGHT = 2". CONCRETE RINGS SHALL BE REINFORCED WITH ONE LINE OF STEEL CENTERED WITHIN THE RING. WHERE NECESSARY RINGS SHALL BE GROOVED TO RECEIVE STEP.
 3. CONCRETE AND REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION C-478.
 4. JOINTS SHALL BE WATERTIGHT AND SHALL BE MADE USING MORTAR, FLEXIBLE PLASTIC GASKETS OR RUBBER TYPE GASKETS FOR STORM MANHOLES.
 5. AREA OF CIRCUMFERENTIAL STEEL = 0.12 SQ. INCH PER LINEAL FOOT MIN.
 6. 3" OF BEDDING STONE UNDER BASE REQUIRED ON WET SUB-GRADE.



- NOTES:**
1. RETAINING WALL SYSTEM SHALL BE KEYSTONE, ROCKWOOD, OR APPROVED EQUAL.
 2. TYPICAL SECTION IS FOR CONCEPTUAL DESIGN ONLY. DETAIL DESIGN SHALL BE BY A QUALIFIED PROFESSIONAL STRUCTURAL OR GEOTECHNICAL ENGINEER, SUPPORTING DESIGN CALCULATIONS AND DETAILS UNDER SEAL OF A REGISTERED WISCONSIN PROFESSIONAL ENGINEER SHALL BE PROVIDED AND SUBMITTED FOR EACH RETAINING WALL.
 3. GEOGRID REINFORCEMENT SPACING AND LENGTH PER MANUFACTURER'S ENGINEER RECOMMENDATIONS.
 4. GEOTECHNICAL ENGINEER MAY REQUIRE THAT ADDITIONAL DRAIN PIPING IS NEEDED DEPENDENT UPON SOILS ENCOUNTERED DURING WALL CONSTRUCTION.
 5. WALL STRUCTURE TO BE VERIFIED WITH GEOTECHNICAL ENGINEER.
 6. SOILS BELOW LEVELING PAD WHICH ARE SUBJECT TO FROST HEAVE SHALL BE REMOVED TO AN ELEVATION 3'-6" BELOW "FINISHED GRADE" AND REPLACED WITH GRANULAR BACKFILL.
 7. THE CONTRACTOR SHALL PROVIDE COMPLETE DESIGN, PLANS, DETAILS, SPECIFICATIONS, AND STAMPED AND SEALED SHOP DRAWINGS FOR THE RETAINING WALLS TO THE ENGINEER AND VILLAGE OF MENOMONEE FALLS. THE RETAINING WALL MANUFACTURER SHALL PROVIDE TECHNICAL ASSISTANCE TO THE CONTRACTOR DURING CONSTRUCTION. THE COST OF THESE ITEMS SHALL BE INCLUDED IN THE BID ITEM "MECHANICALLY STABILIZED EARTH MODULAR BLOCK WALLS."
 8. PLANS, ELEVATIONS, AND DETAILS SHOWN ON THESE DRAWINGS ARE INTENDED TO INDICATE WALL LOCATIONS, LENGTHS, HEIGHTS, AND DETAILS COMMON TO THE WALL SYSTEM SELECTED. THE CONTRACTOR SHALL VERIFY THAT THE WALL SYSTEM SELECTED WILL CONFORM TO THE REQUIRED ALIGNMENTS AND DETAILS.
 9. THE RETAINING WALL IS TO BE DESIGNED USING THE ELEVATIONS GIVEN ON THIS SHEET AND GRADING PLAN SHEETS.
 10. DESIGN FOR RETAINING WALL TO PROVIDE FOR FINISHED GRADE SLOPED BEHIND THE WALL AS SHOWN.
 11. SEE FACE OF MODULAR BLOCK FOR AESTHETIC TREATMENT TO WALL.
 12. PROTECTIVE RAILINGS/GUARD RAILS REQUIRED FOR ALL RETAINING WALLS ADJACENT TO PEDESTRIAN PATHS TO BE DETERMINED BY OWNER.

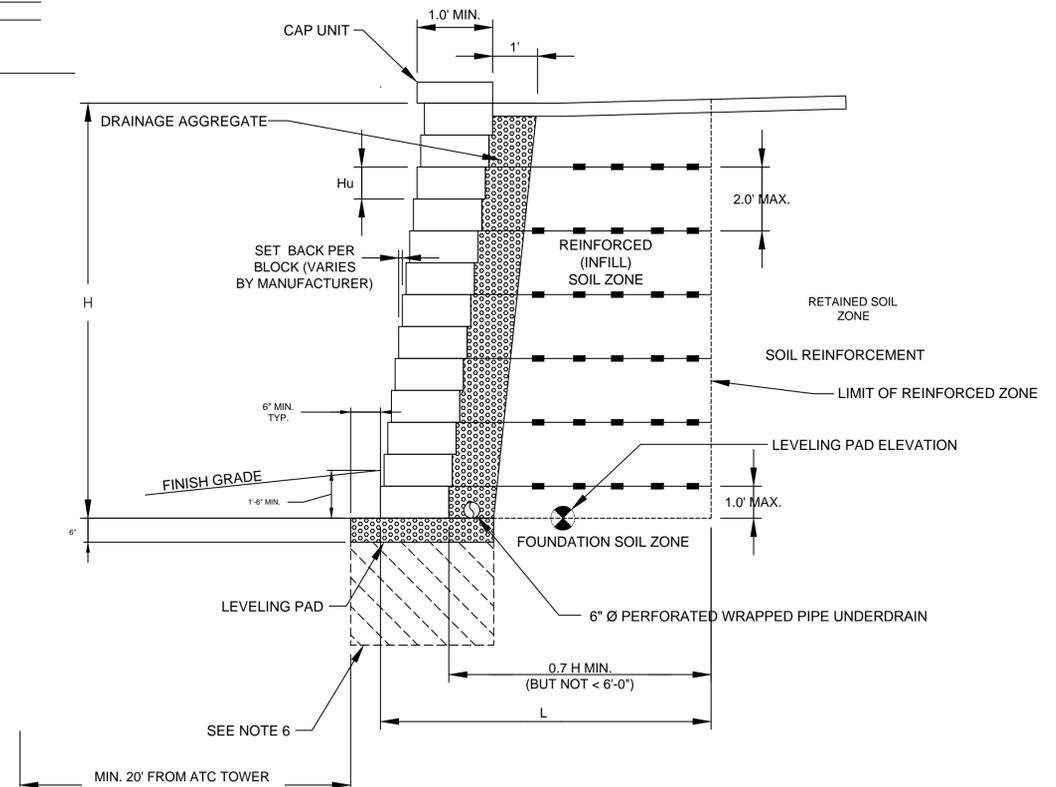


G BOLLARD
NOT TO SCALE



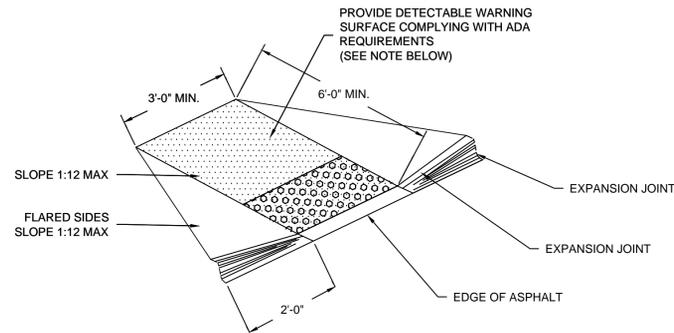
- NOTES:**
1. IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. ENGINEERING ADVICE MAY BE REQUIRED.
 2. MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
 3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. ENGINEERING ADVICE MAY BE REQUIRED.
 4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" (3mm) ABOVE THE TOP OF THE CHANNEL EDGE.
 5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.
 6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

H TRENCH DRAIN DETAIL
NOT TO SCALE



I MODULAR BLOCK MSE WALL (TYP.)
NOT TO SCALE

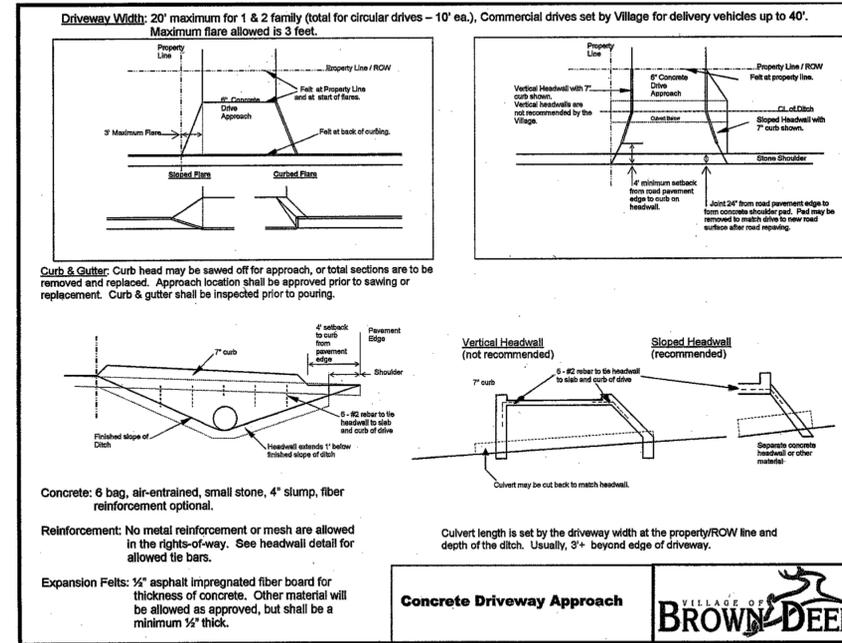
REV. BY: []
DESCRIPTION: VILLAGE COMMENTS #3
REV. # REV. DATE: 1 7-16-2014
Project: Goodwill N. Green Bay Rd. Brown Deer, WI
The SIGMA Group, Inc. a Division of
PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781
Drawing Title: DETAILS
Date: 7-11-2014
Scale: GRAPHIC
Drawn: TPM/AEK
Job: 14590
Sheet: C 402



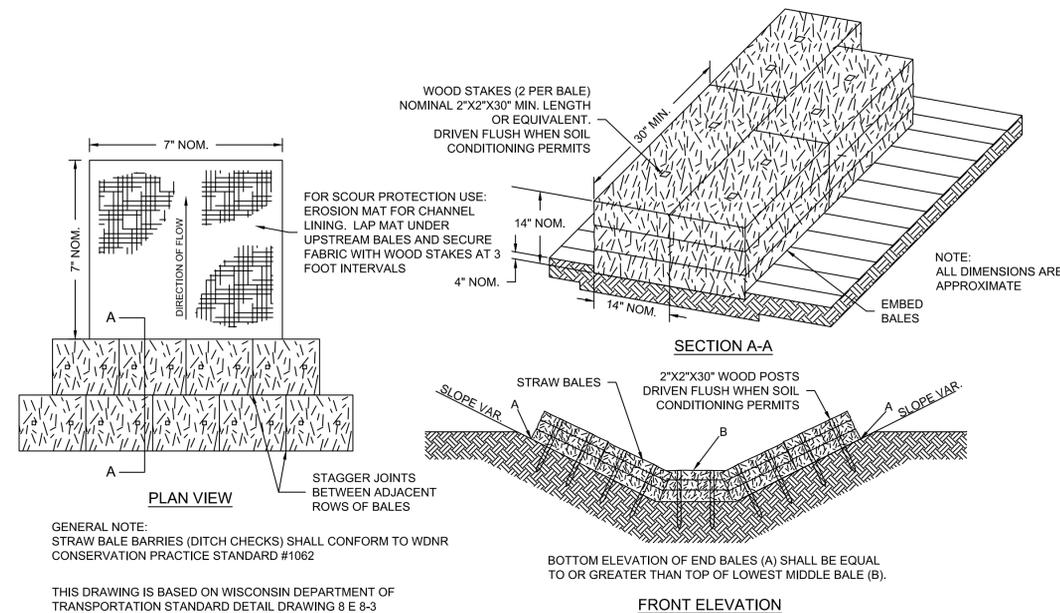
NOTES:

1. PUBLIC ADA RAMP SHALL BE CONSTRUCTED PER VILLAGE OF BROWN DEER STANDARDS.
2. CONTRACTOR TO VERIFY ADA RAMP DETAIL WITH VILLAGE AND ADJUST AS NEEDED.
3. PROVIDE DETECTABLE WARNING CONSISTING OF RAISED TRUNCATED DOMES OF SIZE, SPACING AND CONTRAST REQUIRED BY ADA GUIDELINES. DETECTABLE WARNING SHALL BE NEENAH PLATES, YELLOW COLOR.
4. DETECTABLE WARNINGS SHALL BE PER VILLAGE STANDARDS.

A ADA CONCRETE RAMP (TYPE 2)
NOT TO SCALE



B CONCRETE DRIVEWAY APPROACH
NOT TO SCALE



C DITCH CHECKS: WDNR TS-1062
NOT TO SCALE

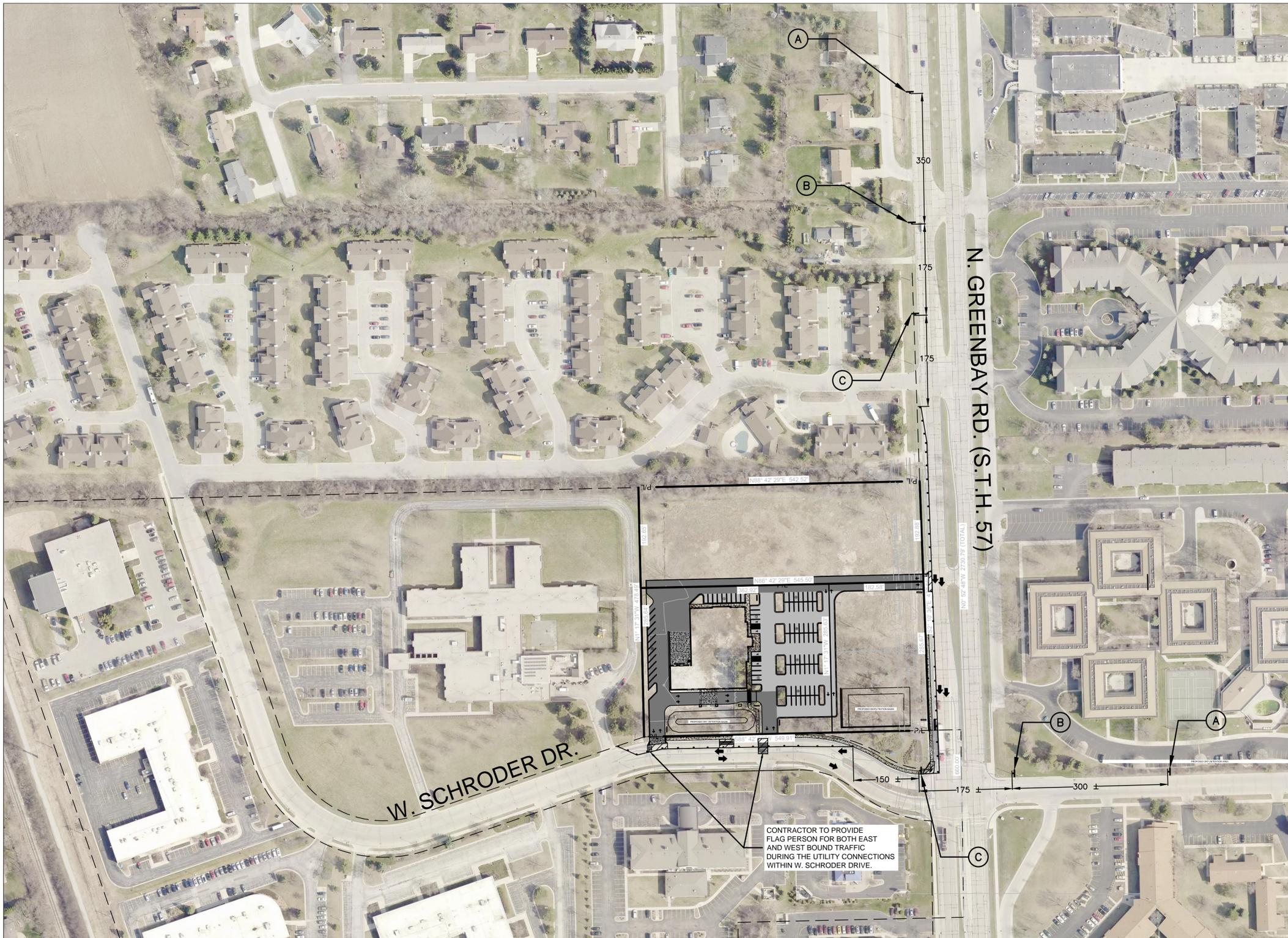
REV. BY:			
DESCRIPTION		VILLAGE COMMENTS #3	
REV. #	1	7-16-2014	
Project:	Goodwill N. Green Bay Rd. Brown Deer, WI		
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:			
DETAILS			
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 403		

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THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.



W20-1

A TRAFFIC SIGN
NOT TO SCALE



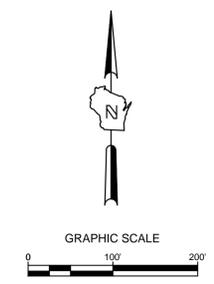
W9-3R

B TRAFFIC SIGN
NOT TO SCALE



W20-5

C TRAFFIC SIGN
NOT TO SCALE



LEGEND

	TRAFFIC FLOW
	TRAFFIC CONTROL BARREL
	TRAFFIC SIGN FIXED TO A SUPPORT
	WORK ZONE

- GENERAL NOTES:**
- CONTRACTOR TO ENSURE THE TRAFFIC CONTROL PLAN IMPLEMENTED MEETS THE REQUIREMENTS FOR THE UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (LATEST EDITION), THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BROWN DEER.

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REV. BY:			
REV. #	1	7-16-2014	
DESCRIPTION	VILLAGE COMMENTS #3		
Project:	Goodwill N. Green Bay Rd. Brown Deer, WI		
PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781			
Drawing Title:	TRAFFIC CONTROL PLAN		
Date:	7-11-2014		
Scale:	GRAPHIC		
Drawn:	TPM/AEK		
Job:	14590		
Sheet:	C 500		

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Village of Brown Deer, a Municipal corporation, having a mailing address of 4800 West Green Brook Drive, Brown Deer, WI 53223, (hereinafter referred to as "**Landlord**") and Central States Tower II, LLC, a Delaware limited liability company, having a mailing address of 323 S Hale Street, Suite #100, Wheaton IL 60187 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 5600 W. Bradley Rd, Brown Deer, WI 53223, in the County of Columbia, State of Wisconsin, as described on attached **Exhibit 1** (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately Twenty One Hundred (2100) square feet (30' x 70') including the air space above such room/cabinet/ground space as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of four (4) months commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional four (4) months upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be

subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) At any time prior to the expiration of the Option or any extension thereof, Tenant may exercise the Option by giving Landlord written notice ("Exercise Notice") that Tenant desires to lease the Site. Any Exercise notice given by Tenant shall be in accordance with the terms of this paragraph. Upon the giving of the Exercise Notice ("Exercise Date"), (i) this Agreement shall be deemed for all purposes a legally enforceable lease between Landlord, as lessor, and Tenant, as lessee, (ii) Landlord hereby leases and demises the Premises to Tenant. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. If Tenant has not commenced the installation of Company's communication facilities on the Site as of the Exercise Date, the annual rent shall be Fifty and 00/100 Dollars (\$50.00) from the Exercise Date until the first day of the month following the commencement of installation of Tenant's communications facilities on the Premises.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. Tenant has the right to install and operate transmission cables from the equipment shelter(s) or cabinet(s) to the antennas, electric lines from the main feed to the equipment shelter(s) or cabinet(s) and communication lines from the main entry point to the equipment shelter(s) or cabinet(s), and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Landlord

agrees to refrain from leasing any additional portion of the Property to an entity other than Tenant for the purposes of developing a Communication Facility.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fifth (5th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fifth (5th) extended term, then upon the expiration of the fifth (5th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fifth (5th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Twenty Seven Hundred and Fifty Dollars (\$2750.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Adjustment to base rent. On each annual anniversary of the Commencement Date, the base rent shall increase three percent (3%) over the previous years rent.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event

Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to one (1) month Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. INSURANCE.

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION. Subject to paragraph 7, Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability and loss which arise out of the ownership, use and occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations below two (2') feet or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are

prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Tenant will have the right to assign this Agreement, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement." Additionally, Tenant may mortgage or grant a security interest in this Lease, the Premises and the Communication Facility, and may assign this Lease, the Premises and the Communication Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Tenant shall occur, or if Landlord shall terminate this Lease for any reason, Landlord will give to the Secured Parties prompt notice thereof and Landlord will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing the Communication Facility. Landlord acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Central States Tower II, LLC
323 S Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax
Attn: Property Manager
RE: (Site name: WI-5358 Site # Brown Deer Rd)

If to Landlord: Village of Brown Deer
Attn: Village Manager
4800 West Green Brook Drive
Milwaukee, WI 53223
(414-371-3050)

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES. Tenant will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Premises. In the event that a reassessment of real property taxes are grossly increased and are deemed to be directly attributable to the addition of the tower on the Premises, Tenant will appeal, on behalf of the Landlord, the increased taxes, to the best of Tenant's ability. Landlord shall provide Tenant with the annual tax assessment within ten (10) days of receipt of the tax bill. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. In the event that Landlord fails to pay, when due, any taxes affecting the Premises or Easement, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property.

23. SALE OF PROPERTY. Landlord agrees not to lease any of its property within a radius of three (3) miles from the Site for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant without Tenant's written consent. Should Tenant consent to such a use, Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such

transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. RIGHT OF FIRST REFUSAL. If Landlord, at any time during the Term of this Agreement elects to sell all or any portion of the Property or this Agreement, whether separately or as part of the larger parcel of which the Premises are a part, the Tenant shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Landlord must notify Tenant in writing of this offer by certified mail. If Tenant fails to meet such bona fide offer within fifteen (15) business days after the receipt of written notice thereof from Landlord, Landlord may sell the Property, this Agreement or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the Landlord's interest in the Property as a result of the death of the Landlord, whether by will or intestate succession, shall not be considered a sale of the Property for which the Tenant has any right of first refusal.

25. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

26. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the

part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Tree and Lumber Removal.** The Tenant shall have the right but not the obligation to remove any trees, shrubs or bushes that are within twenty (20') feet, the ("**Buffer Zone**"), of the Premises for a safety factor. The removal of such trees, shrubs or bushes will be at Tenant sole expense.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

"LANDLORD"
Village of Brown Deer
A municipal corporation
By: _____
Print Name: _____
Its: _____
Date: _____

Central States Tower II, LLC,
a Delaware limited liability company
By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2014, before me personally appeared _____, and acknowledged under oath that he is duly authorized to sign on behalf of Central States Tower II, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Agreement dated _____, 2014, by and between Village of Brown Deer, a municipal corporation, as Landlord, and Central States Tower II, LLC, a Delaware limited liability company, as Tenant.

The Property is described as follows:

.

]

EXHIBIT 2

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2014, by and between Village of Brown Deer as Landlord, and Central States Tower II, LLC, a Delaware limited liability company, as Tenant. The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Prepared by:

Central States Tower II, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax

Return to:

Central States Tower II, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax

Re: Cell Site WI-00-5358; Cell Site Name Brown Deer Rd

State: Wisconsin

County: Milwaukee

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between Village of Brown Deer, a Wisconsin Limited Liability Company, having a mailing address of 4800 West Green Brook Drive, Brown Deer, WI 53223 hereinafter referred to as "**Landlord**") and Central States Tower II, LLC, a Delaware limited liability company, having a mailing address of 323 S. Hale Street, Suite 100, Wheaton, IL 60187 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with five (5) successive five (5) year options to renew.
3. A portion of the Property being leased to Tenant contained and described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their
5. respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

a municipal corporation

Print Name: _____

"LANDLORD"

Village of Brown Deer

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

Central States Tower II, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2014, before me personally appeared _____, and acknowledged under oath that he is duly authorized to sign on behalf of Central States Tower II, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Page ___ of ___

to the Memorandum of Lease dated _____, 2014, by and between Village of Brown Deer, as Landlord, and Central States Tower II, LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ATTORNEYS AT LAW

JOHN F. FUCHS
COURT COMMISSIONER
REBECCA D. BOYLE
COURT COMMISSIONER

MEMORANDUM

TO: Village Board

FROM: John F. Fuchs

RE: Ordinance Pertaining to Alternate Imprisonment for Failure to Pay Fines

DATE: July 15, 2014

The Judge and I are recommending an amendment to our general penalty section. Currently, upon default of payment of a forfeiture, the defendant can be imprisoned in the House of Correction for one day for each \$25 owed. We are recommending that be changed to \$100 for two reasons. First, the other member community is at that amount, having already made the change. Second, the reason for the change in Glendale, and the reason it is recommended for Brown Deer, is that the Village pays the County for each day of incarceration. We are paying out money in that respect, but our right to pursue payment from the defendant results in only a per cent (less than ¼ to ½) of what is spent. A person who literally went to jail because they could not afford to pay a couple of hundred dollar fine is not all that collectible for the “rent” obligation attendant with their having done the time.

ORDINANCE NO. _____

An Ordinance Amending Chapter 1, Section 1-7(c)(1) of the Brown Deer Village Code
Pertaining to General Penalty - Alternate Imprisonment for Failure to Pay Fines

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 1-7(c)(1) of the Brown Deer Village Code is hereby amended to provide as
follows:

General Penalty - Alternate Imprisonment for Failure to Pay Fines 1-7(c)

(1) For the first offense a forfeiture of not less than \$25.00 nor more than \$1,500.00,
together with all costs, surcharges, penalty assessments, and any other taxable item of
cost as provided for by the laws of the state as applicable to forfeiture actions that are in
effect at the time of the offense, and any other taxable costs as imposed by any other
provision of this Code, and in default of payment of the same, shall be imprisoned in the
house of correction for one day for each \$100.00 owed, or fraction thereof, but not to
exceed 90 days. Any imprisonment imposed in lieu of payment shall comply with any
then-applicable state law requiring a lesser alternative period of imprisonment.

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



REQUEST FOR CONSIDERATION

COMMITTEE: Village Board
ITEM DESCRIPTION: Community Development Block Grant Cooperation Agreement
PREPARED BY: Jill Kenda-Lubetski, Village Clerk
REPORT DATE: July 18, 2014
MANAGER'S REVIEW/COMMENTS: <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
RECOMMENDATION: To adopt Resolution No. 14-, "In the Matter of Authorizing Participation in the Urban County Community Development Block Grant Program from 2015 through 2017."
EXPLANATION: Attached for your review and consideration is a copy of the Cooperation Agreement for the Village's participation in the Urban County Community Development Block Grant (CDBG) Program between Milwaukee County and the Village of Brown Deer, and a resolution authorizing the Village's participation in the aforementioned program. If the Village desires to continue participation in the County-wide CDBG Program, the Cooperation Agreement must be adopted. Federal statutes require participants of an urban county program to participate in the program for a minimum of three years. CDBG funds have been used in the past for the paving of the Bike Trail, the installation of the elevators in the Village Hall, offset costs for the Senior Citizens Center, Library ADA modifications, blood pressure checks for low income residents, completion of a Community Health Assessment, and Operation Flood Fix just to name a few.

In the Matter of Authorizing Participation in
the Urban County Community Development Block
Grant Program from 2015 through 2017

Resolution No. 14-

WHEREAS, the Village of Brown Deer has participated in the Urban County Community Development Block Grant Program for Milwaukee County for the past thirty (33) years; and,

WHEREAS, the Community Development Block Grant Program has provided federal grant funding for several service related and public works improvement projects serving senior citizens, physically challenged persons, and low/moderate income households; and,

WHEREAS, the Village desires to continue its participation in the Community Development Block Grant Program for an additional three-year period extending through 2017; and,

WHEREAS, continued participation in the Community Development Block Grant Program requires approval of a Cooperation Agreement with Milwaukee County through the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Village of Brown Deer Village Board that the attached "Cooperation Agreement" by and between the Village of Brown Deer and Milwaukee County be, and is hereby approved.

BE IT FURTHER RESOLVED that the Village of Brown Deer urges Milwaukee County to utilize any federal grant funds obtained under this agreement for programs located in or benefiting the population of the communities participating in the Cooperation Agreement.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute the Cooperation Agreement on behalf of the Village of Brown Deer.

PASSED AND ADOPTED this 21st day of July, 2014.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

**BROWN DEER BEAUTIFICATION COMMITTEE
JULY 15, 2014 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Chairperson Quirk at 6:35p.m.

I. Roll Call

Present: Julie Quirk, Beverly Lieven, Trustee Bob Oates, Elizabeth Smith, Kathleen Schilz

Also Present: Erika Petras, Department of Public Works, Matthew Maederer, Director of Public Works

Excused: Marie-Claude Milot

II. Persons Desiring to be Heard

None.

III. Consideration of Minutes: June 10, 2014 - Regular Meeting

It was moved by Trustee Oates, and seconded by Ms. Cook-Quirk to approve the June 10, 2014 regular meeting minutes. The motion carried unanimously.

IV. Review of Submitted Landscape Plans

A) Verizon Library Site, 5600 W. Bradley Road

Mr. Maederer gave an overview of the plan to the committee. Ronald Zechel from Central States Tower II, LLC also appeared before the committee to answer questions. Ms. Schilz inquired what the community feedback for the project had been. Mr. Maederer and Mr. Zechel confirmed that response to the cell tower was positive.

It was moved by Ms. Schilz and seconded by Ms. Smith to approve the Cell Tower Landscape Plans, 5600 W. Bradley Road. The motion carried unanimously.

V. Report of Staff/Committee Members

Mr. Maederer reported that due to staff changes, Emerald Ash Borer treatment had been delayed, but will be moving forward with La Rosa Landscaping. Mr. Maederer further reported that Public Works staff has begun an overhaul of the median beds on Brown Deer Road from 67th street going east, and that Natural Landscapes was in last week for rain garden maintenance.

VI. Unfinished Business

A) Landscape Awards

The committee compared and discussed nominees with awards being issued to:

3535 W. Pelican Lane
9407 N. Pearlette Lane
6153 W. Donges Lane
8705 N. 54th Street

Ms. Cook-Quirk and Ms. Lieven will distribute the awards on Saturday July 19, 2014.

It was the consensus of the committee to add a fourth set of awards to be distributed in September, recognizing the Village of Brown Deer Original Village Rehabilitation project. This item will be discussed further at the August meeting.

B) Landscape Awards/ Adopt-a-Flowerbed Recognition Reception

Ms. Cook-Quirk confirmed that 2015 season family pond passes would be given to each winner at the reception on Tuesday September 16, 2014. Ms. Petras reported that she had thanked the Brown Deer Woman's Club for their \$200 donation, and informed them that the money would be used for the Recognition Reception.

Ms. Petras informed the committee that the event could run until 8:30 p.m., as we needed to have the room cleaned and empty by 9:00 p.m.

C) Promotional Items/ Fundraisers

Trustee Oates presented a catalogue from "Creative Advertising Specialists" out of Menomonee Falls with regards to promotional items for the committee members. The committee members are interested in purchasing shirts and/or other apparel with the Beautification Committee official "shrub rose" logo embroidered. Trustee Oates explained that the cost of the apparel would be approximately 1/3 that of the published price listed in the catalogue. Ms. Quirk will review the apparel items within the catalogue and present some options at the next regularly schedule meeting.

Ms. Quirk also presented several options for recognition awards which would be presented to each award recipient at the annual ceremony. Options for recognition awards included pots w/ identification placards, shovel charms, golden trowel plaques, and personalized golden trowels. The committee would like to discuss the recognition awards further at the August committee meeting.

VII. Adjournment

It was moved by Ms. Lieven and seconded by Ms. Cook-Quirk to adjourn. The motion carried unanimously at 8:21 p.m.

Erika S. Petras
Department of Public Works

**BROWN DEER FINANCE AND PUBLIC WORKS COMMITTEE
JULY 9, 2014 REGULAR MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

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

I. ROLL CALL

Present: Trustees: Oates, Boschert and Awe; Citizen Members: Galyn Bennett, Tom Lieven and Ray Erbe.

Also Present: Susan Hudson, Treasurer/Comptroller, Michael Hall, Village Manager, Matthew Maederer, PE, Director of Public Works/Engineering and Jim Buske, GIS Engineer

Excused: None

II. PERSONS DESIRING TO BE HEARD

Ray Erbe stated that the Components of the Residential Water bill on the website doesn't have the correct information and doesn't follow what is on the water bills. Staff will check with the water department to get this information updated.

III. CONSIDERATION OF MINUTES: June 4, 2014 – **Regular Meeting**

It was moved by Trustee Boschert and seconded by Tom Lieven to approve the minutes of the June 4, 2014 meeting. The motion carried unanimously.

IV. REPORT OF STAFF/COMMITTEE MEMBERS

Susan Hudson, Treasurer/Comptroller states she received the final financial statement from the auditor and is working on submitting the CAFR to GFOA for the CAFR Award. Michael Hall, Village Manager is working on Capital Improve Projects (CIP) for 2014 and 2015. Department heads are to have their CIP details submitted by Friday, July 11, 2014. New Police Chief begins work on August 4th. Jim Buske, GIS Engineer is updating the GIS system maps with work that was completed in 2013 (street/sidewalks). Matthew Maederer, PE, Director of Public Works/Engineering reported that due to the weather (rain) most project are two weeks behind. Final touch on the Original Village landscape work is being completed. Staff helped set up and take down for the 4th of July activities. Annual pavement marking have been delayed due to the foggy and rainy weather. Dean Road work has been delayed and work is schedule to begin August 4th. County Line Road work will begin July 21st. Public Works received notice that the State road salt bid for the 2014-15 winter season has increased by 15%.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

A) 2014 Safe Routes to School Installation Project on W Dean Rd (N Teutonia Ave to N 55th St). Award contract to Zenith Tech, Inc.

The Safe Routes to School Program provides Federal-aid highway funds to State Departments of Transportation, including Wisconsin DOT, who administers the funds the Village is to receive. The Federal share of the cost, which includes both project engineering as well as construction, is 100%. It is staff recommendation that the contract for the 2014 Safe Route to School Sidewalk Installation Project on W Dean Rd from N Teutonia Ave to N 55th St be awarded to Zenith Tech, Inc., Waukesha, WI.

It was moved by Trustee Awe and seconded by Trustee Boschert to recommend to the Village Board to approve the contract with Zenith Tech, Inc., for the 2014 Safe Routes to School Project in the amount not to exceed \$\$299,068. The motion carried unanimously.

B) CMAR & CMOM Report

The Village provides its residents the service of wastewater disposal via the operation of a sanitary sewer collection system that discharges to the MMSD for final treatment. The Village's collection system is regulated through the EPA and WDNR by a WPDES (Wisconsin Pollutant Discharge Elimination System) permit. The WPDES permit and NR 208 requires that the Village submit a year report (CMAR – Compliance Maintenance Annual Report) of operation of the collection system to the WDNR. Staff is requesting the approval of the Compliance Maintenance Annual Report (CMAR) and adoption of the resolution authorizing submittal to the Wisconsin Department of Natural Resources (WDNR).

It was moved by Trustee Boschert and seconded by Gayln Bennett to recommend to the Village Board to approve the CMAR and CMOM report for submittal to the WDNR with noted changes. The motion carried unanimously.

C) Sanitary Sewer Overflow (SSO) Reports

Presented was for information only the Sanitary Sewer Overflow (SSO) Reports submitted to the Wisconsin Department of Natural Resources (WDNR). Due to the severe and extreme rainfall event that occurred starting Monday, June 16th thru Wednesday, June 18th the Village experienced two (2) sanitary sewer overflows (SSOs). The SSOs occurred due to the system surcharge and to avoid basement back-ups. The Village's rain gauge reported 4.1-inches of rain over a 36-hour period which exceeded the design capacity of the sanitary sewer system. The Village is in compliance with the SSO reporting requirements of the WPDES permit (i.e. all protocols were properly followed/completed).

No action was taken on this item.

D) PPI/I Program Funding Agreement & Approval for Projects

The PPI/I program projects (presented at the last committee meeting) were approved by MMSD. The funding agreement for the work was also previously approved by both MMSD and the Village in May of 2012. At the previous committee meeting on June 4, 2014, approval was granted for the work-plan submittals for Project 1 (Lateral Rehabilitation) and Project 2 (Dye Testing) to MMSD. Since then the specific work-plans have been submitted, reviewed, and approved by MMSD which finds the plans in compliance with the previously approved funding agreement. DPW staff is requesting approval for Projects 1 & 2. This work is a critical step in identifying and correcting the SSO issue.

It was moved by Trustee Boschert and seconded by Trustee Awe to recommend to the Village Board to approve Project 1 & 2 in the amount not to exceed \$248,000. The motion carried unanimously.

E) May 2014 Financial Reports

No action was taken on this item.

F) Consideration of June 2014 Vouchers

It was moved by Trustee Boschert and seconded by Trustee Awe to recommend that the Village Board approve the vouchers from May 30, 2014 to June 27, 2014 in the amount of \$963,229.06. The motion carried unanimously.

VII. ADJOURNMENT

It was moved by Galyn Bennett and seconded by Trustee Awe to adjourn at 7:35 p.m. The motion carried unanimously.



Susan L Hudson, Treasurer/Comptroller

BROWN DEER LIBRARY BOARD
July 14, 2014 MEETING MINUTES
HELD AT THE BROWN DEER PUBLIC LIBRARY
5600 WEST BRADLEY ROAD
(Unapproved)

The meeting was called to order by W. Jabas at 5:02 P.M.

I. Roll Call

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

II. Persons Desiring to be Heard

Stephanie Snyder was introduced to the Board. Ms Snyder is the new Brown Deer Schools representative for the Library Board. She was recently hired as the Middle/High Librarian, and has served on the Board of the Shorewood Library. Board members introduced themselves and welcomed her.

III. Consideration of Minutes:

a. June 16, 2014 – Regular Meeting

It was moved by W. Jabas and seconded by J. Baker to approve the minutes of the June 16, 2014 regular meeting as corrected. The motion carried unanimously.

IV. Unfinished Business

- a. J. Baker asked for an update on communication with Stan Kass and Skylark Vending. The Director said Mr Kass was unable to identify a vending machine that would meet our needs and budget.
- b. The Director informed the Board that some sporting goods were purchased to loan from the library, including disc golf discs and a portable bean bag toss game, in an attempt to ‘think out of the box’ about library services. These items are relevant because there are disc golf courses nearby and are items people might not purchase for themselves but would borrow if available.
- c. A finalized listing of submitted CIPs was distributed. The Director stated that the list is brief and that more detail about the specific projects could be provided if the Board desired. J. Baker asked for clarification about the timeline for the concurrent RFID and Remodel projects. He also observed that the Director should be prepared to discuss the costs and benefits of RFID when presenting this project to the Trustees. S. Snyder noted that Shorewood recently underwent a similar project and the Shorewood Director could be a resource. The Director pointed out that some requests will be re-occurring on a regular schedule, like computer replacement, reflecting practices used by other Village departments.
- d. J. Baker asked if there was any update to the street sign installation schedule. The Director said that the first payment installment was just submitted, so he expects scheduling to start shortly.

V. Report of Library Director

- a. Director’s Report
The Director highlighted the excellent attendance and positive feedback received for the S’mores Cookout program. E. Bennett inquired about recent resignations. The Director shared the timeline for refilling the positions, noting that recruitment and interviews had already been conducted.
- b. Usage Report
Revised circulation statistics that include digital checkouts were submitted.
- c. Revenue/Expense Report
There were no verbal highlights or discussion of the report.

VI. Report of Friends of the Library

W. Jabas distributed bookmarks for the upcoming Annual Book Sale. She also said that the Friends still intend to solicit the Brown Deer Foundation for purchase of an AED for the library.

VII. New Business

a. Consideration of Vouchers: June 2014

It was moved by J. Baker and seconded by E. Bennett to approve the payment of the June 2014 vouchers.

The motion carried unanimously.

VIII. Adjournment

Next meeting: August 11, 2014. *It was moved by E. Bennett and seconded by S. Snyder to adjourn at 5:40 P.M.*

The motion carried unanimously.



Brian Williams-Van Klooster, Library Director
July 18, 2014