

VILLAGE BOARD MEETING
Monday, August 19, 2013
Earl McGovern Board Room, 6:30 P.M.

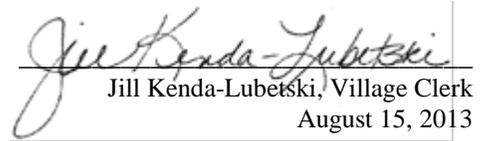


PLEASE TAKE NOTICE that a meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: August 5, 2013 – Regular Meeting
- V. Committee Reports
 - A) Building Board - Trustee Weddle-Henning
 - B) Beautification Committee – Trustee Oates
 - C) Park and Recreation Committee – Trustee Springman
 - D) 4th of July Committee – Village President Krueger
 - E) Traffic and Public Safety Committee – Trustee Boschert
 - 1) Parking Restrictions on West Dean Road at North 54th Street to North 60th Street
 - 2) Turning Restrictions from Brown Deer Elementary School Parking Lots onto West Dean Road and North 60th Street
 - F) Library Board - Trustee Baker
 - G) Community Development Authority – Village President Krueger
 - 1) JFS Housing Inc., Bradley Crossing Phase Two, TID Redevelopment Agreement
 - 2) Option to Purchase - 8806 North Deerwood Drive
 - H) Plan Commission – Village President Krueger
 - I) Finance and Public Works Committee – Trustee Oates
 - 1) Police Firearms Range – Action Target Inc.
 - 2) Air Handler #4 – J&H Heating
 - 3) Consideration of Vouchers
 - J) Personnel Committee – Trustee Baker
- VI. Unfinished Business
 - A) 2014-2018 Capital Improvement Plan Discussion and Possible Action on Budget
- VII. New Business
 - A) Strategic Planning /Goal Setting for 2014 Budget
 - B) Possible Action on Creating a Rummage/Yard Sale Ordinance
- VIII. Committee Appointment
- IX. Village President’s Report
- X. Village Manager’s Report
- XI. Recess into Closed Session pursuant to §19.85(1) (g) Wisconsin Statutes for the following reasons:
 - (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
 1. Apostolic Church

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

XIII. Adjournment


Jill Kenda-Lubetski, Village Clerk
August 15, 2013

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

**BROWN DEER VILLAGE BOARD
AUGUST 5, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:32 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Baker, Boschert, Oates, Springman, Weddle-Henning

Excused: Trustee Schilz

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Nathan Piotrowski, Community Development Director; Steven Rinzel, Police Chief; Susan Hudson, Treasurer/Comptroller; Brian Williams-Van Klooster, Library Director; Matthew Maederer, Director of Public Works/Village Engineer

II. Pledge of Allegiance

III. Persons Desiring to be Heard

Jason Stammer, 9036 North 51st Street - Academy of Dance Arts, commented that he attended the Traffic & Public Safety Committee and feels that the ordinance does not fairly address parking around his business. At the meeting, it was agreed between him and the Village that he has five years to have a parking lot constructed on his property.

Bruce Thomas, 6200 West Pierner Place, stated that he supports the Village working with Wal-Mart to come to an agreement to occupy the former Lowe's building.

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

It was moved by Trustee Baker and seconded by Trustee Springman to approve the minutes from the July 15, 2013 - Regular Meeting. The motion carried unanimously.

V. Unfinished Business

A) Reconsideration of Wal-Mart Conditional Use Permit Application for Liquor Operations

President Krueger announced Trustee Boschert has made a request to reconsider the Wal-Mart Conditional Use Permit Application for Liquor Operations.

It was moved by Trustee Boschert and seconded by Trustee Springman to approve the Reconsideration of the Wal-Mart Conditional Use Permit Application for Liquor Operations. The motion carried unanimously.

B) Possible consideration of new Wal-Mart Conditional Use Permit Application for Liquor Operations

Mr. Hall summarized the discussions that took place between Staff and Wal-Mart officials regarding alcohol operations and new proposals to enhance security relating specifically to the sale of alcohol.

Debbie Tomczyk announced Wal-Mart has agreed to prohibit the sale of single-serve liquor and wine bottles, an alarmed bottle cap to prevent in-store theft, stocking of merchandise by the vendors, annual training for associates with police presence, 10 exterior cameras, and a contribution of \$30,000 for a pole

mounted camera to use as a mechanism to review crimes. Everything that was agreed upon before still stands along with all of Wal-Mart policies regarding the sale of alcohol. Mr. Hall added that the Conditional Use Permit will come up in one year for review and any other outstanding concerns will come before the Village Board.

Trustee Boschert asked Chief Rinzel his opinions on allowing Wal-Mart to sell alcohol. Chief Rinzel responded that Wal-Mart has gone above and beyond his expectations and concerns. His concerns really center around the typical concerns that go along with the sale of alcohol in that it may be sold to the wrong individuals, and there will be calls of service on the basis that Wal-Mart attracts a large number of people. Trustee Boschert asked that Chief Rinzel provide calls of service for Wal-Mart after a year.

Trustee Boschert asked Attorney Fuchs about setting precedence by having denied liquor licenses in the past to a number of local retailers. Attorney Fuchs is not concerned with precedence based on two distinguishing factors: the first being the comparison between Wal-Mart and Pick 'n Save and both do not have a convenience component; and the second being the security mechanisms, overall financial contributions and operating features.

It was moved by President Krueger and seconded by Trustee Springman to approve the Wal-Mart Conditional Use Permit Application for Liquor Operations. The motion carried 5-1, with Trustee Weddle-Henning voting in opposition.

VI. New Business

A) 2014-2018 Capital Improvement Plan Presentation

Mr. Hall made a presentation on the Capital Improvement Plan explaining how the process is conducted and how projects are determined.

Trustee Springman asked about “retained earnings”, and Mr. Hall responded that those are borrowings from the past that have not been spent. Trustee Springman stated that he would like to see where the money from the projects is going if it is not used on the project it was appropriated for. Mr. Hall responded that the money goes into the Fund Balance, increasing that account, but all project funds are being tracked.

Trustee Oates asked if Staff has been in contact with Robert Baird on short-term borrowings with respect to earning differentials on a yearly borrowing. Mr. Hall responded that all the information presented was predetermined with help from Baird. Trustee Oates asked that a discussion take place with Baird at a board meeting to determine the best interest rate on borrowing.

Trustee Weddle-Henning had a question on the Dean Road project and noticed a General Obligation Bond borrowing when the Safe Routes to School Grant was awarded for this project. Mr. Piotrowski mentioned that the Safe Routes to School grant was approved for this project, however, it is a reimbursable grant meaning that the money needs to be spent up front for the project, but then reimbursed back to the Village. President Krueger asked about the status of the County Line Road project. Mr. Maederer responded how the cost was determined with the City of Mequon. A quick discussion took place regarding the design and details of the project.

The Village Board continued to project specific questions but determined they would like more time to review the Capital Improvement Plan and should be placed on the next Village Board meeting agenda. Trustee Weddle-Henning asked that the Board be provided an update on the status of the projects for 2013 at the next Village Board meeting.

No action was taken on this item.

VII. Committee Appointments/Trustee Assignments

It was moved by President Krueger and seconded by Trustee Weddle-Henning to appoint Shirley McFarlane to the 4th of July Committee. The motion carried unanimously.

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

It was moved by President Krueger and seconded by Trustee Weddle-Henning to recess into Closed Session at 7:42 p.m. The motion carried unanimously.

It was moved by Trustee Springman and seconded by Trustee Baker to reconvene into Open Session at 8:17p.m. The motion carried unanimously.

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

- A) Possible action on appointment of Village Treasurer/Comptroller.

It was moved by Trustee Baker and seconded by Trustee Oates to appoint Susan Hudson as Village Treasurer/Comptroller. The motion carried unanimously.

- B) Possible Title and job description change in Administrative Services Department.

It was moved by Trustee Baker and seconded by Trustee Oates to change the position of Deputy Treasurer/Comptroller to Deputy Clerk/Treasurer. The motion carried unanimously.

- C) Possible Title and job description change in the Department of Public Works.

It was moved by President Krueger and seconded by Trustee Boschert to appoint Dan Bishop to the newly created position of Operations Supervisor. The motion carried unanimously.

X. Village President's Report

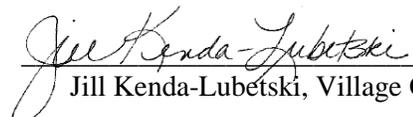
Village President Krueger reported on the following:
ICC letter to the County regarding the EMS contract
NSFD funding formula
Police and Fire

XI. Village Manager's Report

Village Manager reported on the following:
Milwaukee County Transit System change for bus route 49

XII. Adjournment

It was moved by Trustee Springman and seconded by Trustee Oates to adjourn at 8:32 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk

**MINUTES OF THE MEETING OF THE
BROWN DEER BUILDING BOARD
HELD AT THE VILLAGE HALL –
4800 WEST GREEN BROOK DRIVE
ON MONDAY, AUGUST 5, 2013**



The meeting was called to order at 4:04 p.m.

I ROLL CALL

Present: Lavern Nall, Andrea Weddle-Henning, Tony Enea, Tony Snow

Excused: None

Also Present: Shelley Gorman, Bldg. Insp. Assist; Nate Piotrowski – Community Director, Doug Erdmann – Burkhardt Heating, Barry & Kathleen Mimis – Celebrations

II PERSONS DESIRING TO BE HEARD

None

III CONSIDERATION OF MINUTES

It was moved by Mr. Tony Enea and seconded by Mr. Tony Snow to approve the July 15, 2013 minutes. The motion carried unanimously.

IV OLD BUSINESS

Resident Timothy Stanford - Storage Shed - 3413 W. Pelican Lane

V PLANS SUBMITTED FOR CONSIDERATION

The following items were on the Agenda for review:

- A. Resident Timothy Stanford - Storage Shed - 3413 W. Pelican Lane
- B. Otto's Liquor Store New Signage - LMS Sign – 4600 W. Brown Deer Rd
- C. Bradley Crossing 54, LLC – Sig Strautmanis - Phase 2 plans for build out – Bradley Rd
Parcels # 0859999005 & # 0859999006

Resident Timothy Stanford – Storage Shed – (Resubmittal)

The Board reviewed the color sample of the siding and roof shingle that were not present at the original June 3rd meeting. The Board unanimously approved the materials and colors to be used.

Otto's Liquor Store New Signage - LMS Sign – 4600 W. Brown Deer Rd

LMS sign were present and explained what was being done to the sign. They showed the Board drawings on how everyone originally wanted to update and lower the sign to make it a ground sign, but because of setbacks, underground utilities, and highway right of ways the sign had to stay in its current location farther back than normal. The Board understood the restrictions Otto's was dealing with and they all agreed the new sign changes will be a nice improvement.

The Board unanimously approved the signage for Otto's Liquor Store.

**Bradley Crossing 54, LLC – Sig Strautmanis - Phase 2 plans for build out – Bradley Rd
Parcels # 0859999005 & # 0859999006**

Mr. Strautmanis began explaining the revised changes to the issues discussed from the July 15th meeting regarding the Bradley Crossing Phase 2 buildout.

He showed in the new renderings how he removed three (3) of the five (5) dormers on the south side of the 20 unit building leaving two (2): One (1) per building on the inner ends.

After the Board looked over the changes and new renderings of all buildings there comments were:

Andrea Weddle-Henning expressed her concern that they looked out of balance with only one (1) on each side and that she felt there needed to be at least a total of four (4): two (2) on each building on the ends. I, Shelley Gorman VBD, explained to the Board the concerns of the VBD Staff and that they preferred the original drawing with the five (5) dormers as opposed to the new revision with two (2).

Mr. Tony Enea stated that he doesn't have an issue with the revision of removing tree (3) dormers and leaving the two (2).

Mr. Tony Snow did not have an issue with it either but did not like the wider white trim boards that outlined the details on the front of the buildings, he preferred the original July submittal renderings. Everyone agreed with him.

Chairman Nall asked about the air conditioning unit colors. Answer: we are going to be using the same ones/color as we used in Phase 1. They are taupe in color. Mr. Tony Enea asked about the Community Center air conditioning units. Answer: The same thing.

Chairman Nall: Are the downspouts the same color as the trim. Answer: yes.

Is the correct number of the units in this building 20 and not 24 as stated on the drawings? Answer: yes that is a typo, there are only 20 units in that building not 24. (Chairman Nall corrects the number on the plans and drawings)

Ms. Andrea Weddle-Henning: In regards to the south side dormers that have been removed from the building and looking over the other elevations, specifically the four (4) garage elevations, three (3) of the garage elevations have either multiple dormers or one (1) large centered pop out on them, but the south garage elevation has nothing except a small awning over the door. Can you put dormers or a large centered pop put on that elevation so that all of the garages are consistent in their look?

Mr. Tony Snow: If we did say we wanted that on that elevation, can the doors be centered more? I agree and think that would look nicer. Answer: I am not sure. The two doors may have to stay there because of the layout in the building. I would have to look at the plans again.

The Board agreed on the removal of all five (5) gables on the south side was acceptable. The east elevation white trim board is not acceptable and the preferred design is the original July submitted design. The south end garage elevation will stay as it is drawn with no gables or centered pop out, and the air conditioning units are to be the same as in Phase 1, and the downspout colors are to be the same as the trim color.

Mr. Enea motioned for approval of the new design changes. Ms. Weddle-Henning seconded the motion. The motion carried unanimously.

VII ADJOURNMENT

The meeting was adjourned at **4:46** p.m.

The next regularly scheduled meeting will be August 19, 2013.

Shelley Gorman

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

**BROWN DEER BEAUTIFICATION COMMITTEE
AUGUST 13, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

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

I. Roll Call

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

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

Excused: Kathleen Schilz

II. Persons Desiring to be Heard

None.

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

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

IV. Review of Submitted Landscape Plans

None.

V. Report of Staff/Committee Members

Trustee Oates reported that Village President Krueger requested the Beautification Committee consider recognizing properties that have made structural improvements. A discussion ensued regarding various ideas for recognition. Ms. Quirk asked that this be added to the September agenda. Trustee Oates shared that Ms. Schilz's committee application had been approved by the Village board. It was the consensus of the committee to welcome Ms. Schilz to the Beautification Committee.

Mr. Maederer reported on department activities relating to tree removal, right-of-way tree trimming and contracted maintenance of naturalized areas. Ms. Lieven asked that the contractor, Natural Landscaping, take a look at the hardwood savannah, and offer suggestions to improve and maintain it. Mr. Maederer requested committee input regarding an outstanding donation for the creation of a flowerbed on N. Sherman Boulevard at the entrance to Tri-City Bank. Ms. Petras shared information regarding the history of the donation and anticipated problems in regards to maintenance and survival of the plants given the medians location. It was the consensus of the committee, that the donor be contacted, to discuss alternate locations to ensure the flowerbed survive more than one season.

Ms. Petras shared an article from the Rhinelander Star Journal given to her by Village staff, showing landscape award recognition that highlighted a credit on the winner's water bill. It was the committee's consensus that this idea be brought to the Village Manager and the Water Superintendent as a possible means of recognition for future landscape award winners. Ms. Petras also reported that the Brown Deer Woman's Club gave a donation of \$200 to the Beautification Committee; Ms. Quirk will acknowledge their generosity.

VI. Unfinished Business**A) Arbor Day/Earth Day/Keep Greater Milwaukee Beautiful Clean-Up Day**

Ms. Petras distributed an event punch list and asked committee members to review it and make additions as needed for discussion at a future meeting. Ms. Lieven inquired if Mr. Maederer had a location for next year's event in mind. Mr. Maederer commented that the Original Village may be a good location for next year, as the event could coincide with a ribbon cutting event signaling the completion of the reconstruction project. A discussion ensued with committee members being in favor of this idea. Ms. Petras will email the punch list to all committee members before the next meeting.

B) Landscape Awards

The third set of winners selected are: 9466 N. 45th Street, 8211 N. 46th Street, 6153 W. Arch Avenue, and 7909 N. 47th Street.

Ms. Quirk and Ms. Lieven will deliver the signs and congratulatory letters.

Ms. Petras reminded the committee that the Landscape Award and Adopt-a-Flowerbed recognition event will take place on Tuesday September 17, 2013 and asked that invitations be ready to mail by August 30, 2013. Ms. Quirk and Ms. Petras will work together to prepare and send invitations, with Ms. Lieven offering to assist as well.

VII. New Business**A) Landscape Awards Signage**

Ms. Quirk stated that the initial cost of the Landscape Award signs was \$100 per set up (sign and Shepard's crook with chain). Ms. Quirk asked that this item be revisited at the October meeting.

VIII. Adjournment

It was moved by Ms. Quirk and seconded by Ms. Lieven to adjourn. The motion carried unanimously at 7:50 p.m.

Erika S. Petras
Department of Public Works

BROWN DEER TRAFFIC AND PUBLIC SAFETY COMMITTEE

AUGUST 8, 2013 MEETING MINUTES

HELD AT THE BROWN DEER VILLAGE HALL

4800 WEST GREEN BROOK DRIVE

BROWN DEER, WISCONSIN

The meeting was called to order by Trustee Boschert at 6:30 PM.

I. ROLL CALL

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

Not Present: Trustee Weddle-Henning

Also Present: Steven Rinzel, Chief of Police; Matthew Maederer, Department of Public Works Supervisor; Nancy Hoppe, Executive Secretary to Chief of Police

II. PERSONS DESIRING TO BE HEARD

Persons in attendance wished to reserve their comments during the appropriate section on the agenda.

III. CONSIDERATION OF MINUTES: June 6, 2013 Meeting

It was moved by Mrs. Lemke, and seconded by Mr. Kass to approve the June 6, 2013 meeting minutes. The motion carried unanimously.

IV. REPORT OF STAFF/COMMITTEE MEMBERS

Chief Rinzel reported the department has been involved in a substantial investigation involving a Charter School employee and that the Investigative Bureau has been working many hours to gather all the needed details and complainants. Chief Rinzel stated that entry level patrol officer interviews with the Police Commission had recently taken place and that seven candidates would be going on to Command Staff interviews. Chief Rinzel reported that he would be attending the Wisconsin Chiefs of Police Association Summer Conference in Green Bay. Mike Kass inquired about the planned moving of the Park and Ride for the 49 Freeway Flyer; Chief Rinzel reported it is being handled through the Village Manager's Office. Mr. Maederer reported that the Freeway Flyer would follow Route 12.

Mr. Maederer stated that the Department of Public Works would be placing some signage in the construction area in the original Brown Deer Village due to vehicle traffic and they will also be utilizing water for dust control when needed.

V. OLD BUSINESS

A. Second Review of Parking Restrictions at North 51st Street and West Green Brook Drive

Chief Rinzel advised a second review of the area was conducted. He reported the main issue was that the Dance Academy of Arts wants more parking areas and due to Village Ordinances it would not be feasible. Mr. Maederer reported that staff had met with the owners of the Dance Academy of Arts to propose the driveway area be changed for a flow to enter and drop off attendants from West Green Brook Drive and then exit only onto North 51st Street. When asked if gravel could be placed on the north side of the property and Mrs. Stammer, the co-owner of the facility, stated the floors are made of rubber and gravel would not be an appropriate option.

Mr. Jason Stammer, co-owner of the Dance Academy of Arts opined many options could be available to include crosswalks and further stated that signage could be placed for drivers to be aware of the pedestrian traffic. Trustee Boschert stated one main concern was the double-parking issue and that another was the issue of no lighting and children not crossing in appropriate areas (i.e. between cars). Amelia Ferrante, a non-resident instructor at the dance facility, inquired why crosswalks were not put in when the facility first moved in. Chief Rinzel reported that when the business came to the area, they were advised by the Planning Commission that parking concerns were an issue. Mr. Stammer stated when they moved into the area they were planning on utilizing the street parking. Ms. Ferrante stated she drove around Brown Deer and noted many areas that had only 15 feet of non-parking near corners. Tim Catlett, a non-resident parent of student, stated the safety of the children issue falls apart because the Village has not followed through on parking issues throughout the Village and opined that the Village has just honed in on this particular area. Trustee Boschert stated many issues were taking place.

Mr. Stammer stated that he and his wife were never called back to the meetings of this committee or any other. He then distributed a proposal for a crosswalk to the committee and asked for review. Melanie Beres; a non-resident, has been attending the academy for over 15 years in both locations. She was inquiring what the Academy could do to help with traffic flow at the start and end of classes. Mr. Stammer opined that the liability was on the Village.

Denise Hamilton, a non-resident parent, stated she has had children at the Academy for over 17 years; and while she is at the Academy she does spend her time supporting Brown Deer businesses. Scott Peterson stated he was a Village resident and inquired if the Village could help out by putting some type of pathway from the business to the westernmost parking lot of the Village Hall. Mr. Stammer stated they were mortgaged to the hilt on the property and right now they are not able to update any of their property at this time.

Trustee Boschert stated the committee would like to review the possibility of a crosswalk in the area. It would be sent back to staff for further review and other possible alternatives.

VI. NEW BUSINESS

- A. Parking Restrictions on West Dean Road at North 54th Street to North 60th Street
- B. Turning Restrictions from Brown Deer Elementary School Parking Lots onto West Dean Road and North 60th Street

Chief Rinzel provided a map with all the proposed changes for parking restrictions on West Dean Road and the proposed restrictions. When asked if crossing guards would still be in the area; Dr. Kerr advised they would be retained in the area that they have remained. Dr. Kerr, School Superintendent, advised the release times would be staggered. When asked about alternative pick-up plans, Ms. Smith, Elementary School Principal, reported that specific tags would be provided to match the pick-up times. Discussion took place of multiple issues regarding the construction.

It was moved by Mrs. Lemke, and seconded by Mr. Gordon to recommend to the Village Board the approval of a "Right Turn Only" sign at the driveway from the school to access North 60th Street (driveway behind school) in order to force traffic flow north out of school. The motion carried unanimously.

It was moved by Mrs. Lemke, and seconded by Mr. Wazniak to recommend to the Village Board the approval of a "Right Turn Only" sign at the driveway from the school to access West Dean Road in order to force traffic flow east out of the school parking lot. The motion carried unanimously.

It was moved by Mrs. Lemke, and seconded by Mr. Kass to recommend to the Village Board the approval of "No Parking" signs on the north side of West Dean Road between North 60th Street and North 57th Street. (Parking on the south side of West Dean Road between North 60th Street and North 55th Street is already prohibited by statute). The motion carried unanimously.

VI. ADJOURNMENT

It was moved by Mr. Wazniak and seconded by Mr. Kass to adjourn at 7:36 PM. The motion carried unanimously.



Steven C. Rinzel, Chief of Police

BROWN DEER LIBRARY BOARD
August 13, 2013 MEETING MINUTES
HELD AT THE BROWN DEER PUBLIC LIBRARY
5600 WEST BRADLEY ROAD
(Unapproved)

The meeting was called to order by Board President Lutz at 5:00 P.M.

I. Roll Call

Present: Board President A. Lutz and Board members: J. Baker, W. Jabas, E. Bennett, K. Lewis-Williams

Also Present: Brian Williams-Van Klooster, Library Director

II. Persons Desiring to be Heard

None; Discussion of patron request for reevaluation of library use restriction ensued, with the Board recommending that the restriction be lifted with the caveat that additional progressive restrictions be used by library staff in any future disciplinary interactions with this patron.

III. Consideration of Minutes:

a. June 10, 2013 – Regular Meeting

It was moved by J. Baker and seconded by K. Lewis-Williams to approve the minutes of the June 10, 2013 regular meeting as corrected. The motion carried unanimously.

b. July 8, 2013 – Regular Meeting

It was moved by W. Jabas and seconded by J. Baker to approve the minutes of the July 8 2013 regular meeting. The motion carried unanimously.

IV. Unfinished Business

None

V. Report of Library Director

a. Director's Report

In addition to the Director's written report, the following items were discussed:

Board members recommended that 2 additional local HVAC contractors be contacted for annual service contracts. Brief discussion ensued regarding implementation of the new circulating ereaders, and potential opportunities for revenue generation through special library programming.

b. Usage Report

Supplemental statistical graphs were reviewed and discussed briefly.

c. Revenue/Expense Report

VI. Report of Friends of the Library

W. Jabas noted the upcoming Book Sale, distributed advertising bookmarks, and noted that help for setup and management would be welcome.

VII. New Business

a. Consideration of Vouchers:

May/June 2013

It was moved by W. Jabas and seconded by K. Lewis-Williams to approve the payment of the May-June 2013 vouchers. The motion carried unanimously.

June/July 2013

It was moved by K. Lewis-Williams and seconded by W. Jabas to approve the payment of the June-July

2013 vouchers. The motion carried unanimously.

b. Library collection management-Discussion

Director Wms-Van Klooster briefly presented a 2-page document summarizing library use and collection statistics for the 2011-2013 periods. Professional standards and techniques for collection management were also shared. The Board asked for additional time to review the document before engaging in further discussion.

VIII. Adjournment

Next meeting: September 9th, 2013.

It was moved by K. Lewis-Williams and seconded by J. Baker to adjourn at 6:22 P.M. The motion carried unanimously.



Brian Williams-Van Klooster, Library Director
8/13/13

COMMUNITY DEVELOPMENT AUTHORITY
AUGUST 13, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE

The meeting was called to order by President Krueger at 6:30 P.M.

I. Roll Call

Present: Village President Carl Krueger, Ron Kunding, Ted Wagner, John Coons, Claude Williams, Jr.

Also Present: Michael Hall, Village Manager; Alan Marcuvitz, CDA Counsel, Michael Weiss and Sig Strautmanis, General Capital

Excused: Tim Schilz, Scott Fleming

II. Persons desiring to be heard

None.

III. Consideration of Minutes: May 15, 2013 Meeting

It was moved by Mr. Kunding and seconded by Mr. Coons to approve the minutes from the May, 15, 2013 meeting. The motion carried unanimously.

IV. Report of Staff

President Krueger mentioned the FBI's interest in relocating to the Village of Brown Deer.

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

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

1. JFS Housing Inc., Bradley Crossing Phase Two, TID Redevelopment Agreement.
2. Option to Purchase - 8806 North Deerwood Drive.

It was moved by Mr. Kunding and seconded by Mr. Williams to recess into closed session at 6:45 p.m. The motion carried unanimously.

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

It was moved by Mr. Wagner and seconded by Mr. Williams to reconvene into open session at 7:30 p.m. The motion carried unanimously.

VII. New Business

- a) JFS Housing Inc., Bradley Crossing Phase Two, TID Redevelopment Agreement

Mr. Marcuvitz explained the requested financing of \$150,000. The financing is to finish the project as requested by the Plan Commission and Building Board. JFS Housing Inc. would be guaranteeing a net property value of \$2,000,000 to pay back the financing until the end of the TIF in 2022. This guaranteed

value will help the TIF overall move into the black by 2022. If we do not have the guarantee value it is likely that the TIF would be approximately \$87,000 in the red by 2022. The financing helps the TIF come out ahead in the end.

Sig Strautmanis, General Capital, presented the requested building changes to the CDA in a PowerPoint.

Ron Kundingger was against the funding and believes JFS should find funding through other means.

It was moved by Mr. Coons and seconded by Mr. Williams to recommend to the Village Board the approval of the JFS Housing Inc., Bradley Crossing Phase Two, TID Redevelopment Agreement. The motion carried 4 to 1, with Mr. Kundingger voting against the motion.

b) Option to Purchase - 8806 North Deerwood Drive

Mr. Hall explained that the Village is interested in purchasing the property located at 8806 North Deerwood Drive. The village would like to enter into an Option to Purchase agreement with the property owners. The Village will give \$5,000 to the owners while the Village tries to find developers interested in the property. The Village will have two years to market the property. If someone is interested in the property, the asking price will be set at \$390,000.

It was moved by Mr. Kundingger and seconded by Mr. Coons to recommend to the Village Board the approval of the Option to Purchase 8806 North Deerwood Drive. The motion carried unanimously.

VIII. Adjournment

It was moved by Mr. Kundingger and seconded by Mr. Williams to adjourn at 8:20 p.m. The motion carried unanimously.

Michael L. Hall, Village Manager

**DEVELOPMENT AGREEMENT BRADLEY CROSSING 54, LLC
BRADLEY CROSSING APARTMENT COMPLEX PHASE 2, PROFESSIONAL
OFFICES, COMMUNITY BUILDING**

THIS DEVELOPMENT AGREEMENT (“Agreement”), made as of the ____ day of August, 2013, by and between the Village of Brown Deer, Wisconsin (“Village”), and the Community Development Authority of the Village of Brown Deer, Wisconsin (“CDA”), collectively referred to herein as “Brown Deer,” and Bradley Crossing 54, LLC referred to as “JFS” (individually, each of the foregoing is a “Party” and collectively, the “Parties”).

RECITALS

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

WHEREAS, for these purposes, Village has created Tax Incremental District No. 2 (“TID No. 2”) pursuant to Wisconsin Statutes; and

WHEREAS, for these purposes, Brown Deer has also established Redevelopment District #1 (the “R.D.”) pursuant to Wisconsin Statutes; and

WHEREAS, JFS has entered into a Purchase Agreement with GenCap Bradley, LLC to acquire approximately 3.739 acres on West Bradley Road west of North Sherman Boulevard within TID No. 2 and the R.D. as described on Exhibit A attached hereto (the “Property”); and

WHEREAS, JFS, upon acquisition of the Property, intends to develop it as a medium density residential development of 54 affordable rental units (the “Units”); and

WHEREAS, Brown Deer has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the Village, and is in the best interests of the Village and its residents, and that the economic vitality of TID No. 2 is essential to the economic health of the Village; and

WHEREAS, JFS has filed, or will file, with Brown Deer the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by the Village, for the development of the Property, it being acknowledged some will be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of JFS and the mailing address and telephone number of certain of JFS’s representatives for the Project (as defined herein) incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed uses for the Property, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space, screening and

landscape plans, including a statistical table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.

4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

AND WHEREAS, JFS has filed or will file with Brown Deer an application for use and zoning approvals of the Property, as necessary to accommodate the development, Brown Deer has given favorable conceptual approval of the proposed development and JFS will enter into an agreement for the construction and the continued maintenance of the Property;

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

ARTICLE I DEFINITIONS; CONDITION PRECEDENT

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms;

“Brown Deer” means the Village of Brown Deer, Wisconsin, and the Community Development Authority of the Village of Brown Deer, Wisconsin;

“CDA” means the Community Development Authority of the Village of Brown Deer, Wisconsin;

“Differential Payment” means the amount to be paid by JFS as the difference, if any, between the amount of taxes due on the Value guaranteed by JFS and the amount of taxes billed, for any year;

“Fund” means TIF Revenues in any year held by Brown Deer in an interest-bearing, segregated revenue stabilization fund;

“JFS” means Bradley Crossing 54, LLC and its successors and assigns;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by JFS and approved by Brown Deer, including Exhibits B through E attached hereto;

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.;

“Project” means the development of the Property in accordance with the Plans and Specifications;

“Property” means the the parcels currently identified as Tax Key numbers 0859999002 and 0859999003 in the Village of Brown Deer, Wisconsin, described on Exhibit A attached hereto;

“Property Closing” means the date JFS acquires title to the Property;

“Subsequent Tax Year” means a tax year occurring after a year in which JFS made a Differential Payment;

“Term” has the meaning set forth in Section 9.10 herein;

“TIF Revenues” means the incremental real and personal property tax revenues generated by the Project from tax year 2015 to the end of the Term of this Agreement, plus any Differential Payments, collectively in excess of base value tax revenues;

“Unit” or “Units” means one or more of the 54 affordable rental units in the Project;

“Value” means fair market value of the real property and does not include the value of any government subsidy or program;

“Village” means the Village of Brown Deer, Wisconsin;

Section 1.2 Condition Precedent. This Agreement shall have no force or effect, unless and until JFS acquires the Property.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Brown Deer. The Village and CDA make the following representations and warranties:

(1) Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Village makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for JFS’s purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are necessary. This Agreement constitutes the legal, valid, and

binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(5) CDA is a community development authority, created pursuant to Wisconsin Statutes and has the power to enter into this Agreement and carry out its obligations hereunder.

(6) CDA makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for JFS's purposes or needs.

(7) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance or charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CDA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(8) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the CDA and no other or further acts or proceedings of the CDA are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the CDA, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(9) There is, or will be, sufficient capacity within the Village sanitary and storm systems for the Project.

Section 2.2 Representations and Warranties of JFS. JFS makes the following representations and warranties:

(1) JFS is a Wisconsin limited liability company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) If JFS acquires the Property, JFS will thereafter cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by JFS, and, in the opinion of JFS, would not be economically feasible within the reasonably foreseeable future, without the assistance to JFS provided for in this Agreement.

(4) If JFS acquires the Property, JFS will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which JFS is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III UNDERTAKINGS BY JFS AND VILLAGE

Section 3.1 JFS Obligations. If JFS acquires the Property, JFS will undertake the following obligations, in consideration of the Brown Deer obligations in Section 3.2, below.

(1) JFS shall acquire the Property by December 31, 2013 and build a medium density affordable rental development of 54 residential Units. The Project will be developed under the Plans and Specifications approved by Brown Deer, such approval not to be unreasonably withheld or delayed.

(2) Following receipt of all approvals for the Project, JFS will commence construction by no later than April 1, 2014.

(3) JFS shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits for all Units by January 1, 2015.

(4)

(a) JFS guarantees that the Value of the Property will be not less than \$617,600 on January 1, 2014.

(b) JFS guarantees that the Value of the Property will be not less than \$2,700,000 beginning on January 1, 2015 and continuing thereafter during the Term of this Agreement.

(5) Without limiting other provisions in this Agreement, the dates in subsections 3.1(2), (3) and (4) are subject to Force Majeure.

(6) For the tax year 2015 and thereafter ending with the last tax year of the Term covered by this Agreement, JFS guarantees that the amount due to the Village on the Value of the Property shall be not less than the minimum Value guaranteed in Section 3.1 (4)(a) and (b) herein, multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year. For example, should the assessment ratio be 90% and the mill rate \$31/M for the tax year 2015, the amount required due under this Agreement for tax year 2015 is \$75,330. JFS agrees that, in the event the property taxes due for any year covered by this

Agreement shall be based on a value less than the Value guaranteed in Section 3.1 (4) above, Village may submit a bill to JFS for the differential (“Differential Payment”). For example, if the amount which would be due on a value of \$2,700,000 is \$75,330, and the amount of property taxes billed is on a value of \$2,500,000, or \$69,750, the billable Differential Payment is \$5,580. Such a billing shall be submitted to JFS by the Village Treasurer by December 31 of the relevant tax year and shall be paid in full by JFS, without interest thereon, by March 31 of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1 of the following year shall accrue interest at a rate of 6% per annum until fully paid, notwithstanding any other provision of this Agreement.

(7) JFS agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by Brown Deer. However, during the progress of the Project, JFS may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further JFS’s development objectives; provided, however, any such change shall comply with all applicable laws of Brown Deer and JFS may not make any change without the written consent of Brown Deer (not to be unreasonably withheld, conditioned or delayed). Brown Deer agrees to consider and approve or reject any proposed change within 30 days after submittal by JFS to Brown Deer or such approval is deemed given; provided, if Brown Deer’s approval is needed within a shorter period of time due to JFS’s construction schedule or its obligations under subsection 3.1(1), (2) or (3) above, Brown Deer shall provide such approval or rejection within 10 days of request, and Brown Deer will reasonably cooperate with JFS to facilitate and expedite such review process. Such requests for approval shall be submitted to the Village Manager, as representative of Brown Deer.

(8) JFS further agrees to the following:

(a) At JFS’s expense, JFS shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, as may be required by the Village community development planner or his designee.

(b) At JFS’s expense, a survey or plat of the Property will be prepared for approval by the Village community development planner, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

(c) Easements on the Property for municipally owned storm sewer and water mains shall be granted to the Village or its designee where necessary, by mutually agreed upon separate document or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the Village Engineer, or his designee.

(d) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without Brown Deer’s approval, which approval shall not be unreasonably withheld or delayed. The definition of structure shall be the definition contained within the Brown Deer Zoning Ordinance.

Section 3.2 Brown Deer Obligations Brown Deer undertakes the following obligations, in consideration of the obligations of JFS in Section 3.1, above.

(1) Brown Deer shall timely process all necessary or required zoning, development and use approvals for the Project, pursuant to applicable Village Ordinances.

(2) Brown Deer shall pay to JFS or its designee, on issuance of the last occupancy permit for the Project, \$150,000.

Section 3.3 TIF Revenues. Brown Deer covenants that all incremental real property taxes, Differential Payments and personal property taxes generated by the Project shall be held by Brown Deer in an interest-bearing, segregated revenue stabilization fund (the "Fund"). JFS acknowledges that Brown Deer's obligations under this section will terminate at the same time as the termination of JFS's obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, (a) if any TIF Revenues remain in the Fund any time a Differential Payment would otherwise be due under this Agreement, the amount of the Differential Payment due and owing shall be reduced by the withdrawal and application of the amount of such TIF Revenues remaining in the Fund, and (b) if JFS has made any Differential Payment under this Agreement for any tax year, and for any subsequent tax year (the "Subsequent Tax Year") there remains TIF Revenues in the Fund, Brown Deer shall reimburse JFS within 30 days after the end of the Subsequent Tax Year(s), in the amount of the Differential Payment made, but in no event more than the amount of TIF Revenues remaining in the Fund.

Section 3.4 Failure to Commence Construction. JFS has agreed to commence construction by April 1, 2014. In the event JFS does not commence construction activity by June 1, 2014, this Agreement shall automatically be null and void.

ARTICLE IV PROPERTY BASE VALUE

Brown Deer represents and agrees that the base year value of the Property is \$120,000. All taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues.

ARTICLE V COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement. This Agreement shall be recorded by Brown Deer in the Office of the Milwaukee County Register of Deeds.

**ARTICLE VI
PROOF OF INTEREST IN PROPERTY**

Before this Agreement was executed, JFS furnished to Brown Deer satisfactory evidence of control over the lands described in Exhibit A.

**ARTICLE VII
REMEDIES**

Section 7.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) day period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may Brown Deer exercise or seek any rights of injunction or specific performance for JFS's failure to acquire the Property or, in the event JFS acquires the Property, for JFS's failure to commence the Project.

Section 7.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.4 Interest. Unless otherwise specified in this Agreement, interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 7.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days either Party may apply to Resolute Systems, Inc., for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, only in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of JFS is addressed to or delivered personally to:

Bradley Crossing 54, LLC
1300 N. Jackson Street
Milwaukee, Wisconsin 53202
Attn: President and CEO

- (b) with a copy to:

General Capital Management, Inc.
6938 N. Santa Monica Boulevard
Milwaukee, WI 53217
Attn: Steven Schnoll / Michael Weiss

- (c) in the case of Brown Deer is addressed to or delivered personally to:

Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223-2496
Attn: Village Manager

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by Brown Deer with respect to obligations of Brown Deer under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. This Agreement shall continue from the Effective Date until December 31, 2022 (the “Term”).

Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither JFS nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of Brown Deer, and this Agreement constitutes a deed restriction effectuating this provision.

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

BRADLEY CROSSING 54, LLC

By: BRADLEY CROSSING 54 MM, LLC,
Its Managing Member

By: JFS HOUSING, INC., Sole Member

Dated: _____

By: _____

Name: Sylvan Leabman

Title: President

COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF BROWN DEER

Dated: _____

By: _____

Name: Carl Krueger

Title: Chairperson

Dated: _____

By: _____

Name: Michael Hall

Title: Executive Director

VILLAGE OF BROWN DEER, WISCONSIN

Dated: _____

By: _____

Name: Carl Krueger

Title: President

Dated: _____

By: _____

Name: Michael Hall

Title: Village Manager

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, the above-named Sylvan Leabman, the President, of JFS Housing, Inc., a Wisconsin corporation and the sole member of Bradley Crossing 54 MM, LLC, a Wisconsin limited liability company, the Managing Member of Bradley Crossing 54, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said company, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) ss.

Personally came before me this _____ day of _____, 2013, the above-named Carl Krueger, the Chairperson of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) ss.

Personally came before me this _____ day of _____, 2013, the above-named Michael Hall, the Executive Director of the Community Development Authority of the Village of Brown Deer, a Wisconsin political entity, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said entity, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) ss.

Personally came before me this _____ day of _____, 2013, the above-named Carl Krueger, the Village President of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) ss.

Personally came before me this _____ day of _____, 2013, the above-named Michael Hall, the Village Manage of the Village of Brown Deer, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

WB-24 OPTION TO PURCHASE

1 **BROKER DRAFTING THIS OPTION ON** _____ **[DATE] IS AGENT OF (SELLER)(BUYER)(DUAL AGENT)** **[STRIKE TWO]**
2 The Seller, Vivian Kaiser and Marvin E. Kaiser, hereby grants to Buyer,
3 Village of Brown Deer, an option to purchase (Option) the Property
4 known as [Street Address] 8806 N Deerwood Drive (Parcel 0278993001) in the
5 Village of Brown Deer, County of Milwaukee, Wisconsin,
6 (if this Option is to be recorded, insert legal description at lines 218-224 or attach as an addendum per line 225) on the following terms:
7 **[DEADLINE FOR GRANT OF OPTION]** This Option is void unless a copy of the Option which has been signed by or on behalf of
8 all Owners is delivered to Buyer on or before August 15, 2013 (Time is of the Essence).
9 **[OPTION TERMS]** An option fee of \$ 5,000.00 will be paid by Buyer within 3 days of the granting of this Option, and
10 shall not be refundable if the Option is not exercised. If the Option is exercised, \$ \$5,000.00 of the option fee shall be a credit
11 against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than
12 midnight August 15, 2015. Buyer may sign and deliver the notice at lines 247-248, or may deliver any other written notice
13 which specifically indicates an intent to exercise this Option. ~~This Option shall be extended until _____, upon~~
14 ~~payment of \$ _____ in cash or equivalent to Seller on or before _____, as an option extension~~
15 ~~fee which shall not be refundable if this Option is not exercised. If this Option is exercised, \$ _____ of the option extension~~
16 ~~fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to Seller)~~
17 ~~(held in listing broker's trust account until _____)~~
18 _____) **[STRIKE ONE]**.
19 This Option, or a separate instrument evidencing this Option, (may) (may not) **[STRIKE ONE]** be recorded. **CAUTION: FAILURE TO**
20 **RECORD MAY GIVE PERSONS WITH SUBSEQUENT INTERESTS IN THE PROPERTY PRIORITY OVER THIS OPTION.**
21 **[TERMS OF PURCHASE]** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:
22 ■ **PURCHASE PRICE:** Three Hundred Ninety Thousand
23 _____ Dollars (\$ 390,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.
24 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
25 encumbrances, all fixtures, as defined at lines 172-175 and as may be on the Property on the date of this Option, unless excluded at lines
26 28-29, and the following additional items: property to be acquired as is. Seller may remove any personal property and/or fixtures in sellers discretion.
27 _____
28 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____
29 _____
30 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or
31 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
32 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
33 restrictions and covenants, general taxes levied in the year of closing and _____
34 _____ (provided none
35 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller
36 further agrees to complete and execute the documents necessary to record the conveyance.
37 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Brown Deer Village Hall
38 _____ within _____ days after the exercise of the Option, unless another date or place is agreed to in writing.
39 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option
40 (lines 218-224 or in an addendum per line 225). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider**
41 **an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**
42 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the
43 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**
44 lease(s), if any, are _____.
45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and No others
47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net
48 general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net
49 general real estate taxes for the preceding year) (_____)
50 _____) **[STRIKE AND COMPLETE AS APPLICABLE]**
51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**
53 **[ZONING]** Seller represents that the property is zoned Legal non-conforming.
54 **[REPRESENTATIONS REGARDING PROPERTY AND TRANSACTION]** Seller represents to Buyer that as of the date Seller grants this
55 Option Seller has no notice or knowledge of conditions affecting the Property or transaction (as defined at lines 63 - 88) other than those
56 identified in Seller's property condition report, dated _____, which was received by Buyer prior to Buyer signing
57 this Option **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and _____ property condition report waived
58 This is an as is transaction _____.

59 Seller agrees to notify Buyer of any condition affecting the Property or transaction which is materially inconsistent with the above
60 representations, which arises after this Option is granted, but prior to exercise of this Option. Buyer shall have reasonable access to the
61 Property, upon reasonable notice, from the time this Option is granted until the time for closing, for the purpose of inspecting and testing
62 the Property to the extent reasonably necessary to fulfill the inspection and testing provisions of this Option. (See lines 110-124).
63 A "condition affecting the Property or transaction" is defined as follows:

- 64 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the
65 Property or the present use of the Property;
- 66 (b) completed or pending reassessment of the Property for property tax purposes;
- 67 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 68 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 69 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 70 (f) conditions constituting a significant health or safety hazard for occupants of Property; **Note: Possible LBP Disclosure Requirement.**
- 71 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not
72 limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm.**
73 **Code, Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 74 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 75 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 76 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
77 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 78 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
79 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 80 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 81 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 82 (n) subsurface conditions which would significantly increase the cost of building on the property including, but not limited to, subsurface
83 foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous
84 materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 85 (o) a lack of legal vehicular access to the Property from public roads;
- 86 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program (Wis. Stats. §94.73);
- 87 (q) other conditions or occurrences which would reduce the value of the Property to a reasonable person with knowledge of the
88 nature and scope of the condition or occurrence.

89 **■ PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage
90 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
91 rounding or other reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total**
92 **square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.**

93 **■ PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of
94 closing or occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and
95 tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be
96 obligated to repair the Property and restore it to the same condition that it was on the day this Option is exercised. If the damage is greater
97 than 5% of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be rescinded by Buyer and
98 all Option fees paid by Buyer shall be immediately returned to Buyer. Should Buyer elect to exercise this Option despite such damage,
99 Seller shall either repair the Property and restore it to the same condition that it was on the day of exercise of this Option, except for
100 ordinary wear and tear or Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit
101 towards the purchase price equal to the amount of Seller's deductible on such policy.

102 **■ BUYER DUE DILIGENCE:** Prior to exercising this Option Buyer may need to perform certain inspections, investigations and testing.
103 Buyer is only authorized to do those inspections, investigations and tests which are authorized at lines 196-200 or lines 218-225. In
104 addition to these inspections, investigations and tests, Buyer may need to obtain financing, approvals or other information, including
105 but not limited to building permits, zoning variances, Architectural Control Committee approvals, review of condominium documents,
106 review of business records, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, etc.
107 **WARNING:** If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should
108 be addressed in order to determine the feasibility of development of, or a particular use for, a property. Buyer is solely
109 responsible for all expenses relating to financing, inspections, investigations, testing, approvals, permits, estimates, etc.

110 **■ INSPECTIONS:** An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than
111 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer's inspectors
112 reasonable access to the Property upon reasonable notice for those inspections authorized at lines 197-198. Buyer agrees to
113 promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Option.

114 **■ TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the
115 Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and
116 the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon
117 reasonable notice for those tests authorized at lines 199-200. Note: The authorization for testing should specify the areas of the
118 Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's
119 testing and any other material terms of the authorization. Unless otherwise agreed, Buyer shall return the Property to its original
120 condition following testing. **Seller acknowledges that certain inspections or tests may detect environmental pollution**
121 **which may be required to be reported to the Wisconsin Department of Natural Resources.**

122 **■ PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer
123 shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property,
124 except for changes approved by Buyer.

125 **■ CONDOMINIUM DISCLOSURES:** If the Property is a Condominium, Seller agrees to provide Buyer, at Seller's cost (see
126 Wisconsin Statutes §703.20(2)), complete, current copies of the disclosure materials (organization and operational documents, plans, financial

127 statements, and in the case of a conversion condominium property information) as required by Wisconsin Statutes §703.33 no later than 15
 128 days prior to closing and any amendment to these materials promptly after its adoption (except as limited for small residential
 129 condominiums per Wisconsin Statutes §703.365). These materials are available at cost from the condominium association. As provided in
 130 Wisconsin Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification
 131 thereto, rescind this Option by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

132 **TITLE EVIDENCE**

133 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 134 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE
 135 EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

136 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall
 137 be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days
 138 before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject
 139 only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as
 140 appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR
 141 TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE
 142 OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

143 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 144 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 145 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 146 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be
 147 extended accordingly. If Buyer does not waive the objections, this Option shall be null and void. Providing title evidence acceptable for
 148 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

149 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date this Option is exercised
 150 shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special
 151 agreement if area assessments, property owner's association assessments or other expenses are contemplated. "Other expenses"
 152 are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to
 153 curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor
 154 charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. §66.55(1)(c) & (f).**

155 **DELIVERY/RECEIPT**

156 Unless otherwise stated in this Option, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects
 157 as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal
 158 delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once
 159 received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 160 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery
 161 provisions in this Option may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 203-209).** Buyer
 162 and Seller authorize the agents of Buyer and Seller to distribute copies of the Option to Buyer's lender, appraisers, title insurance companies
 163 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

164 **DATES AND DEADLINES**

165 Deadlines expressed as a number of "days" from an event, such as exercise of this Option, are calculated by excluding the day the
 166 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as
 167 a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other
 168 day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.
 169 Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from
 170 the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or
 171 as the day of a specific event, such as closing, expire at midnight of that day.

172 **FIXTURES** A "fixture" is defined as an item of property which is physically attached to or so closely associated with land
 173 or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items
 174 not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily
 175 treated as fixtures.

176 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding
 177 the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the
 178 benefit of the Parties to this Option and their successors in interest.

179 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions
 180 of the terms of purchase after exercise of this Option. A material failure to perform any obligation under the terms of purchase after
 181 exercise of this Option is a default which may subject the defaulting party to liability for damages or other legal remedies.

182 If Buyer defaults under the terms of purchase after exercise of this Option, Seller may:

- 183 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 184 (2) terminate the purchase agreement and have the option to sue for actual damages.

185 If Seller defaults under the terms of purchase after exercise of this Option, Buyer may:

- 186 (1) sue for specific performance; or
- 187 (2) terminate the purchase agreement and sue for actual damages.

188 In addition, the Parties may seek any other remedies available in law or equity.

189 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 190 discretion of the courts. If either Party defaults, the Parties may renegotiate the terms of purchase or seek nonjudicial dispute resolution
 191 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those
 192 disputes covered by the arbitration agreement.

193 **RENTAL WEATHERIZATION** Unless otherwise agreed Buyer shall be responsible for compliance with Rental Weatherization Standards
 194 (Wis. Adm. Code Comm. 67), if applicable.

195 **PROPERTY ADDRESS:** 8806 N Deerwood Drive (Parcel 0278993001) Brown Deer, WI [page 4 of 4, WB-24]

196 **AUTHORIZATION FOR INSPECTIONS AND TESTS** Buyer is authorized to conduct the following inspections and tests (see lines 110-121).

197 **INSPECTIONS:** All necessary inspections for the purpose of remarketing the property for redevelopment. Such inspections shall be done in buyers
198 sole discretion but upon notice to Seller and without interference of the business operations of Seller.

199 **TESTS:** _____

200 _____

201 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written
202 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 203-212.

203 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account
204 with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 206 or 208
205 (if any), for delivery to the Party's delivery address at lines 207 or 209.

206 Seller's recipient for delivery (optional): _____

207 Seller's delivery address: _____

208 Buyer's recipient for delivery (optional): _____

209 Buyer's delivery address: _____

210 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 206 or 208.

211 (3) By fax transmission of the document or written notice to the following telephone number:

212 Buyer: (____) _____ Seller: (____) _____

213 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to payment of option fees and extension fee and all other dates and
214 deadlines in this Option except: _____ Time is not of the Essence. If "Time is of the Essence"
215 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not
216 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

217 This Option (is)(is not) **STRIKE ONE** assignable. This Property (is) (is not) **STRIKE ONE** homestead property.

218 **ADDITIONAL PROVISIONS** _____

219 _____

220 _____

221 _____

222 _____

223 _____

224 _____

225 **ADDENDA** The attached _____ is/are made part of this Option.

226 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
227 **OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
228 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**
229 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION**
230 **IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

231 This Option was drafted on _____ [date] by [Licensee and Firm] _____

232 (x) _____

233 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

234 (x) _____

235 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

236 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
237 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO**
238 **CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND**
239 **ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

240 (x) _____

241 Seller's Signature ▲ Print Name Here: ► Vivian Kaiser Social Security No. or FEIN (Optional) ▲ Date ▲

242 (x) _____

243 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ Date ▲

244 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

245 THIS OPTION IS REJECTED _____ THIS OPTION IS COUNTERED [See attached counter] _____

246 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

247 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 201-212) Buyer exercises the Option to Purchase.

248 (x) _____ (x) _____

249 Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

**BROWN DEER FINANCE AND PUBLIC WORKS COMMITTEE
AUGUST 7, 2013 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, Springman & Boschert; Citizen Members: Susan Glowinska, Galyn Bennett & Ray Erbe

Also Present: Susan Hudson, Treasurer/Comptroller, Matt Janecke, Assistant Village Manager, John Graeber, Police Captain, Joseph Hahn, Police Sergeant, Matthew Maederer, Director of Public Works/Village Engineer

Excused: Citizen Member Tom Lieven

II. PERSONS DESIRING TO BE HEARD

None.

III. CONSIDERATION OF MINUTES: June 5, 2013 – **Regular Meeting**

It was moved by Trustee Boschert and seconded by Trustee Springman to approve the minutes of the June 5, 2013 meeting. The motion carried unanimously.

IV. REPORT OF STAFF/COMMITTEE MEMBERS

Susan Hudson sent out Request for Proposal (RFP) for Auditing service and is working on a RFP for Assessor services. Ms. Hudson informed the committee that she was appointed Treasurer/Comptroller at the Village Board meeting on August 5, 2013.

John Graeber reported that the assessment center for new police officer candidates was completed and they had a good selection. The 3rd SUV has been outfitted and is in service.

Matt Janecke reported that the new position of Deputy Clerk/Treasurer job description has been completed and he will be posting the job advertisement this week.

Matthew Maederer stated that work being done in the Original Village is ahead of schedule. Dan Bishop has been promoted to Operations Supervisor to help with day to day operations.

V. NEW BUSINESS

A) Police Firearms Range

An overhaul of the existing range can be summed up in two points: 1) End of Useful Life – the venetian blinds have been ground down several times and have progressively been kicking back large lead and copper slag toward the shooter. There is extreme pitting in the steel deflectors, which has reduced the efficiency of the range, also causing splash back; 2) Antiquated – the current range is, simple put, old. A new range, consisting of granulated rubber and tactical wall tiles, is safer, cleaner, more versatile, and more compatible with today's tactical training techniques. Staff recommends approving the contracts with Best Technology Systems (\$4,775) and Action Target (\$58,000) for the purchase and installation of services and materials. The Village will receive contributions from six police agencies that are involved in the use of the firearms range. These contributions total \$38,850 (Glendale-\$20,800, Whitefish Bay-\$3,000, Shorewood-\$3,000, Fox Point-\$3000, Bayside-\$3,000 and River Hills-\$3,000).

It was moved by Trustee Boschert and seconded by Susan Glowinska to recommend to the Village Board to approve the contracts with Best Technology Systems (\$4,774) and Action Target (\$58,000). The motion carried unanimously.

B) Emergency Circuit Modification

An initial analysis was completed by Kornacki Associated to determine the existing load on the existing Village Hall emergency generator. Available capacity of the system was then calculated and utilized to engineer expansion of the distribution system. Discussions with Village and Police Department personnel were used to develop the following emergency power system goals:

1. Verify emergency egress lighting within the building meets NFPA 101, Life Safety Code requirements on all paths of egress, including exterior path to public right of way.
2. Emergency power receptacles added to support Village computer system file servers.
3. Emergency power for the Village emergency response room located on the lower level (lighting and selected receptacles).
4. Emergency power to support Village and Police Department communications equipment.
5. Emergency lighting and power to Police Chief's office, detective offices and squad meeting room.

Staff recommends approving the contract with Lemberg for a total of \$16,554. Discussion took place on the goals. The committee understood goal #1 was needed because of updates to code/requirement but questioned why goals 2, 3, 4 & 5 were not done when the generator was installed in 2005. The decisions were made in 2005, not to complete those goals for whatever reason and are now being recommended. The committee would like these items be brought back to next month's meeting with a cost breakdown of each of the goals and why goals 2, 3, 4 & 5 are needed now.

No action was taken on this item.

C) Air Handler #4

This request is to replace the Air Handler that services a third of the Police department which was not replaced when the HVAC system was upgraded in 2008. Due to the age and inefficiency of the unit it cannot keep up the demands to cool the area of the building it services to an acceptable temperature level on typical hot summer days. The unit has recently been serviced and Staff was advised that maintenance issue would continue to rise if not replaced. Staff is recommending J&H Heating be awarded the contract to replace Village Hall Air Handler #4 in the amount of \$19,808.

It was moved by Trustee Springman and seconded by Trustee Boschert to recommend to the Village Board to approve the contract with J&H Heating to replace Air Handler #4 in the amount of \$19,808. The motion carried unanimously.

No action was taken on this item.

D) June 2013 Financial Report

Susan Hudson, Treasurer/Comptroller presented the June 2013 Financial report covering the top five financial highlights.

No action was taken on this item.

E) Consideration of Vouchers

It was moved by Trustee Boschert and seconded by Gayln Bennett to recommend that the Village Board

approve the vouchers from June 28, 2013 to July 26, 2013 in the amount of \$1,292,962.58. The motion carried unanimously.

VII. ADJOURNMENT

It was moved by Trustee Boschert and seconded by Gayln Bennett to adjourn at 7:45 p.m. The motion carried unanimously.

Susan L Hudson, Treasurer/Comptroller



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	Finance & Public Works Committee Packet
PREPARED BY:	Susan Hudson, Treasurer/Comptroller 
REPORT DATE:	August 14, 2013
MANAGER'S REVIEW/COMMENTS:	<ul style="list-style-type: none"><input type="checkbox"/> No additional comments to this report.<input type="checkbox"/> See additional comments attached.
RECOMMENDATION:	Bringing forward the recommendations from FPW
EXPLANATION:	<p>On August 7, 2013, the Finance & Public Works Committee met and discussed the agenda. These agenda items received a positive recommendation and are as follows.</p> <ul style="list-style-type: none">- Police Firearms Range: <i>recommend to the Village Board to approve the contracts with Best Technology (\$4,774) and Action Target (\$58,000) for the purchase and installation of services and material on the existing range due to end of useful life and antiquated.</i>- Emergency Circuit Modification: <i>no action was taken on this item. The committee would like these items be brought back to next month's meeting with a cost breakdown of each of the goals and why goals are needed now.</i>- Air Handler #4: <i>recommend Village Board approval the contract with J&H Heating to replace Air Handler #4 in the amount of \$19,808 due to the age and inefficiency of the current unit.</i>- Consideration of Vouchers: <i>recommend Village Board approval of the vouchers from June 28, 2013 to July 26, 2013 in the amount of \$1,292,962.58.</i>

**BROWN DEER PERSONNEL COMMITTEE
JULY 30, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Chairperson Baker at 5:10 P.M.

I. Roll Call

Present: Trustees: Baker, Springman; Don Druckrey

Also Present: Michael Hall, Village Manager; Matt Janecke, Assistant Village Manager; Matthew Maederer, Director of Public Works

II. Persons Desiring to be Heard

None.

III. Approval of Minutes: March 18, 2013 - Regular Meeting

It was moved by Trustee Springman and seconded by Don Druckrey to approve the minutes of the March 18, 2013 Personnel Committee meeting. The motion carried unanimously.

IV. Report of Staff/Committee Members

No report.

V. New Business

None.

VI. Recess into Closed Session Pursuant to §19.85 (1)(c) Wisconsin Statutes for the Following Reasons:

- (c) **To consider, employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.**

It was moved by Trustee Springman and seconded by Don Druckrey to enter into closed session for the reason stated on the agenda at 5:15 p.m. The motion carried unanimously.

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

It was moved by Trustee Springman and seconded by Don Druckrey to adjourn the closed session and re-enter into the regular order of business at 5:25 p.m. The motion carried unanimously.

A) Compensation for Non-Represented Employees

The Village Manager explained that Village employees currently receive a cost of living adjustment; however, he would like to propose a change to increase the non-represented employees' salaries to be consistent with similar/same positions. He will bring this back once he has more information to present.

This item was tabled.

B) Creation/Promotion of New Position

The Village Manager reviewed the position description for the Operations Superintendent, noting that a current employee in the Public Works Department is already performing the duties of the position. He would like to recognize the employee by making the position permanent and providing a three dollar an hour raise in pay.

It was moved by Don Druckrey and seconded by Trustee Springman to recommend that the Village Board promote Dan Bishop to the position of Operations Superintendent, with a three dollar an hour raise in pay as presented to the Personnel Committee. The motion carried unanimously.

The Village Manager reviewed the new position of Deputy Clerk/Treasurer and noted that this position would take the place of the Deputy Treasurer/Comptroller and help out both the Administrative Services Department and Manager's Office. A primary function of the position would be to serve as Payroll Coordinator.

It was moved by Trustee Springman and seconded by Don Druckrey to recommend that the Village Board approve the creation of the position of Deputy Clerk/Treasurer, replacing the position of Deputy Treasurer/Comptroller. The motion carried unanimously.

C) Employee Evaluations

The Village Manager presented a new Employee Evaluation that he feels better represents employees' work performance. Mr. Druckrey commented that he would like to see both the employee and supervisor fill out an evaluation form for a side-by-side comparison of the employee's performance. He sees this as the best way to further the employee's professional growth. It was the consensus of the committee to use the Employee Evaluation presented by the Village Manager.

D) Personnel Manual - Changes

The Village Manager announced that he would like to change the probationary period for new employees from 18 months to six months. He believes this may have been instituted to mimic union requirements and since the implementation of Act 10, most unions have dissolved from municipal operations. The committee agreed that six months is adequate time to judge an employee's job performance.

It was moved by Don Druckrey and seconded by Trustee Springman to recommend that the Village Board approve changing the probationary period for new hires not in a union from 18 months to six months. The motion carried unanimously.

The Village Manager introduced the idea of reinstating vacation pay for part-time employees who are normally scheduled to work on the day of a holiday. This change was made when the Personnel Manual was last revised in 2011. Monies have also been budgeted for this since the revision. To be fair to part-time employees, the Village Manager would like to reinstate holiday pay for part-time employees. Even though holiday pay is still being budgeted for, the committee would like to see the total cost of the revision before making a decision and recommendation to the Village Board.

This item was tabled for more information regarding holiday pay costs until next meeting.

E) Schedule Next Meeting Date

Mr. Janecke stated that he would send out an email to arrange the next meeting.

VIII. Adjournment

It was moved by Trustee Springman and seconded by Don Druckrey to adjourn the meeting at 6:36 p.m. The motion carried unanimously.


Matt Janecke, Assistant Village Manager



REQUEST FOR CONSIDERATION

COMMITTEE:	Village Board
ITEM DESCRIPTION:	CIP Budget
PREPARED BY:	Michael Hall, Village Manager
REPORT DATE:	August 19, 2013
RECOMMENDATION:	Approve the 2014-2015 CIP budget
EXPLANATION:	At the last Village Board meeting, staff presented the 2014–2015 CIP budget and proposed projects. I would like to request the Village Board approve the budget for the 2014-2015 CIP.
FINANCIAL IMPACT:	
General Fund	
	The Village would be approving a \$2,000,000, not to exceed, borrowing plan for the 2014-2015 CIP budget. The current existing debt service payment for 2014 is \$819,399. This borrowing would have no effect on the debt service for 2014. The 2015 budget would see an increase from \$823,304 to \$871,768. This is a total increase of \$48,464 for 2015 debt service payment.
Enterprise Funds	
	Sewer would be requesting \$757,761 for the 2014-2015 CIP budget StormWater would be requesting \$1,023,500 for the 2014-2015 CIP budget Water projects will be going before the Water Commission on August 22nd for approval and then to the Village Board. The request currently would be \$1,071,600 for the 2014-2015 CIP Budget.
Changes from August 5th, 2013 meeting	
Pond Platform	- moved from 2013 to 2014
Consolidated Dispatch Center	- \$5,428 to \$14,502 (2014) \$6,541 to \$16,160 (2015) \$7,817 to \$18,762 (2016) \$9,380 to \$21,652 (2017) \$11,257 to \$24,899 (2018) – Estimated no numbers

2013 Projects	Status	Budget	Actual
Village Hall Emergency Power Upgrades	Open	\$ 20,000	
IT upgrades and Improvements	Open	\$ 28,600	
Computer Replacement	Open	\$ 4,000	
PD Computer Station Upgrades	Open	\$ 5,000	
PD Small Equipment Purchase	Open	\$ 9,950	
DPW Shop Tools	Open	\$ 10,000	
DPW Software Upgrades	Open	\$ 2,000	
Street Rehab	Open	\$ 270,000	
Oringianl Village	Open	\$ 3,010,000	
DPW Patrol Truck - Salter	Open	\$ 165,000	\$ 152,931.00
Replace PD Sally Port - Man door	Closed	\$ 5,000	\$ 3,667.44
Village Hall Air Handler #4	Closed	\$ 20,000	\$ 19,808.00
Shooting Range Lead Abatement	Closed	\$ 8,500	\$ 4,774.00
Firing Range Improvement	Closed	\$ 59,700	\$ 58,000.00
PD Vehicles	Closed	\$ 97,500	\$ 38,958.00
Speed Enforcement Trailer	Closed	\$ 10,885	\$ 9,420.00
PD Network UPS Power Upgrade	Closed	\$ 22,000	\$ 11,950.00
NSFD Capital Contribution	Closed	\$ 193,908	\$ 193,908.00
Consolidated Dispatch	Closed	\$ 4,524	\$ 4,524.00
Arbor Day	Closed	\$ 1,200	\$ 1,200.00
Replanting Emerald Ash	Closed	\$ 25,000	\$ 25,000.00
Dean Road Modification and Repair	Postponed	\$ 500,000	\$ -
N 60th, Fairy Chasm, County Line	Postponed	\$ 120,000	\$ -
County Lind Rd Reconstruction	Postponed	\$ 257,000	\$ -
Pond Platform	Postponed	\$ 20,000	\$ -
Total Expenditures		\$ 4,869,767	\$ 524,140.44

2014 Projects

General Fund

Project Description	Project Number	2014 Total Project Cost	GO Debt	Grants & Aids	Trusts & Donations	Retained Earnings	Fund Balance	Property Tax Levy
Available Funds			\$1,000,000				\$849,202	\$372,000
Community Services								
Steet Rehab	COMM-001	\$204,800	\$204,800					
Coordinated Projects	COMM-002	\$80,200	\$80,200					
ADA Remodel - Snack Counter	COMM-022	\$10,000						\$10,000
Dean Road Modification	COMM-029	\$500,000	\$240,000			\$260,000		
Sidewalk Improvement Plan	COMM-034	\$100,000	\$100,000					
N. 60th Fairy Chasm - County Line	COMM-037	\$120,000		\$96,000			\$24,000	
County Line Rd Reconstruction	COMM-038	\$575,000				\$575,000		
Geographic Information Sys (GIS)	COMM-039	\$30,000						\$30,000
Canoe Launch/Park Acquist. & Dev.	COMM-042	\$90,000					\$90,000	
Police Department								
Vehicles	PD-003	\$102,500						\$102,500
Computer station upgrades	PD-004	\$5,000						\$5,000
Police Small Equipment Purchase	PD-022	\$8,975						\$8,975
Firearms Replacement	PD-031	\$25,000		\$12,750				\$12,250
ESX Server replacement	PD-036	\$20,780						\$20,780
In Squad Computers	PD-039	\$33,355						\$33,355
SAN expansion	PD-041	\$41,332						\$41,332
Secondary Ballistic Vests	PD-042	\$8,750						\$8,750
Backup Exec Server	PD-043	\$7,358						\$7,358
Fire Department								
Annual contribution for capital	FD-001	\$194,500					\$194,500	
Dispatch Center								
Annual contribution for capital	BS-001	\$14,502					\$14,502	
Manager's Office								
Paperless Document Management	MGR-007	\$20,000						\$20,000
Village Board Room Remodel	MGR-010	\$50,000	\$50,000					
Lights and ceiling remodel	MGR-011	\$10,000	\$10,000					
Computer replacement program	MGR-001	\$5,700						\$5,700
Outerwear with logos	MGR-002	\$5,000						\$5,000
Park and Rec								
Pond Platform	PR-008	\$20,000				\$20,000		
Fairy Chasm Baseball field Rehab	PR-008	\$25,000	\$15,000			\$10,000		
Public Works								
Arbor day	BC-008	\$1,200						\$1,200
Replanting Emerald Ash/ Treatment	BC-009	\$50,000		\$25,000				\$25,000
All Shop Tools/Equipment	DPW-024	\$12,000						\$12,000
Pick up Trucks (4)	DPW-036	\$32,500	\$32,500					
Chipper	DPW-042	\$38,000	\$38,000					
Software Upgrades	DPW-048	\$2,000						\$2,000
Computer Aided Drafting Software	DPW-049	\$10,000	\$10,000					
Beautification projects	BC-3001	\$8,000						\$8,000
Patrol Truck 2 yd	DPW-1609	\$38,000	\$38,000					
Replacement of Tilt Trailer	DPW-1611	\$5,000	\$5,000					
Light Vehicle hoist @ Muni Complex	DPW-1401	\$11,000						\$11,000
Total		\$2,515,452	\$823,500	\$133,750	\$0	\$865,000	\$323,002	\$370,200
Balance			\$176,500				\$526,200	\$1,800

2015 Projects

General Fund

Project Description	Project Number	2015 Total Project Cost	GO Debt	Grants & Aids	Trusts & Donations	Retained Earnings	Fund Balance	Property Tax Levy
Available Funds			\$1,000,000				\$526,200	\$372,000
Community Services								
Steet Rehab	COMM-001	\$10,000	\$10,000					
Coordinated Projects	COMM-002	\$65,800	\$65,800					
Village hall tile restoration	MGR-004	\$10,000	\$10,000					
Bradley Road Reconstruction	COMM-030	\$684,000	\$684,000					
Sidewalk Improvement Plan	COMM-034	\$60,000	\$60,000					
N. 60th Fairy Chasm - County Line	COMM-037	\$560,000	\$112,000	\$448,000				
(2) Staff vehicles	COMM-044	\$40,000						\$40,000
Police Department								
Vehicles	PD-003	\$82,425						\$82,425
Computer station upgrades	PD-004	\$5,000						\$5,000
Police Small Equipment Purchase	PD-022	\$10,850						\$10,850
FLIR H-series Patrol Thermal Camera	PD-035	\$5,855						\$5,855
Records Creator	PD-044	\$22,400						\$22,400
Taser Replacment	PD-045	\$10,389						\$10,389
Fire Department								
Annual contribution for capital	FD-001	\$194,519					\$194,519	
Dispatch Center								
Annual contribution for capital	BS-001	\$16,160						\$16,160
Manager's Office								
Paperless Document Management	MGR-007	\$20,000						\$20,000
Computer replacement program	MGR-001	\$4,000						\$4,000
Park and Rec								
Fairy Chasm Playstructure Replace	PR-009	\$47,500						\$47,500
Public Works								
Arbor day	BC-008	\$1,400						\$1,400
Replanting Emerald Ash/ Treatment	BC-009	\$50,000		\$25,000				\$25,000
All Shop Tools/Equipment	DPW-024	\$12,000						\$12,000
Snowmelter	DPW-050	\$135,000	\$135,000					
72 inch Mower w/ broom	DPW-1502	\$25,000						\$25,000
Beautification projects	BC-3001	\$8,000						\$8,000
MC HVAC/Equip Bay Areas	DPW-1503	\$50,000		\$16,000				\$34,000
Patrol Truck 2 yd w/plow/salter	DPW-1610	\$62,170	\$62,170					
Software Upgrades	DPW-048	\$2,000						\$2,000
Total		\$2,194,468	\$1,138,970	\$489,000	\$0	\$0	\$194,519	\$371,979
Balance			(\$138,970)				\$331,681	\$21

2016 Projects

General Fund

Project Description	Project Number	2016 Total Project Cost	GO Debt	Grants & Aids	Trusts & Donations	Retained Earnings	Fund Balance	Property Tax Levy
Available Funds			\$1,000,000				\$331,681	\$372,000
Community Services								
Steet Rehab	COMM-001	\$200,400	\$200,400					
Coordinated Projects	COMM-002	\$89,600	\$89,600					
W. Fairy Chasm Pavement Imp.	COMM-040	\$400,000	\$400,000					
W Bradley/N Teutonia to N Green Bay	COMM-044	\$35,000	\$35,000					
Village Hall EMG Board Room Lighting	COMM-043	\$20,000						\$20,000
Village hall tile restoration	MGR-004	\$10,000						\$10,000
Police Department								
Vehicles	PD-003	\$101,885						\$101,885
Computer station upgrades	PD-004	\$5,000						\$5,000
Police Small Equipment Purchase	PD-022	\$6,550						\$6,550
Shooting range lead abatement	PD-001	\$8,500			\$4,250			\$4,250
Fire Department								
Annual contribution for capital	FD-001	\$194,687					\$194,687	
Dispatch Center								
Annual contribution for capital	BS-001	\$18,762						\$18,762
Manager's Office								
Paperless Document Management	MGR-007	\$20,000						\$20,000
Computer replacement program	MGR-001	\$4,000						\$4,000
Public Works								
Arbor day	BC-008	\$1,600						\$1,600
Replanting Emerald Ash/ Treatment	BC-009	\$50,000		\$25,000				\$25,000
All Shop Tools/Equipment	DPW-024	\$15,000						\$15,000
Pick up Trucks (4)	DPW-036	\$38,000						\$38,000
Dump truck 5yd w/plow/salter	DPW-1501	\$183,000	\$183,000					
Village Identification Signs	BC-1601	\$5,000						\$5,000
Software Upgrades	DPW-048	\$2,000						\$2,000
MC Overhead Doors	DPW-1604	\$104,000	\$50,102	\$40,000				\$13,898
Salt Dome Storage Roof	DPW-1605	\$40,000						\$40,000
Shed Storage Roof	DPW-1606	\$40,000						\$40,000
Roller	DPW-1607	\$12,000						\$12,000
Total		\$1,604,984	\$958,102	\$65,000	\$4,250	\$0	\$194,687	\$382,945
Balance			\$41,898				\$136,994	(\$10,945)

2017 Projects

General Fund

Project Description	Project Number	2017 Total Project Cost	GO Debt	Grants & Aids	Trusts & Donations	Retained Earnings	Fund Balance	Property Tax Levy
Available Funds			\$1,000,000				\$136,994	\$372,000
Community Services								
Steet Rehab	COMM-001	\$295,000	\$295,000					
W Bradley/N Teutonia to N Green Bay	COMM-044	\$470,000	\$400,000	\$70,000				
Police Department								
Vehicles	PD-003	\$77,383						\$77,383
Computer station upgrades	PD-004	\$5,000						\$5,000
Police Small Equipment Purchase	PD-022	\$9,375						\$9,375
Fire Department								
Annual contribution for capital	FD-001	\$194,952					\$149,624	\$45,328
Dispatch Center								
Annual contribution for capital	BS-001	\$21,652						\$21,652
Manager's Office								
Paperless Document Management	MGR-007	\$20,000						\$20,000
Computer replacement program	MGR-001	\$4,000						\$4,000
Public Works								
Arbor day	BC-008	\$1,600						\$1,600
Replanting Emerald Ash/ Treatment	BC-009	\$50,000		\$25,000				\$25,000
All Shop Tools/Equipment	DPW-024	\$15,000						\$15,000
Crew Cab	DPW-1504	\$32,934						\$32,934
5yrd Dump truck plow/salt	DPW-1705	\$183,471	\$183,471					
5yrd Dump truck plow/salt	DPW-1706	\$183,471	\$183,471					
Village Identification Signs	BC-1601	\$5,000						\$5,000
Software Upgrades	DPW-048	\$2,000						\$2,000
Shed structure	DPW-1701	\$25,000						\$25,000
Recycling Center Pavement	DPW-1702	\$35,000						\$35,000
Yard paving	DPW-1703	\$60,000						\$60,000
Total		\$1,690,838	\$1,061,942	\$95,000	\$0	\$0	\$149,624	\$384,272
Balance			(\$61,942)				(\$12,630)	(\$12,272)

2018 Projects

General Fund

Project Description	Project Number	2018 Total Project Cost	GO Debt	Grants & Aids	Trusts & Donations	Retained Earnings	Fund Balance	Property Tax Levy
Available Funds			\$1,000,000				(\$12,630)	\$372,000
Community Services								
Steet Rehab	COMM-001	\$206,700	\$206,700					
Coordinated Projects	COMM-002	\$93,300	\$93,300					
Sidewalk Improvement Plan	COMM-034	\$90,000	\$90,000					
Police Department								
Vehicles	PD-003	\$101,418						\$101,418
Computer station upgrades	PD-004	\$5,000						\$5,000
Police Small Equipment Purchase	PD-022	\$6,800						\$6,800
Fire Department								
Annual contribution for capital	FD-001	\$194,952	\$194,952					
Dispatch Center								
Annual contribution for capital	BS-001	\$24,899						\$24,899
Manager's Office								
Paperless Document Management	MGR-007	\$20,000						\$20,000
Computer replacement program	MGR-001	\$4,000						\$4,000
Public Works								
Arbor day	BC-008	\$1,600						\$1,600
Replanting Emerald Ash/ Treatment	BC-009	\$50,000		\$25,000				\$25,000
All Shop Tools/Equipment	DPW-024	\$15,000						\$15,000
4x4 pickup plowing	DPW1704	\$34,792	\$34,792					
Bucket Truck	DPW-1608	\$109,126						\$109,126
Tractor JD	DPW-1801	\$49,948						\$49,948
Air compressor	DPW-1802	\$31,461	\$31,461					
Village Identification Signs	BC-1601	\$5,000						\$5,000
Software Upgrades	DPW-048	\$2,000						\$2,000
Total		\$1,045,996	\$651,205	\$25,000	\$0	\$0	\$0	\$369,791
Balance			\$348,795				(\$12,630)	\$2,209

Enterprise 2014

Project Description	Project Number	2014 Total Project Cost	User Fees	Grants & Aids	Retained Earnings	Debt
Sewer Projects						
Inflow/Infiltration Control	SEWER-001	\$200,000	\$200,000			
Sewer Lateral Relay	SEWER-002	\$175,000				\$175,000
Coordinated projects	SEWER-003	\$151,500				\$151,500
Replacement of Sewer Jet/Vac	SEWER-005	\$294,870		\$147,435		\$147,435
Priv. Prop. Lateral Sealing	SEWER-1101	\$99,000		\$99,000		
Small purchases	SEWER-1401	\$2,500			\$2,500	
Sewer Total		\$922,870	\$200,000	\$246,435	\$2,500	\$473,935
StormWater Projects						
Ditch Rehabilitation Program	SW-001	\$190,000	\$190,000			
Coordinated projects	SW-002	\$60,000				\$60,000
Replacement Street Sweeper	SW-036	\$240,000				\$240,000
50th Channel Naturalization	SW-037	\$25,000		\$12,500		\$12,500
Bradley/50th Channel Storm Sewer BMP	SW-1237	\$25,000		\$12,500		\$12,500
Brooklane Basin (Dean Rd to 47th)	SW-1501	\$15,000				\$15,000
Churchill Basin Naturalization (47th to 51st)	SW-1502	\$25,000		\$25,000		
Hydro-mulcher	SW-1601	\$30,000	\$30,000			
StormWater Total		\$610,000	\$220,000	\$50,000	\$0	\$340,000
Water Projects						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
SCADA	WAT-002	\$4,000	\$4,000			
Main Relays	WAT-004	\$320,000				\$320,000
Coordinated projects	WAT-016	\$137,600				\$137,600
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$85,000				\$85,000
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$5,000	\$5,000			
Hydrants, Valve Services	WAT-015	\$27,000				\$27,000
Water Total		\$590,600	\$21,000	\$0	\$0	\$569,600

Enterprise 2015

Project Description	Project Number	2015 Total Project Cost	User Fees	Grants & Aids	Retained Earnings	Debt
Sewer Projects						
Inflow/Infiltration Control	SEWER-001	\$200,000	\$200,000			
Sewer Lateral Relay	SEWER-002	\$125,000				\$125,000
Coordinated projects	SEWER-003	\$122,500				\$122,500
Priv. Prop. Lateral Sealing Generator	SEWER-1101	\$99,000		\$99,000		
Small purchases	SEWER-1501	\$36,326				\$36,326
	SEWER-1401	\$7,500			\$7,500	
Sewer Total		\$590,326	\$200,000	\$99,000	\$7,500	\$283,826
StormWater Projects						
Ditch Rehabilitation Program	SW-001	\$190,000	\$190,000			
Coordinated projects	SW-002	\$49,000				\$49,000
50th Channel Naturalization	SW-037	\$150,000		\$75,000		\$75,000
Bradley Road Median/Roadscape	SW-038	\$600,000		\$298,000		\$302,000
Bradley/50th Channel Storm Sewer BMP	SW-1237	\$200,000		\$100,000		\$100,000
Brooklane Basin (Dean Rd to 47th)	SW-1501	\$90,000		\$45,000		\$45,000
Churchill Basin Naturalization (47th to 51st)	SW-1502	\$225,000		\$112,500		\$112,500
StormWater Total		\$1,504,000	\$190,000	\$630,500	\$0	\$683,500
Water Projects						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
SCADA	WAT-002	\$4,000	\$4,000			
Main Relays	WAT-004	\$275,000				\$275,000
Coordinated projects	WAT-016	\$112,000				\$112,000
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$88,000				\$88,000
Computers	WAT-012	\$2,500	\$2,500			
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$5,000	\$5,000			
Hydrants, Valve Services	WAT-015	\$27,000				\$27,000
Water Total		\$525,500	\$23,500	\$0	\$0	\$502,000

Enterprise 2016

Project Description	Project Number	2016 Total Project Cost	User Fees	Grants & Aids	Retained Earnings	Debt
Sewer Projects						
Inflow/Infiltration Control	SEWER-001	\$200,000	\$200,000			
Sewer Lateral Relay	SEWER-002	\$125,000				\$125,000
Coordinated projects	SEWER-003	\$165,000				\$165,000
Priv. Prop. Lateral Sealing	SEWER-1101	\$99,000		\$99,000		
Sewer Total		\$589,000	\$200,000	\$99,000	\$0	\$290,000
StormWater Projects						
Ditch Rehabilitation Program	SW-001	\$190,000	\$190,000			
Bradley Road Box Culvert	SW-024	\$29,000				\$29,000
Laser Level	SW-1603	\$4,200	\$4,200			
StormWater Total		\$223,200	\$194,200	\$0	\$0	\$29,000
Water Projects						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
SCADA	WAT-002	\$4,000	\$4,000			
Main Relays	WAT-004	\$252,000				\$252,000
Coordinated projects	WAT-016	\$200,000				\$200,000
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$91,000				\$91,000
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$6,000	\$6,000			
Hydrants, Valve Services	WAT-015	\$27,000				\$27,000
Water Total		\$592,000	\$22,000	\$0	\$0	\$570,000

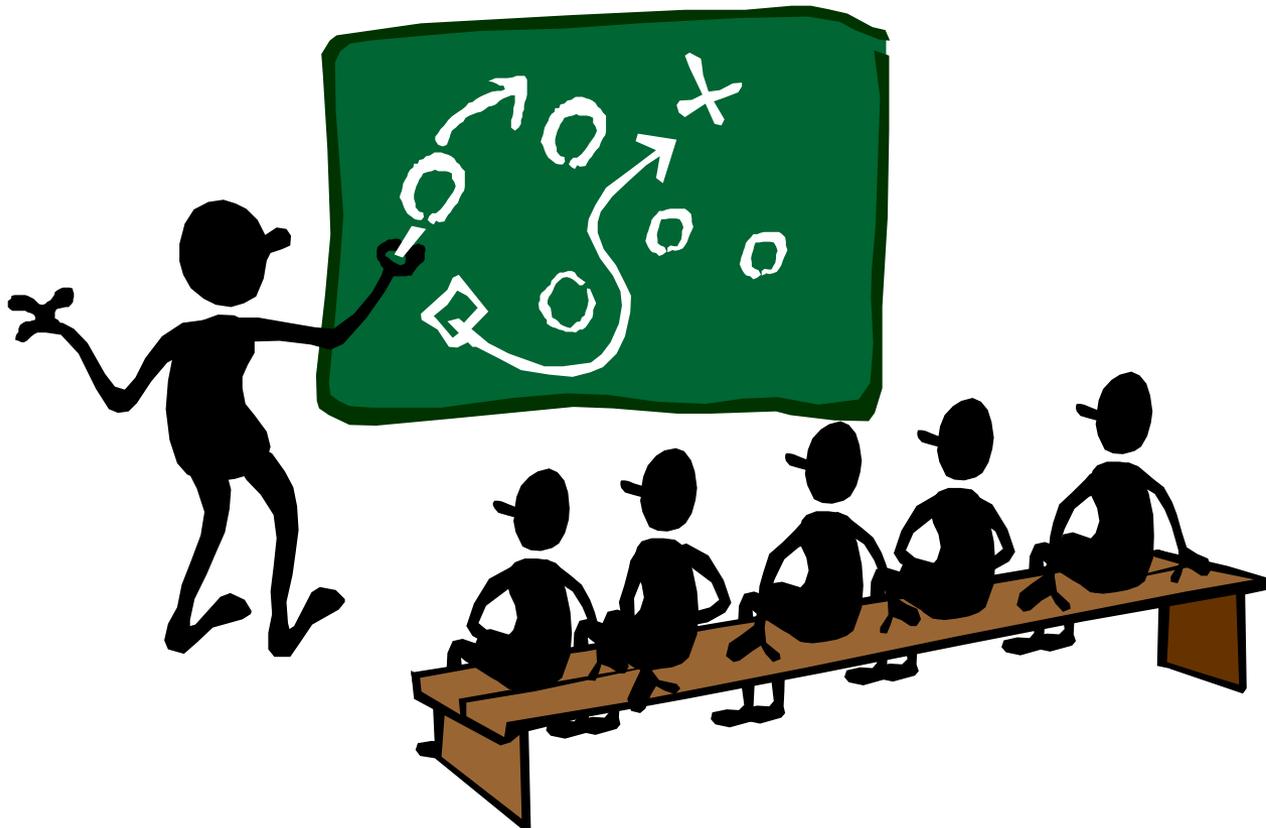
Enterprise 2017

Project Description	Project Number	2017 Total Project Cost	User Fees	Grants & Aids	Retained Earnings	Debt
Sewer Projects						
Inflow/Infiltration Control	SEWER-001	\$200,000	\$200,000			
Sewer Lateral Relay	SEWER-002	\$125,000				\$125,000
Priv. Prop. Lateral Sealing	SEWER-1101	\$99,000		\$99,000		
Sewer Total		\$424,000	\$200,000	\$99,000	\$0	\$125,000
StormWater Projects						
Ditch Rehabilitation Program	SW-001	\$200,000	\$200,000			
Bradley Road Box Culvert	SW-024	\$300,000		\$180,000		\$120,000
StormWater Total		\$500,000	\$200,000	\$180,000	\$0	\$120,000
Water Projects						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
SCADA	WAT-002	\$4,000	\$4,000			
Main Relays	WAT-004	\$210,000				\$210,000
Coordinated projects	WAT-016	\$210,000				\$210,000
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$94,000				\$94,000
Computers	WAT-012	\$2,500	\$2,500			
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$6,000	\$6,000			
Hydrants, Valve Services	WAT-015	\$27,000				\$27,000
Water Total		\$565,500	\$24,500	\$0	\$0	\$541,000

Enterprise 2018

Project Description	Project Number	2018 Total Project Cost	User Fees	Grants & Aids	Retained Earnings	Debt
Sewer Projects						
Inflow/Infiltration Control	SEWER-001	\$200,000	\$200,000			
Sewer Lateral Relay	SEWER-002	\$130,000				\$130,000
Coordinated Projects	SEWER-003	\$175,000				\$175,000
Priv. Prop. Lateral Sealing	SEWER-1101	\$99,000		\$99,000		
Sewer Total		\$604,000	\$200,000	\$99,000	\$0	\$305,000
StormWater Projects						
Ditch Rehabilitation Program	SW-001	\$200,000	\$200,000			
Coordinated projects	SW-002	\$70,400				\$70,400
Topsoil Screener	SW-1602	\$80,000	\$80,000			
StormWater Total		\$350,400	\$280,000	\$0	\$0	\$70,400
Water Projects						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
Main Relays	WAT-004	\$250,000				\$250,000
Coordinated projects	WAT-016	\$160,000				\$160,000
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$97,000				\$97,000
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$6,000	\$6,000			
Hydrants, Valve Services	WAT-015	\$27,000				\$27,000
Water Total		\$552,000	\$18,000	\$0	\$0	\$534,000

Strategic Planning & Goal Setting - 2014





CAN YOU FIND AT LEAST 15 SERVICES THAT CITIES AND TOWNS PROVIDE?

Traditional Approach to Budgeting

- The current year's budget becomes the basis for next year's spending plan.
- Majority of attention focuses on how to modify this year's spending plan based on revenues anticipated in the next year.
- This is called incremental budgeting



Incremental budgeting Works If:

- You have stable revenue growth.
- However, the incremental approach to budgeting is not up to the financial challenges of today.
- Flat or declining revenue



Why Does the Cost Keep Going Up?

- **Inflation** – materials, equipment, and services
- **Benefits** – health, pension, and insurance
- **Wages** – keeping competitive
- **Service Demands** – citizens ask for more
- **Unfunded Mandates** – federal or state
- WHAT DO WE DO?



NEW WAY PRIORITY BASED BUDGETING

- No **Silver** Bullet



- Thomas Edison once said the following
- “None of my inventions came by accident. I see a worthwhile need to be met and I make trial after trial until it comes. **What it boils down to is one per cent inspiration and ninety-nine per cent perspiration.**”

Priority Based Budgeting

- This is both a philosophy of how to budget scarce resources and a structured step-by-step process.



Priority Based Budgeting Philosophy

- The philosophy of priority based budgeting is that resources should be allocated according to how effectively a program or service achieves the goals and objectives of the community.

Priority Based Budgeting Philosophy

- The Board will identify its most important strategic priorities, and then, rank programs or services to how well they align with priorities.
- The Board then allocates funding in accordance with the ranking.

Step-by-Step Process

- 1. Identify Available Resources**
- 2. Identify your priorities**
3. Define your priority results more precisely
4. Prepare decision units for evaluation
5. Score decision units against priority results
6. Compare scores between offers and programs
7. Allocate resources
8. Create accountability for results

Step 1 – Available Resources

- A subtle shift from identifying the amount of revenue “needed” to amount of revenue “available”.
- An integral part of the Priority Based Budgeting philosophy is to spend within your means.

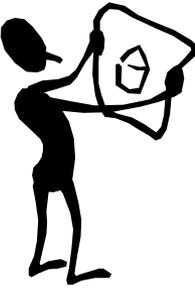
Step 2 – Identify Priorities

- These priorities are similar to a well-designed mission statement in that they capture the fundamental purposes for which the organization exists.
- They should be broad enough to have staying power from year to year.

Identifying Community Priorities

- Comprehensive Plan 2030
- Trustee questions and answers

Comprehensive Plan 2030



- The Village of Brown Deer began its comprehensive planning process in February 2008 and completed it in November 2009.
- This process took 22 months for Village officials, staff, residents, businesspeople, and other stakeholders to produce.
- The result is a document that is approximately 200 pages of information.

Summary of Comprehensive Plan 2030

- **What are the top priorities for the community?**
- Safe streets and neighborhoods
- Well maintained properties
- Village identity
- Development and redevelopment
- Transportation – walking and biking paths
- Community activities





Trustees Top Priorities

- Village identity
- Community involvement in projects, activities, politics, and committees
- Provide services in economical and efficient manner
- Departmental organization and makeup
- Property clean-up and maintenance
- Development and redevelopment

Village of Brown Deer Priorities

- **Community & Neighborhood Livability**
 - Village of Brown Deer provides a high quality built environment and supports quality, diverse neighborhoods.
- **Culture and Recreation**
 - Village of Brown Deer provides diverse cultural and recreational amenities.
- **Economic Health**
 - Village of Brown Deer promotes a healthy, sustainable economy reflecting community values.

Village of Brown Deer Priorities

- **High Performing Government**
 - Village of Brown Deer exemplifies efficient, innovative, transparent, effective, and collaborative Village government.
- **Safe Community**
 - Village of Brown Deer provides a safe place to live, work, learn, and play
- **Transportation**
 - Village of Brown Deer provides for safe and reliable multi-modal travel to, from, and throughout the Village.

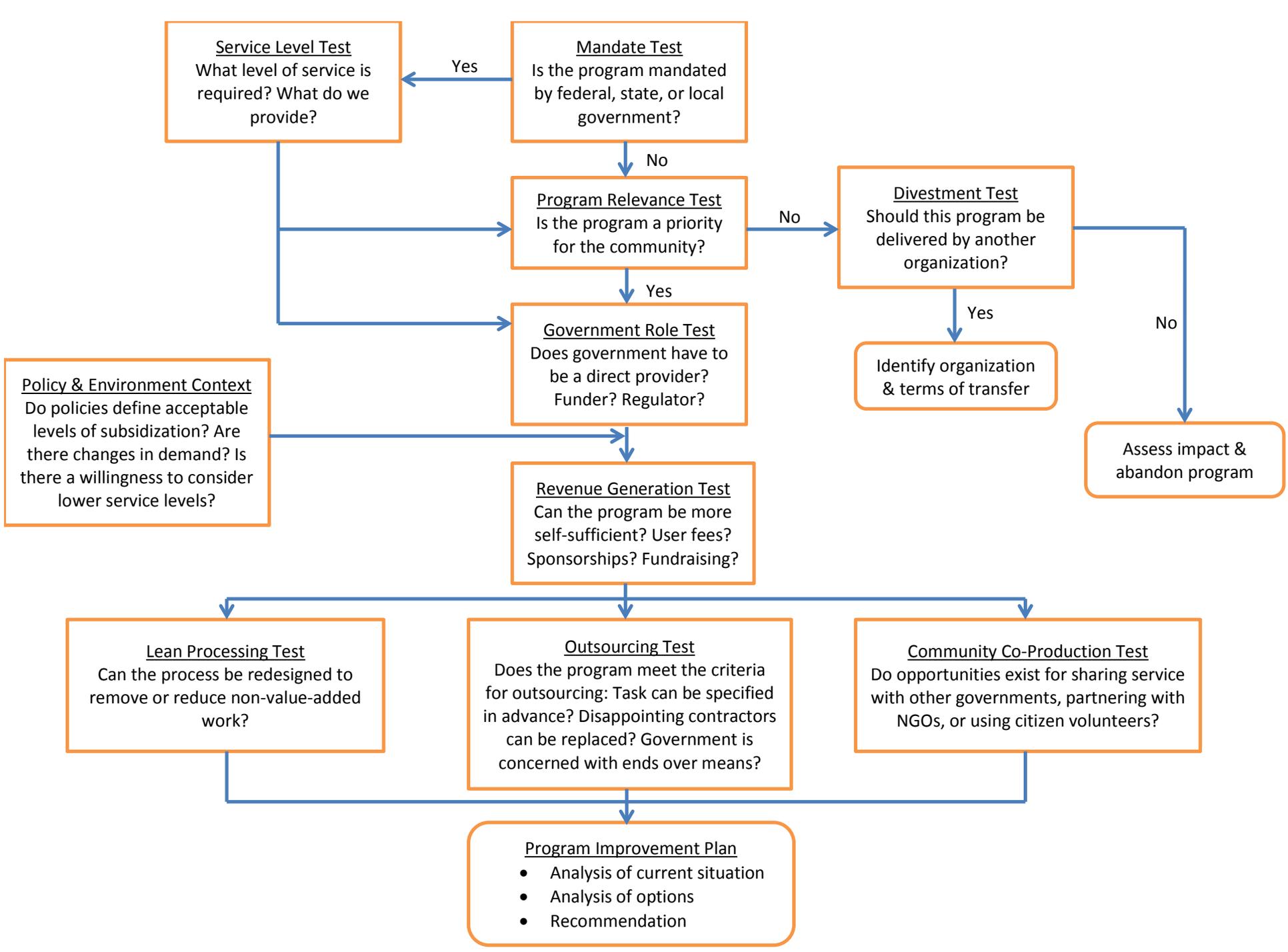
Board Goals for 2014

- What goals do you have for 2014
- What programs or services would you like to enhance, maintain, or reduce?



Village Manager Goals 2014

- **Be more transparent, efficient, and creative.**
- **More education to Board and Public on what we do.**
 - I Would like each department to perform a (SWOT) analysis and do a presentation to the Board.
 - Citizen Academy, broadcasting Board meetings, youth participation
- **Identify ways to become LEAN.**
 - Departments will use a “Program Decision Tree” when putting the budget together.
- **Employee, Department, and Village wide goals**
 - New performance evaluations - *Personnel Committee*.
- **Grant writing**
 - More project based grant writing.
- **Incentivize employee participation.**
 - IDEA award - (Individuals Dedicated to Excellence and Achievement)



Service Level Test
What level of service is required? What do we provide?

Mandate Test
Is the program mandated by federal, state, or local government?

Program Relevance Test
Is the program a priority for the community?

Government Role Test
Does government have to be a direct provider?
Funder? Regulator?

Revenue Generation Test
Can the program be more self-sufficient? User fees?
Sponsorships? Fundraising?

Divestment Test
Should this program be delivered by another organization?

Identify organization & terms of transfer

Assess impact & abandon program

Policy & Environment Context
Do policies define acceptable levels of subsidization? Are there changes in demand? Is there a willingness to consider lower service levels?

Lean Processing Test
Can the process be redesigned to remove or reduce non-value-added work?

Outsourcing Test
Does the program meet the criteria for outsourcing: Task can be specified in advance? Disappointing contractors can be replaced? Government is concerned with ends over means?

Community Co-Production Test
Do opportunities exist for sharing service with other governments, partnering with NGOs, or using citizen volunteers?

Program Improvement Plan

- Analysis of current situation
- Analysis of options
- Recommendation

IDEA award



Individuals Dedicated to Excellence and Achievement

A Village wide goal for the remaining of the year is to help build a new foundation for the Village of Brown Deer and in doing so, reform our government so that it is more transparent, more efficient, and more creative in providing solutions to today's challenges.

In order to achieve this goal I need everyone's help. That is why I have created the IDEA award to produce ideas that will yield savings while also improving the way government operates.

The IDEA award (**I**ndividuals **D**edicated to **E**xcellence and **A**chievement) fulfills this goal by enabling Brown Deer employees from all departments to submit their ideas for efficiencies and savings.

To draw on those who know government best to improve how government works, we ask all employees to submit reform proposals based on their knowledge and experiences.

Ideas submitted will be reviewed and graded by an IDEA Committee.

A winner will be determined based on the following criteria:

- Does the idea reduce costs in a way that is concrete and quantifiable?
- Does the idea improve the way the Village of Brown Deer operates by improving the speed of governmental operation?
- Does the idea have a noticeable impact on the residents' lives or environment?

Each IDEA must have a clear and practical plan for implementing the idea?

Winners will receive the following:

- A presentation of their IDEA award at the Village Board meeting.
- \$250 dollars

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

MEMORANDUM

TO: Trustee Terry Boschert
CC: Michael Hall, Nate Piotrowski
FROM: John F. Fuchs, Village Attorney
RE: Rummage/Yard Sales Ordinance
DATE: August 13, 2013

Trustee Boschert has inquired as to our regulation of yard and rummage sales. Interestingly enough, our relatively new code does not say much. We do regulate real estate signs, but that is in the broad sense of sale and rental of real estate, and is not tailored just to rummage sales or flea markets. By its terms however, the sign regulation does apply.

In terms of our farmers market regulations, we exclude the sale of rummage articles. Again, that is not particularly specific.

Finally, while we have secondhand dealer regulations, we have an exception to those regulations for occasional garage or yard sales. So that ordinance does not apply to this issue.

I enclose, for informational purposes, the ordinance I drafted for the City of Glendale. You may find it helpful, and certainly things can be tailored more specifically for Brown Deer.

7.19 RUMMAGE SALES

7.19.1 RUMMAGE SALES

- (a) **Definitions.** As used in this section, the following terms shall have the meanings indicated:
- (1) **Personal Property** — Property which is owned, utilized and maintained and acquired in the normal course of living in or maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.
 - (2) **Rummage Sale** — Includes all general sales, open to the public, conducted from or on a residential premises, including but not limited to all sales titled "rummage," "lawn," "yard," "estate," "porch," "room," "backyard," "patio" or "garage" sale.
- (b) **Property Permitted to be Sold.** It shall be unlawful for any person to sell or offer for sale at a rummage sale property other than personal property. This provision shall not apply to institutional entities such as churches, synagogues, and educational institutions.
- (c) **Permit.** A person offering property for sale at a rummage sale, and conducting such sale at or upon a residential property, shall first procure a permit from the City of Glendale, and shall conduct such sale subject to subsections (d), (e), (f), and (g) as hereinafter set forth.
- (d) **Hours and Place of Operation.** Rummage sales shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m. No more than three rummage sales in one calendar year may be conducted from any premises. Each sale may last no longer than three consecutive days and must be conducted on the seller's property.
- (e) **Signs.** Signs for "Rummage Sale," "Garage Sale" or similar signs shall comply with 15.6.9(a) of the Glendale Code of Ordinances pertaining to signs. There shall not be more than one such sign per lot, except that on a corner lot two signs are allowed, one facing each street. A sign shall not exceed 12 square feet in area and shall be located not less than eight feet from the nearest lot line. Said signs may be placed only upon the property of the residence where the sale is being held or upon other residential property with permission of the owner or other person in charge of such, at the time of sale. No signs shall be placed within the area of any public lands or right-of-way. Any sign must contain the following information:
- (1) The name and address of the person holding the rummage sale.
 - (2) The dates of the sale.
 - (3) The location of the sale.
- (f) **Removal of Signs.** All signs, no matter where placed, must be removed within 24 hours of the close of the rummage sale.
- (g) **Penalty.** Any person who violates or fails to comply with any provision of this section shall be subject to the provisions of Section 1.1.7 of the Glendale Code.



Committee/Board/Commission Questionnaire

Thank you for your interest in becoming involved with a Village of Brown Deer Committee, Board, or Commission. As you may already know, the Village President recommends all citizen appointments to the Village Board for approval. Please provide them with some information to use when considering your appointment by completing the questions below. Also, you are welcome to attach additional information which may further support your appointment.

Name: (as you like to be addressed) Betty Bennett

Address: 6209 W. Plaza Circle Phone #: 414-354-0628

E-Mail: lizardb48@yahoo.com Years as Brown Deer Resident: 29

What Village committee(s) are you currently serving on, if any? Library Board

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

Committee/Board/Commission you are interested in: Building Board

Why are you interested in serving on this particular group: I am interested in

the development of the Village and the plans and architecture of new and remodeled buildings

Qualifications for serving on this group: I served as Admin. Ass't. for

the Building Board for 23 years. Receiving and reviewing the plan submittals and attending the meetings

Other Community Involvement: Volunteered for 4th of July in the

past. Attend Village Board meetings sometimes.

Occupation / Employer: Retired

Family Details: (optional) _____

Leisure Activities / Hobbies: (optional) _____

Signature: Elizabeth J. Bennett Date: 8-12-13