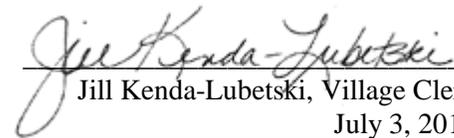


SPECIAL VILLAGE BOARD MEETING
Monday, July 7, 2014
Earl McGovern Board Room, 6:00 P.M.



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Unfinished Business
- V. New Business
 - A) Review and Recommendation of a development agreement with Kassens Investments LLC. for outdoor restaurant seating at 8777 N. Deerwood Drive.
- VI. Village President's Report
- VII. Village Manager's Report
- VIII. Adjournment



Jill Kenda-Lubetski, Village Clerk
July 3, 2014

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



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board
ITEM DESCRIPTION: Review and Recommendation of a development agreement with Kassens Investments LLC. For outdoor restaurant seating at 8777 N. Deerwood Drive.
PREPARED BY: Nate Piotrowski, Community Development Director
REPORT DATE: July 3, 2014

BACKGROUND INFORMATION:

Prime Time Pub is located in the Original Village Planned Development District where all land uses must be reviewed and approved by the Village Board. Prime Time was previously granted a development agreement to operate the sports bar and eatery. They are now seeking to add outdoor restaurant seating adjacent to the new Village sidewalk on the east side of the building and also on the patio to the north of the building. The patio area was added by the Village as part of the streetscape project and is delineated from the sidewalks and roadway by significant landscaping. The terrace area behind the walk was also added by the Village and is delineated from the public sidewalk by decorative brick pavers. A site plan will be distributed at the meeting to show these locations in detail.

The design of these areas was previously approved as part of the construction plans for the streetscape project, however, in order to officially use the space, the original development agreement needs to be amended. 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.

RECOMMENDATION:

Staff believes this is a just a procedural clean up item that allows for elements of the streetscape to function as previously authorized. Therefore we suggest approval of the supplemental development agreement.

Please contact Nate Piotrowski with any questions or comments at 371-3032.

**Supplemental Development Agreement for
Prime Time Sports Bar and Eatery
By and Between
Kassens Investments, LLC.
And
The Village of Brown Deer**

THIS AGREEMENT is entered into as of this ____ day of _____, 2014, by and between **Kassens Investments, LLC.**, a Wisconsin Limited Liability Company hereinafter called "Operator" and the **VILLAGE OF BROWN DEER**, a municipal corporation in Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, Kassens Investments, LLC. Is the owner of property at 8777 N. Deerwood Dr., located in the NW ¼, Section 12, T8N, R21E, Village of Brown Deer, Milwaukee County, Wisconsin (hereinafter called "Property").

Legally described as: (See Exhibit A)

WHEREAS, on December 16, 1991, RICHARD and SHARON LAABS and THE VILLAGE OF BROWN DEER entered into a Development Agreement for a sports bar and eatery at the property on a certain property identified as 8777 N. Deerwood Drive, tax-key 048-8989-001, said Agreement being recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin on March 4, 1992, as Document #6577813, in Reel 2728, Image 570-591; and

WHEREAS, a request has been made to the Village Board of The Village of Brown Deer, Milwaukee County, Wisconsin, by the Operator for approval of a modification to the existing Development Agreement authorizing the establishment of outdoor restaurant seating at the Property; and

WHEREAS, the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood involved.

NOW, THEREFORE, following review and consideration by the Village Board of the Village of Brown Deer on July 7, 2014, the Prime Time Sports Bar and Eatery by Kassens Investments, LLC. (parcel identification number: 048-8986-001) Supplemental Development Agreement is hereby approved in accordance with Sections 121-250 of the Village of Brown Deer Village Code, the attached Exhibits A and B and covenanted and agreed as follows:

1. Subject to review by the Village Board after one year. If there are no documented complaints about the use, or if documented complaints have been resolved to the satisfaction of the Village Board, the approval of the specific project plan becomes continuous pursuant to Section 121-253 of the Village Code of the Village of Brown Deer.
2. Outside storage of merchandise, equipment or inventory is strictly prohibited on this site.
3. The property shall be kept free and clear of litter and debris.

4. Sign location, size, design shall be in accord with Chapter 121 of the Village Code and shall be approved by the Village of Brown Deer Building Board if necessary.
5. Hours of operation for the outdoor patio shall be 7:00 a.m. to 10:30 p.m. Monday through Sunday.
6. The restaurant shall maintain all required food and beverage permits and/or licenses. The issuance of said permits and/or licenses shall not be implied by this agreement.
7. Any hazardous conditions or deficiencies identified by the Building Inspector shall be corrected by the owner to the satisfaction of the Building Inspector or the Village within 30 days of written notification.
8. Operator shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, 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. A trash receptacle shall also be made available on the patio.
9. The Brown Deer Police Department and Village Attorney shall determine what, if any, fencing or screening shall be utilized to demarcate the outdoor restaurant seating areas for alcoholic beverage consumption and said determination shall result in the establishment of fencing or screening, if any, as depicted on the site plan, Exhibit B.
10. Furniture shall be constructed of a solid material such as wood, stone, steel or wrought iron, so as to limit its ability to be removed by wind or patrons. All furniture shall be secured or anchored.
11. The owner shall meet with the Brown Deer Police Department Crime Prevention Officer to obtain a review of all security procedures and measures for the facility and outdoor dining area at minimum on an annual basis. If crime issues are identified, more frequent meetings may be necessary at the discretion of the Brown Deer Police Department. The owner shall maintain up-to-date key holder information with the Brown Deer Police Department
12. Any patio lighting systems must be submitted to the Brown Deer Police Department for review and approval. Lights must be shielded to prevent light or glare from being directed toward adjacent properties.
13. The use of loudspeakers or amplified sound shall be prohibited.
14. The business operation and the premises shall, at all times, be maintained and operated in compliance with all applicable Federal, State and local codes.
15. Exhibit A, attached, is the legal description of the property.
16. Exhibit B, attached, site plan.

16. That as long as the property is used for the purposes that are authorized by this Agreement, all covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Village Board of the Village of Brown Deer may relieve the Operator from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same.
17. The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

Exhibit A
Legal Description

That part of the North ½ of the Northwest ¼ of Section 12, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, bounded and described as follows:

Exhibit B
Approved Operational and Site Plan