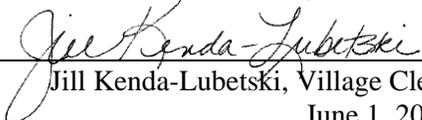


VILLAGE BOARD MEETING
Monday, June 5, 2017
Earl McGovern Board Room, 6:30 P.M.



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. Consent Agenda**
 - A) Consideration of Minutes: May 15, 2017 – Regular Meeting
 - B) Committee Appointments
 - C) Release of Interest – Conditional Use Permit Bradley Road Inn, 4740 W. Bradley Road
 - D) Rescission of Development Agreement AJ Wisconsin, LLC, 4740 W. Bradley Road
 - E) Release of Covenants, Conditions and Restrictions, 4740 W. Bradley Road
 - F) Release of Easements between 4740 W. Bradley Road and 4900 W. Bradley Road
 - G) Release of Easements between 4740 W. Bradley Road and 4730 W. Bradley Road
 - H) Adoption of Driveway Easement, 4740 W. Bradley Road
- V. New Business**
 - A) Approve New Village Phone System with Converged Technology Professionals Inc.
 - B) Liquor License Applications for 2017-2018
 - C) Department Presentation – (Department of Public Works)
- VI. Village President’s Report
- VII. Village Manager’s Report
- VIII. Recess into Closed Session pursuant to §19.85(1) (e) (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.
 - A) Rite-Hite
 - B) Claim for Damages from Braedon Fus
 - (e) Deliberating or negotiating the purchasing or public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - A) Faith Communities LLC
 - B) Original Village – TID #4
 - C) Real Estate negotiation in TID #2
- IX. Reconvene into Open Session for Possible Action on Closed Session Deliberations
 - A) Approval an Offer to Purchase Three residential lots in the 4800 block of W. Goodrich Lane
- X. Adjournment



Jill Kenda-Lubetski, Village Clerk
June 1, 2017

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
MAY 15, 2017 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 Krueger; Trustees: Baker, Quirk, Springman, Schilz, Wedward

Also Present: Michael Hall, Village Manager; Erin Hirn, Assistant Village Manager/Deputy Clerk; John Fuchs, Village Attorney; Michael Kass, Chief of Police; Matthew Maederer, Director of Department of Public Works; Susan Hudson, Comptroller; Colleen Banach, Engineering Technician; Nate Piotrowski, Community Development Director; Brian Williams-Van Klooster, Library Director

Absent: Trustee: Oates

II. Pledge of Allegiance

III. Persons Desiring to be Heard

A) Brown Deer Junior Woman's Club

Meg Lillie (5701 W. Green Brook Drive), President of the Brown Deer Junior Woman's Club, and Dorothy Protz (5690 W. Glenbrook Road), Treasurer of the Brown Deer Junior Woman's Club presented the Brown Deer Library with a check of \$1,000, the North Shore Fire Department a check of \$450, and the 4th of July with a check of \$1,800.

Karen Gosse, 6559 W. Pierner Place, spoke against building more apartment in Brown Deer because of the school being at capacity and stretched thin with resources.

Joe Gosse, 6559 W. Pierner Place, inquired on who was taking care of code enforcement because of a situation near his house. President Krueger stated that the police department will be taking care of any issue that violates village ordinance.

Margaret Jaberg, 8075 N. 38th Street, wanted to share that she's been hearing about a large amount of spending through the village and disagrees with the need for the increased spending.

IV. Consent Agenda

- A) Consideration of Minutes: May 1, 2017 – Regular Meeting
- B) March 2017 Financial Report
- C) April 2017 Vouchers
- D) Committee Appointments
- E) Approval of the Contract Award for the 2017 Water Main Relay Project to MJ Constructions Inc.
- F) Approval of the Contract Award for the 2017 Sanitary Sewer CIPP Lining Project to Michels Corp.
- G) Approval of the Contract Award for the 2017 Roadway Re-Paving Program to Stark Pavement Corp.
- H) Resolution No. 17-, Declaring May 21st through May 27th as National Public Works Week
- I) Resolution No. 17-, Declaring May 15th through May 19th as National Police Week

It was moved by President Krueger and seconded by Trustee Springman to approve the consent agenda A through I. The motion carried 6-0.

V. New Business

A. Resolution No. 17-, "Resolution of Appreciation for Police Officer Mark Sterle"

President Krueger read the resolution appreciating Officer Mark Sterle.

It was moved by President Krueger and seconded by Trustee Quirk to approve a Resolution No. 17-, "Resolution of Appreciation for Police Officer Mark Sterle". The motion carried 6-0.

B. Approve the Reconstruction Project of the Front Counter in Village Hall

Mr. Hall went over the CIP project including spending \$10,000 less than anticipated.

It was moved by Trustee Springman and seconded by Trustee Baker to approve the reconstruction project of the front counter in village hall. The motion carried 6-0.

C. Department Presentation (Brown Deer Library)

Mr. Williams-Van Klooster gave a presentation on the progress and programs of the library.

Trustee Springman asked about the updates needed currently at the library. Mr. Williams-Van Klooster said that the roof needs to be replaced along with windows, electricity, data, and major interior work creating more flex space. Trustee Springman inquired how the new Milwaukee library will affect our library. Mr. Williams-Van Klooster stated about 75% of the libraries computer users are Milwaukee residents, the reciprocal borrowing has been declining for the past few years and will continue, as well as 1/3 of the time spent helping individuals in the library is spent on technology instructions which would decrease if individuals from Milwaukee stopped attending the Brown Deer Library.

VI. Village President's Report

- Attended the Citizen of the Year celebration for Rosalyn Hamrick
- ICC Meeting

VII. Village Committee Report

- Trustee Quirk reminded the board that the Garden Tour is on July 15th from 10-4 with a stop to the Lynden Sculpture Gardens
- Trustee Springman reminded the board that Mark Thompson's last day is Wednesday and he will be missed
- Trustee Schilz attended Defining our Destiny 2.0 where about 80 people attended and it was a good listening session

VIII. Village Manager's Report

- Reminder that Sunday at 5:00 is the Police awards banquet

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

- (e) Deliberating or negotiating the purchasing or public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - A) Original Village – TID #4

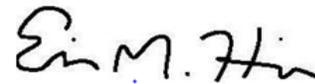
It was moved by Trustee Springman and seconded by Trustee Wedward to recess into closed session at 7:26 p.m. The motion carried 6-0.

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

It was moved by Trustee Springman and seconded by Trustee Schilz to reconvene into open session at 8:32 with no action on closed session deliberations. The motion carried 6-0.

XI. Adjournment

It was moved by Trustee Springman and seconded by Trustee Wedward to adjourn at 8:34 p.m. The motion carried unanimously.



Erin M. Him, Assistant Manager/Deputy Clerk



Committee/Board/Commission Reappointment Form

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

Name: (as you like to be addressed) Alicia Lemke

Address: 8145 N 50th St Phone No.: 262-227-7951

E-Mail: alicia@complexsafetyconcepts.com Years as Brown Deer Resident: 12

What Village committee(s) are you currently serving on? Traffic's Public Safety

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

Signature: Alicia Lemke Date: 4/14/17

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: _____

Qualifications for serving on this group: _____

Other Community Involvement: _____

Occupation / Employer: _____

Family Details: _____

Leisure Activities / Hobbies: _____



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 of Trustees 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) Jeff Jaroczynski

Address: 5686 W. Range Ave Phone No.: 414 630-7533

E-Mail: jaroczynski@aol.com Years as Brown Deer Resident: 35

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

What Committee/Board/Commission are you interested in? Appeals, Review, and Finance

Signature: Jeff Jaroczynski Date: 5/23/17

Applicant information is subject to public release under state law.

Additional Information:

Why are you interested in serving with this particular group? Business Degree many years ago. Worked in Banking my whole career

Qualifications for serving on this group: Chairperson of Finance Council at church. Served on village finance committee years ago

Other Community Involvement: _____

Occupation / Employer: Securant Bank

Family Details: 3 Daughters, 1 grandson

Leisure Activities / Hobbies: Golf, Soccer Referee, Reading



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) Mike Grafwallner

Address: 8563 N. 62nd Street, Brown Deer, WI Phone #: 414-839-2950

E-Mail: mgrafwallner@badgermeter.com Years as Brown Deer Resident: 33

What Village committee(s) are you currently serving on, if any? None

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

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

Why are you interested in serving on this particular group: I have been approached due to my background in the water industry to serve on the Village of Brown Deer Water Commission.

I feel that this would allow me the opportunity to help serve the community.

Qualifications for serving on this group: I believe that my 22 years in the water industry can help serve the Village of Brown Deer Water Commission and its ability for serve the citizens of Brown Deer.

Other Community Involvement: Former firefighter/EMT for the Village of Brown Deer/North Shore fire departments '90 - 97. Former Brown Deer Youth Football Coach, Former Brown Deer H.S. Booster Club Officer, Brown Deer H.S. football field designer/painter, 4th of July volunteer

Occupation / Employer: Subcontractor Manager/Badger Meter

Family Details: (optional) _____

Leisure Activities / Hobbies: (optional) Softball, Coaching Special Olympic Athletes

Signature:  Date: 5/23/17

Applicant information is subject to public release under state law.



REQUEST FOR CONSIDERATION

| |
|--|
| COMMITTEE CONSIDERATION: Village Board |
| ITEM DESCRIPTION: Release various Easements, Agreements, Covenants and Restrictions at 4740 W. Bradley Road |
| PREPARED BY: Nathaniel Piotrowski, Planning and Zoning Specialist |
| REPORT DATE: May 31, 2017 |
| VILLAGE MANAGER'S REVIEW/COMMENTS: <input checked="" type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached. |
| VILLAGE ATTORNEY REVIEW: <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input type="checkbox"/> Documents provided to Village attorney. |

BACKGROUND:

Title search and survey work on the former Celebrations property revealed that there is a myriad of encumbrances on the property that need to be cleared up prior to any sale and redevelopment. The first two encumbrances are obsolete because of the building demolition. They were discovered in the title search and are attached in the packet. They require the Village, as the granting agency to rescind.

- C) Release of Interest – Conditional Use Permit Bradley Road Inn, 4740 W. Bradley Road
- D) Rescission of Development Agreement AJ Wisconsin, LLC, 4740 W. Bradley Road

The next three items are various easements, restrictions and covenants that were placed on the property throughout the years.

- E) Release of Covenants, Conditions and Restrictions, 4740 W. Bradley Road
- F) Release of Easements between 4740 W. Bradley Road and 4900 W. Bradley Road
- G) Release of Easements between 4740 W. Bradley Road and 4730 W. Bradley Road

These items are shown on the attached certified survey map. The easements are generally for parking and cross access between either Zwaska Funeral Home and or Badger Auto. The adjoining property owners have agreed to the release as they are no longer necessary. The various covenants and restrictions are landscape or setback requirements related to the development of the 4740 property. All three require the Village, as owner, to rescind.

Finally, a new driveway easement is necessary for Badger Auto. Attached is a new easement document and drawing that would allow access through a shared driveway on the east side of the Celebrations lot/west side of Badger Auto.

- H) Adoption of Driveway Easement, 4740 W. Bradley Road

Please feel free to contact Nate Piotrowski at 371-3061 with any questions.

RELEASE OF INTEREST - CONDITIONAL USE
PERMIT
Title of Document

Document Number

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
13500 Watertown Plank Rd,
Suite 100
Elm Grove, WI 53122

066-9973-009 & 066-9973-010
(Parcel Identification Number)

RELEASE OF INTEREST – CONDITIONAL USE PERMIT

WHEREAS, the Village of Brown Deer, (hereinafter Village) issued a conditional use permit for an auction gallery at the premises under date of January 4, 1999, and

WHEREAS, the property has been sold, and resold, and the permit is obsolete, and there is no auction gallery present upon the premises.

NOW THEREFORE, BE IT RESOLVED that the Village of Brown Deer releases the former owners, Kathleen White, and the Bradley Road Inn, their successors in interest and any other party from any and all obligation under the foregoing Conditional Use Permit recorded in the Register of Deeds Office as document number 8039711 on Mary 22, 2001, and such Conditional Use Permit is hereby rescinded.

Dated this ____ day of _____, 2016.

Carl Krueger, Village President

Dated this ____ day of _____, 2016.

Countersigned: Jill Kenda-Lubetski
Village Clerk

Subscribed and Sworn to Before Me
this ____ day of _____, 20____.

Notary Public - State of Wisconsin
My commission: _____

Parcel 1 of Certified Survey Map No. 334 and Parcel 2 of Certified Survey Map No. 334, except for the West 90 feet thereof, in the Southeast $\frac{1}{4}$ of Section 11, Town 8 North, Range 21 East, Village of Brown Deer, Milwaukee County, Wisconsin. Tax Key Nos. 066-9973-009 and 066-9973-010; and

Agreement
Bradley Road Inn Conditional Use - Gallery

Document Number

Document Title

8039711

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 11:01 AM

03-22-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 18.00

FILED 5035

Recording Area

Name and Return Address

Village Clerk
Village of Brown Deer
4800 W. Green Brook Drive
Brown Deer, WI 53223

IMAGE 1113

066-9973-009, 066-9973-010

Parcel Identification Number (PIN)

5

AGREEMENT
BRADLEY ROAD INN
CONDITIONAL USE PERMIT FOR AUCTION GALLERY

THIS AGREEMENT entered into this ~~4th~~ day of January, 1999, by and between Kathleen White, co-owner of the Bradley Road Inn, hereinafter called "Owner" and the Village of Brown Deer, a Municipal Corporation, Milwaukee County, Wisconsin, hereinafter called "Village".

WITNESSETH:

WHEREAS, application has been made to the Village Board of the Village of Brown Deer, Milwaukee County, Wisconsin, by Owner for a conditional use permit for "Auction Gallery" at the Bradley Road Inn, 4740 West Bradley Road, said property further described as follows:

Parcel 1 of Certified Survey Map No. 334 and Parcel 2 of Certified Survey Map No. 334, except for the West 90 feet thereof, in the Southeast ¼ of Section 11, Town 8 North, Range 21 East, Village of Brown Deer, Milwaukee County, Wisconsin. Tax Key Nos. 066-9973-009 and 066-9973-010; and

WHEREAS, said property at 4740 West Bradley Road is located in the B-3 Commercial Zoning District and "Auction Gallery" is a conditional permitted use in this District; and

WHEREAS, said application was recommended for public hearing by the Planning Commission on November 9, 1998, approved by the Village Board on November 16, 1998, and the public hearing was duly held on December 14, 1998; and

WHEREAS, said application for a conditional use permit for "Auction Gallery" was recommended for approval by the Planning Commission on December 14, 1999, and approved by the Village Board on December 21, 1998, and

WHEREAS, this Agreement sets forth the conditions of approval; and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is hereby covenanted and agreed as follows:

1. The conditional use permit for "Auction Gallery" at the Bradley Road Inn, 4740 West Bradley Road is granted exclusively to Kathleen White. It is not transferable to any other person, firm or corporation.

2. All auctions are to be conducted by an auctioneer holding a current, valid Auctioneer's License issued by the State of Wisconsin and who is registered as an auctioneer under Chapter 480, Wisconsin State Statutes.

REEL 5035
IMAGE 1114

3. The conduct of all auctions and auction related activities shall comply in all respect with the terms of this agreement and the requirements for auctions as contained in Chapter 480, Wisconsin State Statutes.

4. Owner is hereby authorized to hold no more than two (2) auctions per calendar month on the subject premises.

5. The auction of all merchandise, goods and products must be concluded no later than 11:00 p.m. on the day of the event.

6. The auction of firearms of any type is strictly prohibited.

7. No auctioneer shall present for auction any goods, articles or things of value without first securing adequate identification from the seller. The auctioneer shall require the seller to present to the auctioneer one of the following items of identification:

- a. A valid Wisconsin motor vehicle operator's license.
- b. A state identification card with photograph.
- c. A valid motor vehicle operator's license, containing a photograph, issued by another state.
- d. A military identification card.
- e. A valid passport.
- f. A senior citizen's identification card with photograph.

8. No auctioneer shall have any business dealings as an auctioneer with any person less than 18 years of age, unless that person is with a parent or guardian or the parent or guardian appears with that person and files a signed consent form indicating permission for that person to transact business with the auctioneer. Such written consent may be retained by the auctioneer and used for subsequent transactions with the minor without the presence of the parent or guardian.

9. Every auctioneer shall keep a record of each and every item sold at auction, clearly and legibly written in ink, which shall include an accurate and true description of the item, the amount of money paid for the item and the name of the purchaser. The description of the item shall include, but not be limited to, any trademark, identification number, serial number, model number, brand name, description by weight and design of such item and/or other identification marks and inscriptions.

Such records shall be open to the inspection of the Brown Deer Police Department for a period of not less than two years from the date of the auction to which the records pertain, as required by Sections 480.18(1) and (2), Wisconsin State Statutes..

10. All auctions and auction related activities shall be conducted in the banquet hall of the Bradley Road Inn. There shall be no exterior display or storage of merchandise, goods and products to be sold at auction either before, during or after the event.

Document Number

RESCISSION OF DEVELOPMENT AGREEMENT
Title of Document

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
13500 Watertown Plank Rd,
Suite 100
Elm Grove, WI 53122

066-9973-009 & 066-9973-010
(Parcel Identification Number)

RESCISSION OF DEVELOPMENT AGREEMENT

WHEREAS, the Village of Brown Deer, (hereinafter Village) and the Village of Brown Deer Community Development Authority, (hereinafter CDA) entered into a redevelopment agreement with AJ Wisconsin, LLC, (hereinafter Developer), and

WHEREAS, that Development Agreement governed the property at such time as owned by Developer, and

WHEREAS, the property has been sold to the Village of Brown Deer, and

WHEREAS, the parties are in accord that the Development Agreement shall no longer govern the property, and that the property has been sold, and will be re-sold for redevelopment for new purposes and to new parties,

NOW THEREFORE AND IN CONSIDERATION of the mutual release of the obligations as between the parties it is hereby agreed that the TID Redevelopment Agreement recorded in the Milwaukee County Register of Deeds as document number 09381262 on February 6, 2007, be, and hereby is rescinded and all parties are released from any further obligation thereunder, and the parties further release their heirs, executors, assigns and successors in interest.

Dated this ___ day of _____, 2016.

Dated this ___ day of _____, 2016.

Developer by:
Title:

Carl Krueger
Title: Chair, Community Dev. Authority

Dated this ___ day of _____, 2016.

Dated this ___ day of _____, 2016.

Subscribed and Sworn to Before Me
this ___ day of _____, 20__.

Carl Krueger
Title: Village President

Dated this ___ day of _____, 2016.

Notary Public – State of Wisconsin
My Commission: _____

Countersigned: Jill Kenda-Lubetski
Title: Village Clerk

EXHIBIT A
Legal Description

Parcel 1 and the East 210.54 feet of Parcel 2 of Certified Survey Map No. 334 of part of the South East $\frac{1}{4}$ of Section 11 in Township 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee and State of Wisconsin, recorded Reel 223, Image 412 as Document No. 4146368

14

**TID Redevelopment
Agreement**

Document Number

Document Title



* 0 9 3 8 1 2 6 2 *

DOC.# 09381262

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 02/06/2007 04:16PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 37.00

Recording Area

Name and Return Address

**Planning and Zoning Specialist
Village of Brown Deer
4800 West Green Brook Drive
Brown Deer, WI 53223**

066-9973-009 and 066-9973-010
Parcel Identification Number (PIN)

**TID REDEVELOPMENT AGREEMENT
Village of Brown Deer/AJK Wisconsin, LLC**

THIS TID REDEVELOPMENT AGREEMENT ("Agreement"), made as of the 20th day of November, 2006, 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 AJK Wisconsin, LLC ("Developer").

RECITALS

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

WHEREAS, for these purposes, Village has created a Tax Incremental District which includes the Property (as defined herein); and

WHEREAS, Developer is the Developer of the property at 4740 West Bradley Road, (the "Developer Property"), being more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer intends to redevelop the Property as a food service and musical entertainment venue, more specifically a jazz club; and

WHEREAS, Brown Deer has determined that redevelopment 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

WHEREAS, Developer has filed or will file with Brown Deer plans, specifications, documents and exhibits ("Plans and Specifications") for the development of the Property, it being acknowledged same will be submitted for approval after execution of this Agreement and attached at the time of their approval; and

WHEREAS, Developer has filed with Brown Deer an application for use and zoning approvals of the Property, as necessary to accommodate the redevelopment, and Brown Deer has given favorable approval of the proposed development;

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

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 Redevelopment Agreement, as the same may hereafter be from time to time modified, amended or supplemented;

“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;

“CDA Payment(s)” means the CDA’s financial support for the Project to be paid to Developer;

“Developer” means AJK Wisconsin, LLC and its successors and assigns;

“Developer Property” or “Property” means the property more particularly described on Exhibit A;

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by Brown Deer;

“Special Assessment” means the special assessment or special charge, as the case may be, levied by the CDA, or the Village on behalf of the CDA, under Section 66.0701-0733 and Section 74.01-74.79, Wis. Stats ;

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) 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.

(3) Brown Deer makes no representation or warranty, either express or implied, as to the Property, or its condition, or that the Property shall be suitable for Developer's purposes or needs.

(4) 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, conflicts with, or results in the breach of the terms, conditions or provisions of any ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Brown Deer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(1) Developer 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) Developer will 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 Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer provided for in this Agreement.

(4) Developer 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 Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

**ARTICLE III
UNDERTAKINGS BY DEVELOPER, AND VILLAGE**

Section 3.1 Developer Obligations. Developer undertakes the following obligations:

- (1) Developer will commence construction activity forthwith.
- (2) Developer shall complete the Project on or before February 28, 2007.

(3) Developer agrees to redevelop the Property in accordance with the Plans and Specifications, as filed and approved, as a food service and music entertainment venue consistent with the requisite use permits for the Village of Brown Deer, and consistent with its representations in Section 2.2 of this Agreement.

Section 3.2 Brown Deer Obligations. Brown Deer undertakes the following obligations:

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

(2) The CDA shall provide financial support for Project Costs, as allowed under and pursuant to sec 66.1105, Stats., in a total amount of Eighty-TwoThousand Five Hundred and Fifty Two Dollars (\$82,552.00) (the "CDA Payments") not more than thirty (30) days after issuance of an occupancy permit, the payments being conditioned upon Developer's compliance with Section 3.1 herein. Developer may direct that the CDA Payments be made to an affiliate of Developer, provided such affiliate agrees to be bound by all the terms and conditions o this Agreement.

The CDA payments shall be for the following purposes, and consist of the following component levels of contribution:

| | | |
|----|-----------------------------------|----------|
| a. | Water service lateral | \$29,518 |
| b. | Site improvement | \$27,034 |
| c. | ADA compliance | \$10,000 |
| d. | Plumbing, road cut, lateral work, | \$16,000 |

**ARTICLE IV
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.

**ARTICLE V
PROOF OF TITLE**

Before this Agreement is executed, Developer shall have furnished to Brown Deer satisfactory evidence of title in the Developer Property

**ARTICLE VI
ASSESSMENT FOR AND REPAYMENT OF CDA PAYMENT**

6.1. Special Assessment for Repayment of CDA Payment. Developer agrees to the levying of a special assessment by the Village to secure repayment of the CDA payment provided for in §3.2 of this Agreement, and further agrees to pay such special assessment to the CDA in equal yearly amounts of 1/7 of the CDA payment amount, without interest, in each calendar year subsequent to the year of receipt and in conjunction with the yearly real estate taxes for the Property until such amount is paid in full. Any special assessment levied pursuant to this Agreement shall be levied and repaid as follows:

- a. The CDA, or the Village on its behalf, shall be deemed to have levied a special assessment against the Property pursuant to this Agreement for the cost of the improvements set forth in §3.2(2). The CDA and the Village have heretofore found and determined that such special assessment is imposed for the essential governmental function of promoting redevelopment. Developer agrees that the assessment reasonably benefits the Property. In consideration of the benefit derived from such expenditure by the CDA, Developer hereby consents to the imposition of such special assessment, and hereby waives pursuant to Section 66.0703(7)(b), Wis. Stats., and any other applicable provision, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessment including, but not limited to, the notice and hearing requirements of Section 66.0703 and the notice requirements of Section 66.0715(3) and agrees that the CDA, or the Village on behalf of the CDA, has levied such Special Assessment. The Special Assessment levied to secure repayment of the CDA payment shall be paid in annual installments of 1/7 for a period of seven years.
- b. Levy and Payment of Special Assessment. The Special Assessment shall be levied upon and immediately subsequent to the CDA payment for which the assessment may be levied under this Agreement. Such

Special Assessment shall thereafter be placed upon the tax roll for collection, in amounts consistent with paragraph a. above, and shall constitute a lien to the full extent allowed by law against the Property. Any Special Assessment, once placed upon the tax bill, shall be due and payable in equal installments for seven years, on or before January 31st of the following year. In the event it shall be necessary to collect a Special Assessment in order to pay debt service on any CDA Financing secured by such Special Assessment, such Special Assessment shall forthwith be placed upon the tax bill, and shall thereafter be due and owing under the then applicable state statutory provisions governing payment, and Developer agrees to pay such Special Assessment. Developer further waives any right to appeal from the Special Assessment and stipulates that the amount of the Special Assessment levied against the Property has been determined on a reasonable basis and that the benefits to the Property from the proposed expenditures exceed the amount of the Special Assessment levied against the Property. Such Special Assessment shall be levied pursuant to the provisions of Sections 66.0701-0733, Wis. Stats. Developer hereby acknowledges that the CDA or the Village on behalf of and for the benefit of the CDA shall have the right to place the Special Assessment hereby levied on Developer's tax bill for collection, in its sole discretion, and without additional notice.

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) period and the defaulting Party is diligently pursuing such cure, the non-defaulting 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 the other Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, either of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) With respect to matters that are capable of being corrected by the non-defaulting Party, the non-defaulting Party may, at its option, after the expiration of the cure period specified in Section 7.2, correct the default and the non-defaulting Party's reasonable costs in correcting the same shall be paid by the defaulting Party to the non-defaulting Party immediately upon demand;

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

Notwithstanding the foregoing, in no event may Brown Deer exercise or seek any rights of injunction or specific performance for Developer's failure to commence, construct or complete the Project.

The Parties agree that in the event the Project is not completed under the terms of this Agreement, the Parties will use their best efforts to resolve the respective obligations and responsibilities of the Parties.

Section 7.3 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 7.4 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 7.5 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 non-binding 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, in writing signed by all Parties.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.1 Execution in Multiple Counter-Parts. This Agreement may be executed in one or more counter-parts, each of which shall be deemed an original but 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 obligation 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 pre paid, return receipt requested, or delivered personally, and

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

AJK Wisconsin, LLC
4740 West Bradley Road
Brown Deer, WI 53223

Attn: Lewis Anyanwu

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

Village 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, or any other cause or causes beyond the reasonable control of such Party or its agents, 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 Restrictions of Sale, Transfer, Conveyance and Developership. During the Term of this Agreement, neither Developer nor any future Developer shall use, sell, transfer or convey Developership 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 Developer shall execute and record deed restrictions effectuating this provision.

This Document Drafted By:
Village of Brown Deer Attorney
John Fuchs
4800 W. Green Brook Dr.
Brown Deer WI 53223

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

Dated: 11/17/06

AJK WISCONSIN, LLC

By Lewis N. Anyanwu
Name LEWIS N. ANYANWU
Title Managing Member
AJK WI LLC.

Dated: 1/22/06

COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF
BROWN DEER

By Margaret J. Faber
Name Margaret Faber
Title Chairperson

Dated: 1/22/06

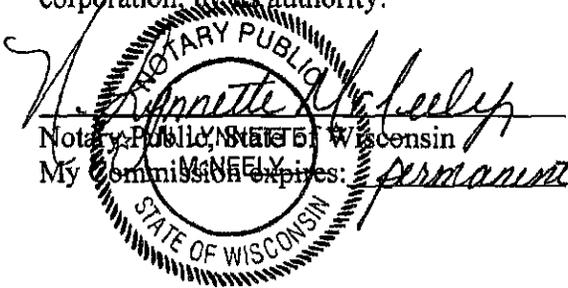
VILLAGE OF BROWN DEER, WI

By Margaret J. Faber
Name Margaret Faber
Title President

By Russell V. Gompel
Name Russell Van Gompel
Title Village Manager/Clerk

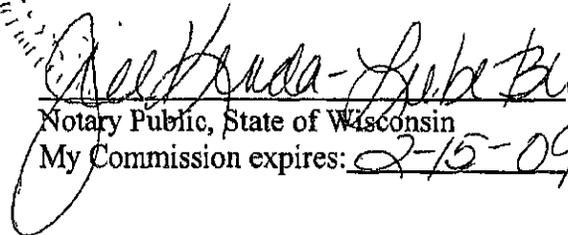
STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 7th day of January, 2007, the above-named Lewis Anyanwu, the Managing Partner of AJK Wisconsin, 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 corporation, by its authority.


Notary Public, State of Wisconsin
My Commission Expires: permanent

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 22nd day of January, 2007, the above-named Margaret Joberg, the Chairperson and _____, 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 corporation, by its authority.


Notary Public, State of Wisconsin
My Commission Expires: 2-15-09

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 22nd day of January, ²⁰⁰⁷~~2006~~, the above-named Margaret Taberg, the Village President and Russell Van Camp, the Village Manager/Clerk 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

 Deborah Suber
Notary Public, State of Wisconsin
My Commission expires: 2-15-09

EXHIBIT A
Legal Description

Parcel 1 and the East 210.54 feet of Parcel 2 of Certified Survey Map No. 334 of part of the South East ¼ of Section 11 in Township 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee and State of Wisconsin, recorded Reel 223, Image 412 as Document No. 4146368

EXHIBIT A

EASEMENTS AND RESTRICTIONS:

EASEMENTS AND RESTRICTIONS SHOWN HEREON WERE DISCLOSED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 16402878M, DATED OCTOBER 4, 2016 AND REVISED BY ENDORSEMENT #1 DATED DECEMBER 5, 2016.

(F) CIRCLED CAPITAL LETTERS DENOTE SPECIAL EXCEPTIONS PER ITEM 3. OF SCHEDULE B-II OF SAID TITLE COMMITMENT.

LEGEND

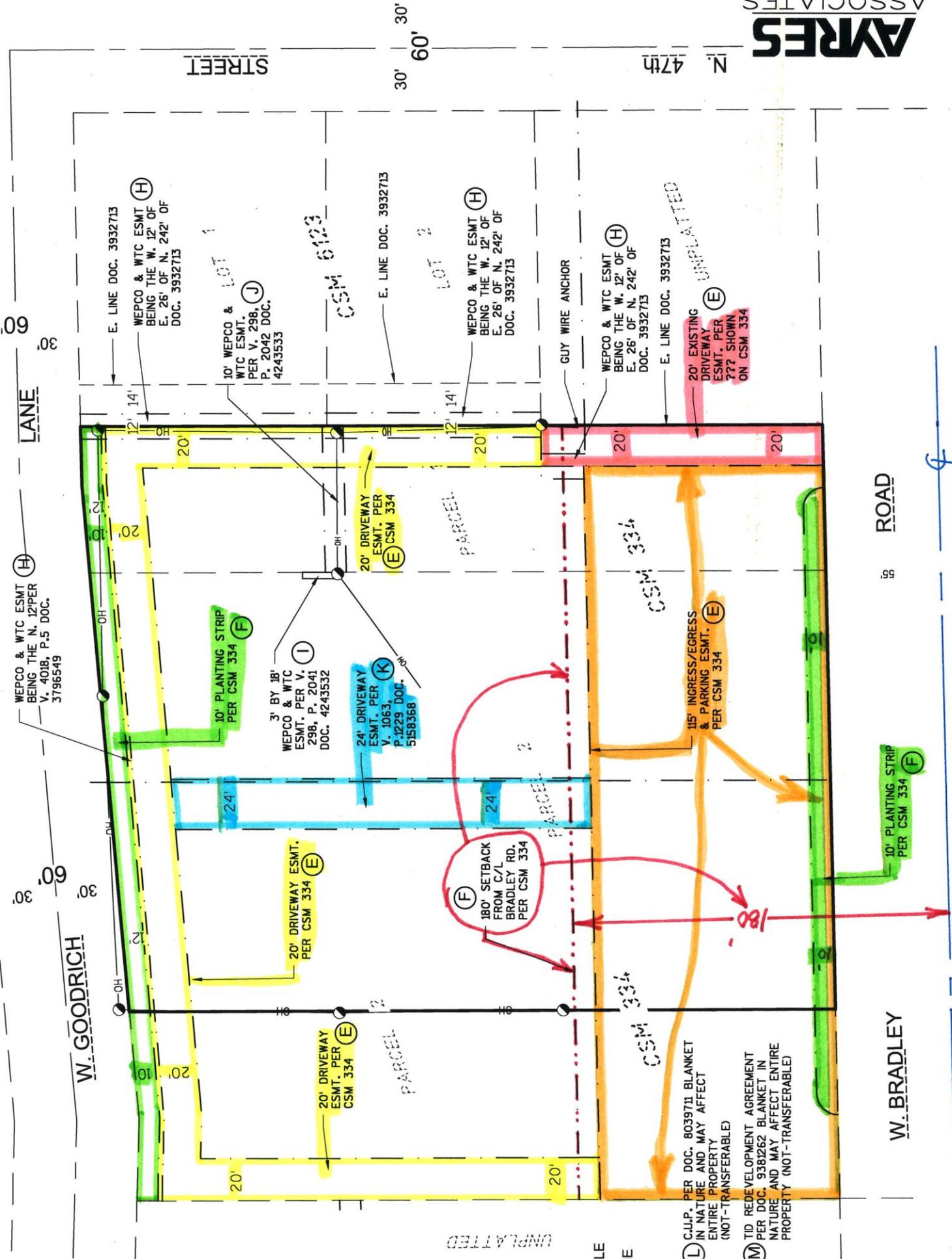
- DENOTES POWER POLE
- OH DENOTES POWER LINE

- (L) C.U.P. PER DOC. 8039711 BLANKET IN NATURE AND MAY AFFECT ENTIRE PROPERTY (NOT-TRANSFERABLE)
- (M) TID REDEVELOPMENT AGREEMENT PER DOC. 9381262 BLANKET IN NATURE AND MAY AFFECT ENTIRE PROPERTY (NOT-TRANSFERABLE)

0 30' 60'
SCALE: 1"=60'

PREPARED FOR/OWNED BY:

Village of Brown Deer
Date: 12/29/2016
Project No. 24-0266.18



RELEASE OF COVENANTS, CONDITIONS AND
RESTRICTIONS
Title of Document

Document Number

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
13500 Watertown Plank Rd,
Suite 100
Elm Grove, WI 53122

066-9973-009 & 066-9973-010
(Parcel Identification Number)

RELEASE OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the Village of Brown Deer has established a 180 foot setback, as well as various planting strip dedications and conditions, all as depicted as Covenants, Conditions and Restrictions on a Certified Survey Map described on Exhibit A attached hereto and incorporated herein, and

WHEREAS, that such Certified Survey Map also established a driveway easement granted by an instrument recorded as document number 5158368, and

WHEREAS, the parties are in accord that the property has been acquired by the Village of Brown Deer, and will be re-sold for redevelopment to new parties.

NOW THEREFORE, BE IT RESOLVED, that the Village of Brown Deer hereby releases and rescinds the above referenced 180 foot set back, planting strip dedication and condition, and driveway easement recorded as Document No. 5158368, and waives any right, title or interest therein, and the same shall be deemed no longer in effect, and may be removed from any future platting of any nature as to the parcels as described on Exhibit A.

VILLAGE OF BROWN DEER

Dated: _____

By: Carl Krueger
Village President

Dated: _____

By: Jill Kenda-Lubetski
Village Clerk

Subscribed and Sworn to Before Me
this ____ day of _____, 20____.

Notary Public - State of Wisconsin
My commission: _____

EXHIBIT A

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
 Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Document Number

RELEASE OF EASEMENTS
Title of Document

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
13500 Watertown Plank Rd,
Suite 100
Elm Grove, WI 53122

066-9973-009 & 066-9973-010
(Parcel Identification Number)

RELEASE OF EASEMENTS

WHEREAS, there are depicted on the property described on Exhibit A attached hereto and incorporated herein, various easements as shown on Certified Survey Map 334 as described on Exhibit A attached hereto, and

WHEREAS, the property has been sold, and will be redeveloped in a manner and as reconfigured so as to render the foregoing easements as depicted, whether such easements be in the nature of parking easements, driveway easements, or easements for ingress and egress, obsolete.

NOW THEREFORE, BE IT RESOLVED that the undersigned owner of the adjacent property in whose favor such easements exist, for good and valuable consideration, receipt of which is hereby acknowledged, forever release, rescind, and quit claim and right title or interest in such easements.

Dated this ___ day of _____, 2017.

Property Owner:

Dated this ___ day of _____, 2017.

~~Property Owner:~~

Subscribed and Sworn to Before Me
this ___ day of _____, 20__.

Notary Public - State of Wisconsin
My commission: _____

EXHIBIT A

Parcel 1:

Parcel 2 of Certified Survey Map No. 334, excepting therefrom the West 90 feet and East 100 feet of said Parcel 2, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 2:

Parcel 1 and the East 100 feet of Parcel 2 of Certified Survey Map No. 334, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on November 30, 1964, in Reel 223, Images 412 to 414 inclusive, as Document No. 4146368, being a part of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, Milwaukee County, Wisconsin.

Including all resolutions, certifications and addendums attached thereto.

Address: Parcel 1: Situated on West Bradley Road
Parcel 2: 4740 West Bradley Road

Parcel Identification No.: (P1) 066 9973 009; (P2) 066 9973 010

Document Number

Title of Document
Driveway Easement

A joint use driveway easement which crosses a part of the grantor's premises, being a part of Parcel 1 of Certified Survey Map 334 recorded on Reel 223, image 412 as Document Number 4146368, being located in the Southwest ¼ of the Southeast ¼ and a part of the Southwest ¼ of the Southeast ¼, all in Section 11, Town 8 North, Range 21 East, Village of Brown Deer, Milwaukee County, Wisconsin described as:

Commencing at the South ¼ Corner of Section 11: thence North 88°33'05" East, along the South line of Section 11, 1156.73 feet; Thence North 00°20'46" West, 55.01 feet to the Southeast corner of said Parcel 1 on the North line of West Bradley Road and the Point of Beginning; thence South 88°33'05" West, along said North line, 21.00 feet; thence North 00°20'46" West, 45.00 feet; thence North 88°33'05" East, 35.00 feet; thence South 00°20'46" East, 45.00 feet to the North line of West Bradley Road; thence South 88°33'05" West, along said North line, 14.00 feet the Point of Beginning.

The described easement contains 1,575 square feet or 0.04 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of record.

Record this document with the Register of Deeds

Name and Return Address:

Fuchs & Boyle, S.C.
13500 Watertown Plank Rd
Suite 100
Elm Grove, WI 53122

066 9973 009 & 066 9974 0000

(Parcel Identification Number)

This Driveway Easement Agreement (Agreement) is dated as of _____, 2017 by and between the Village of Brown Deer, hereinafter Village, and Walter R. Kocejka, hereinafter Kocejka.

RECITALS

The Village of Brown Deer is the owner of a part of parcel 1 of CSM 334, Reel 223, Image 412, Document No. 4146368 in the Village of Brown Deer, which property is depicted on Exhibit A attached hereto and incorporated herein, and which property has an existing ingress and egress driveway point West Bradley Road in the Village of Brown Deer.

Walter R. Kocejka is the owner of a part of lot 1 of CSM 334, Reel 223, Image 412, Document No. 4146368 in the Village of Brown Deer, which property is depicted on Exhibit A attached hereto and incorporated herein, and which property has an existing ingress and egress driveway point West Bradley Road in the Village of Brown Deer.

Pursuant to the terms and conditions contained in this Agreement, Village and Kocejka desire to grant, one to the other, and to accept from each other, a driveway easement as hereinafter described and depicted on Exhibit A, attached hereto and incorporated herein fully by reference.

The parties agree to share equally all costs associated with the maintenance, repair, and restoration of the driveway area, and agree to give each other mutual, non-exclusive use, for a purpose of accessing the parcel served by such driveway.

At such point in time as the Village shall sell the property, or subdivide it further, the Village agrees that an adequate ingress/egress will be preserved to benefit the Kocejka parcel.

Dated this ____ day of _____, 2017.

Carl Krueger, President, VBD

Dated this ____ day of _____, 2017.

Walter R. Kocejka

State of Wisconsin)
)
Milwaukee County)

On the above date, this instrument was acknowledged before me by the above named Walter Koceja, property owner, known to me to be such officer, and who acknowledged that they executed the foregoing instrument on its behalf for the purpose aforesaid and by their authority as such officer.

Signature Notary Public, State of Wisconsin

Print or type name, Notary Public, State of Wisconsin

Date commission expires

State of Wisconsin)
)
Milwaukee County)

On the above date, this instrument was acknowledged before me by the above named Carl Krueger of the Village of Brown Deer, known to me to be such officer, and who acknowledged that they executed the foregoing instrument on its behalf for the purpose aforesaid and by their authority as such officer.

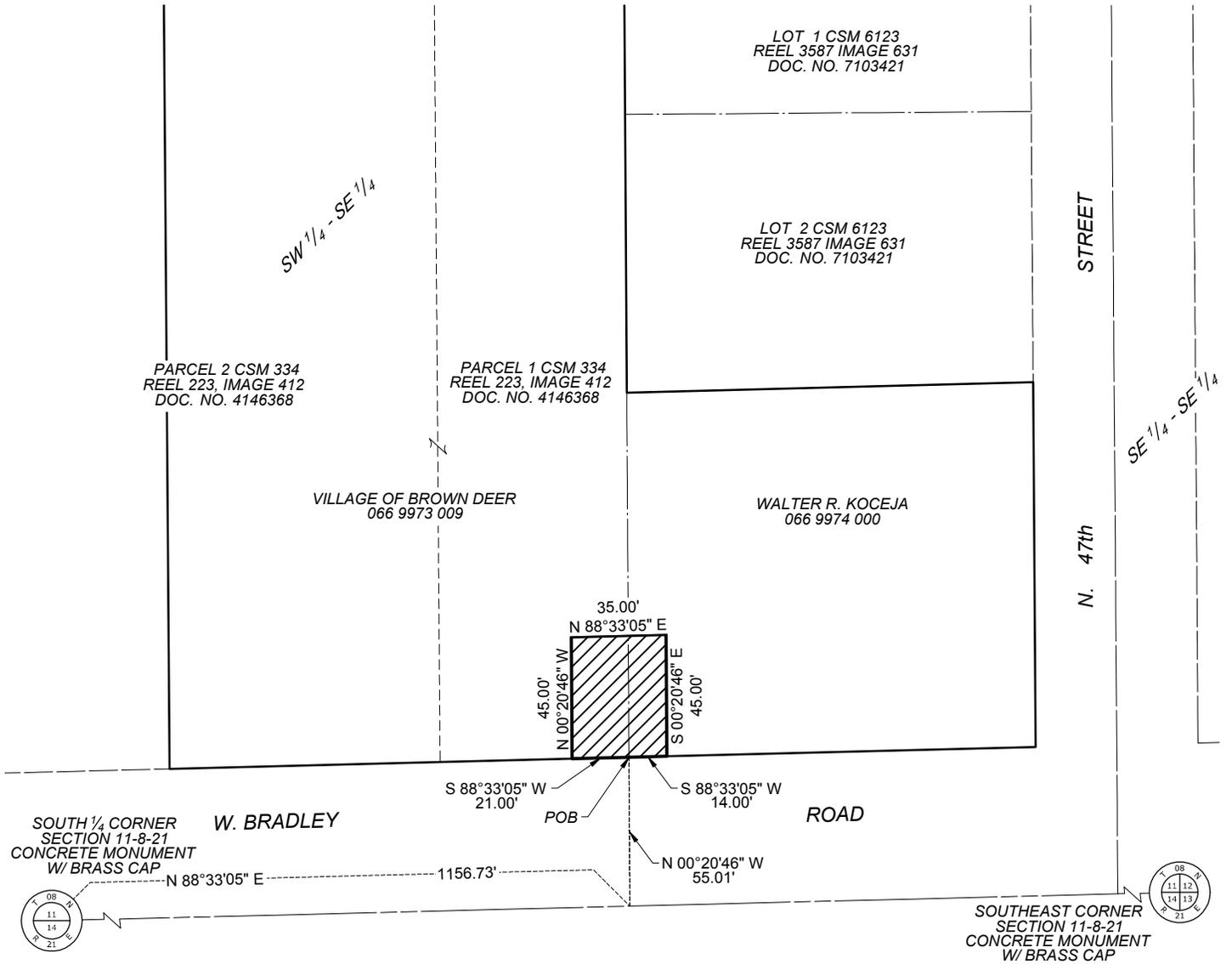
Signature Notary Public, State of Wisconsin

Print or type name, Notary Public, State of Wisconsin

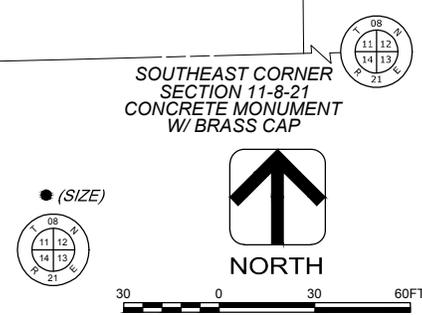
Date commission expires

EASEMENT DESCRIPTION MAP (EXHIBIT "A")

LOCATED IN PART OF PARCEL 1 OF CERTIFIED SURVEY MAP 334 AND IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 11, TOWNSHIP 8 NORTH, RANGE 21 EAST, VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, WISCONSIN



SECTION LINE ----- PROPERTY LINE ----- FOUND IRON PIPE
 QUARTER LINE ----- OWNER'S PROPERTY LINE -----
 SIXTEENTH LINE ----- EASEMENT LINE ----- SECTION CORNER
 RIGHT OF WAY LINE -----



TAX PARCELS 066 9973 009 AND 066 9974 000 EASEMENT LEGAL DESCRIPTION:

A joint use driveway easement which crosses a part of the grantor's premises, being a part of Parcel 1 of Certified Survey Map 334 recorded on Reel 223, Image 412 as Document Number 4146368, being located in the Southwest 1/4 of the Southeast 1/4 and a part of the Southwest 1/4 of the Southeast 1/4, all in Section 11, Town 8 North, Range 21 East, Village of Brown Deer, Milwaukee County, Wisconsin described as:

Commencing at the South 1/4 Corner of Section 11; Thence North 88°33'05" East, along the South line of Section 11, 1156.73 feet; Thence North 00°20'46" West, 55.01 feet to the Southeast corner of said Parcel 1 on the North line of West Bradley Road and the **Point of Beginning**; Thence South 88°33'05" West, along said North line, 21.00 feet; Thence North 00°20'46" West, 45.00 feet; Thence North 88°33'05" East, 35.00 feet; Thence South 00°20'46" East, 45.00 feet to the North line of West Bradley Road; Thence South 88°33'05" West, along said North line, 14.00 feet the **Point of Beginning**.

The described easement contains 1,575 square feet or 0.04 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of record.

AYRES ASSOCIATES

N17 W24222 RIVERWOOD DR.
SUITE 310
WAUKESHA, WI 53188-1132

NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD27, AND REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 11, T8N, R21E MEASURED TO BEAR N88°33'05"E

Drawn: CRB / Ayres Associates

Scale: 1" = 60'

REVISIONS

Date: 05/17/2017

SHEET NUMBER 1 OF 1



REQUEST FOR CONSIDERATION

| | |
|---|---|
| COMMITTEE: | Village Board |
| ITEM DESCRIPTION: | New Village Phone System |
| PREPARED BY: | Michael Hall, Village Manager |
| REPORT DATE: | June 5, 2017 |
| MANAGER'S REVIEW/COMMENTS: | <input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached. |
| RECOMMENDATION: | Approve New Village Phone System with Converged Technology Professionals Inc. |
| <p>In 2010 the Village of Brown Deer joined the Village of Bayside and the North Shore Fire Department (NSFD) in creating a joint phone system. The Village of Bayside purchased the equipment, set up the system, and maintained it. The equipment needs replacement and the person who set up the system is no longer with Bayside. The equipment has significant problems and there is no one to fix the software. Rather than purchase new equipment and hire a person to maintain the equipment we decided it would be more cost effective to go with an established phone provider. We jointly decided to look for a provider together to get a better cost. We jointly sent out a request for proposals and evaluated several different vendors. The vendor that the three entities decided on was Converged Technology Professionals Inc. Converged spent the last 3 months evaluating our equipment and our needs. Converged has proposed a solution and statement of work. The proposal and statement of work is attached.</p> <p>Financial Impact: Total one time equipment purchase will be: - \$70,701.94 Monthly cost will be: - \$763.00</p> <p>Currently monthly cost from Bayside: - \$1,000 per month Bayside contingency equipment fund to Brown Deer: - \$6,000</p> <p>List of References:</p> <ul style="list-style-type: none">• City of West Bend• Diggers Hotline, Inc.• Milwaukee Brewers Baseball Club• Wonderbox Technologies, LLC• Brunswick Corporation/Mercury Marine | |



Proposal and Statement of Work



Prepared for:

Michael Hall, Village Manager
Village of Brown Deer

Prepared by:

Mandie Dekker
Converged Technology Professionals, Inc.

Prepared On: 5/18/2017

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Initial: _____

Contact Information

END USER

| | | |
|-------------------------------|--|---------|
| Company Name: | Village of Brown Deer | |
| Site Address: | 4800 W Green Brook Drive, Brown Deer, WI 53223 | |
| Primary Contact Name / Title: | Michael Hall, Village Manager | |
| Contact Address: | 4800 W Green Brook Drive, Brown Deer, WI 53223 | |
| Phone Number: | 414-371-3050 | E-mail: |

PROVIDER OF SERVICES

| | | |
|-------------------------------|---|-----------------------------|
| Company Name: | Converged Technology Professionals, Inc. | |
| Address: | 190 Liberty Rd. Suite 3, Crystal Lake, IL 60014 | |
| Primary Contact Name / Title: | Mandie Dekker | |
| Phone Number: | | E-mail: dekkerm@ct-pros.com |

PROJECT MANAGER

| | | |
|-----------------------|--|---------|
| Project Manager Name: | | |
| Phone Number: | | E-mail: |

Converged Technology Professionals - Our Credo

We are thoughtful in all we do. We are excellent listeners to each other and to all members of our extended family, vendors, customers etc. We will make the four words WHAT DO YOU THINK an automatic instinct in all of our internal and external dealings. We will be a leader in research and development in every aspect of our business and we will primarily work with vendors who are also fanatical about research and development. We will aim to make our customer adventures, adventures in growth. We will aim to add value in novel ways that surprise and stretch our customers and ourselves simultaneously.

We will use the three words TRY IT, NOW almost as often as we use WHAT DO YOU THINK. We revere the experimental method and believe that success is mostly correlated with the number of things one tries. We whole heartedly acknowledge the value of analysis but in the end swear by actions speak louder than words. We believe that our customers will receive enormous value from our commitment to our constant restless exploration. We strive to continue to be considered as the best in class in every facet of what we do.

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Proposed Solutions

ShoreTel Connect ONSITE

ShoreTel Connect ONSITE is a phone-text-mobile-conference-video-web share-online meeting system that's sleek and easy to use.

ShoreTel brings a fundamentally different approach to phone system technology. We focus on your most important assets—your people and their goals—and remove impediments to free flowing communications so your team can focus on relationships, ideas and growth, not on getting technology to work. The result is a reliable, flexible and intuitive communications platform that seamlessly delivers services and applications that will work for you today and adapt gracefully as your business needs change in the future.

Discover the ShoreTel Connect ONSITE difference: an exceptional user experience that presents robust system features in an entirely user-friendly way. Distributed architecture that assures business communications continuity. An outstanding management interface that saves time and money, and line of business integrations that make time and money. All with the lowest total cost of ownership of any on-premises system.

Because you own and manage your ShoreTel Connect ONSITE system, you can run your network your way. ShoreTel Connect ONSITE features ShoreTel's signature modular architecture, which distributes system intelligence across the entire network. This flexible design offers the highest level of service availability and makes it the ideal solution for single sites as well as multiple site deployments. You know its enterprise-grade because it's from ShoreTel—a pioneer in VoIP with nearly 20 years of unified communications leadership.

Robust System Features

ShoreTel Connect ONSITE is a true “end-toned” communications solution, from IP phones, to the operating software, to voice switches, to advanced applications. This ensures that all components are optimized for peak performance; you never need to worry that a system upgrade or new feature might cause an unexpected issue with compatibility. Your sales and service teams will be much more productive with tools like ShoreTel for Salesforce, NetSuite and other CRMs, and the ShoreTel Connect ONSITE Contact Center.

Lowest Total Cost of Ownership

ShoreTel has an established reputation for long-term cost efficiency built on the strength of our signature distributed architecture, ease of use, and simplicity of administration. Our communications platform reduces the impact on IT resources, saving companies money.



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Exceptional User Experience Across All Devices

The secret to frictionless and intuitive communication is the ShoreTel Connect user app, which manages the call handling and collaboration tools for your employees and their contacts. It is a next-generation user interface for PCs, Macs, iOS and Android devices, requires no VPN for teleworkers.

Easy administration & management

With ShoreTel Connect ONSITE, initial setup and ongoing management is far quicker and easier than other on-premises solutions. ShoreTel Connect Director delivers a “single image” view of your entire network, no matter how many phones or sites you manage. In fact, ShoreTel Connect ONSITE is so easy to administer that non-technical employees can handle MACs in seconds.

Line of Business Integrations

ShoreTel Connect ONSITE includes packaged integrations with Outlook®, ShoreTel for Salesforce®, MS Dynamics®, NetSuite®, ACT!(r), Zendesk®, desk.com® and other popular LOB apps. ShoreTel offers dozens of additional advanced applications and plug-ins that extend system utility: merge call records with customer records to raise the efficiency of your customer service, identify sales trends, and optimize staffing

Business Continuity

A modular architecture and “N+1” redundancy provides automatic failover for three possible points of failure: a WAN outage, a switch outage, and an application server outage. ShoreTel voice switches can operate independently of the network, and your routers and phones are registered locally through the switch to the telco so they’ll continue to work. This is designed to be highly reliable and 99.999% available. You’ll never lose dial tone.

Connect License Bundles

| ESSENTIALS | | STANDARD | | ADVANCED | |
|--|---|--|---|--|---|
| CLOUD | ONSITE | CLOUD | ONSITE | CLOUD | ONSITE |
| <ul style="list-style-type: none"> All Telephony services Desktop client w/softphone and Outlook integration Web & app dialer Mobile extension (Find me) Instant messaging 8-party audio & 4-party web | <ul style="list-style-type: none"> Ext + Mailbox Up to 8-party audio confer. Desktop client w/ softphone and Outlook integration (Pro Call Mgr) IM & collaboration* Web & app dialer | <ul style="list-style-type: none"> All Essentials services Voice mail + Scribe On-demand call recording Mobility client with IM 25-party audio & web confer. Salesforce /other CRM | <ul style="list-style-type: none"> All Essentials licenses Mobility client* Remote phone* Salesforce /other CRM | <ul style="list-style-type: none"> All Standard services Full call recording 100-party audio & web Unlimited archiving (IM, call recordings and confer.) Operator | <ul style="list-style-type: none"> All Standard licenses Operator |

*Hardware may be required.

Courtesy License – Includes Extension Only with no Connect client capability.

Telephony License – Includes Ext+Mbx with no Connect client capability

ShoreTel Voice Switch ST1D

The ShoreTel Connect Voice Switch ST1D is a voice switch that supports ShoreTel IP phones, softphones, and SIP devices. Recommended for digital trunking.

Features:



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- 1 T1/E1 trunks with 24/30 ports
- Integrated CSU
- Line and Payload Loopbacks
- 30 SIP Trunks
- Facilities Data Link
- 2 RJ-45 10/100/1000 Ethernet
- 1 RJ-21X Analog
- Audio MOH input and Paging
- T1/E1 (RJ-48C)
- 1 DB-9
- SIP trunking and extension support
- USB 2.0 A-Type

ShoreTel Voice Switch ST50A

The ShoreTel Connect Voice Switch ST50A is a voice switch that supports up to 50 IP phones, 4 loop start trunks, 4 analog extension ports and power fail transfer. The ShoreTel Voice Switch ST50A supports ShoreTel IP phones, softphones, and SIP devices. Recommended for digital trunking.



Features:

- 2 RJ-45 10/100/1000 Ethernet connectors
- 1 RJ-21X port for punchdown block, patch panel, or 12-port harmonica connector
- 4 loop start trunk ports (FXO)
- 4 analog extension ports (FXS)
- 1 DB-9 for serial communications
- 1 3.5 mm stereo input for connecting a music-on-hold source
- 1 3.5 mm stereo output for connecting to an overhead paging system or night bell
- SIP trunking and extension support

ShoreTel Voice Switch ST100A

The ShoreTel Connect Voice Switch ST100A is a voice switch that supports up to 100 IP phones, 8 loop start trunks, 6 extension ports and power fail transfer. The ShoreTel Voice Switch ST1000A supports ShoreTel IP phones, softphones, and SIP devices. Recommended for digital trunking.



Features:

- 2 RJ-45 10/100/1000 Ethernet connectors
- 1 RJ-21X port for punchdown block, patch panel, or 12-port harmonica connector
- 8 loop start trunk ports (FXO)
- 6 analog extension ports (FXS)
- 14 SIP trunks
- 1 3.5 mm stereo input for connecting a music-on-hold source
- 1 3.5 mm stereo output for connecting to an overhead paging system or night bell
- Make me conferencing up to 12 parties
- Maintenance (DB-9)

ShorePhone IP 480g

ShoreTel's advanced phone, the IP 480g provides 8 line appearances,

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expanded call history, visual voice mail and an integrated 10/100/1000 Ethernet switch, allowing a network drop to be shared with a desktop PC.

Highlights:

- 8 lines
- Full-duplex speakerphone
- Visual voice mail
- Expanded call history
- Built-in 10/100/1000 Ethernet switch
- Support for use with ShoreTel Sky services is targeted for 2014

Features:

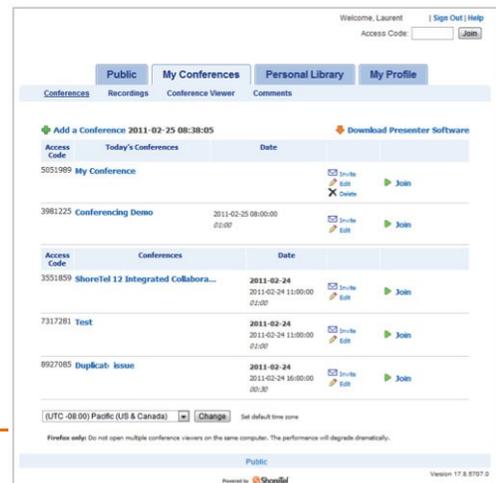
- Feature Keys
 - Display soft-key feature keys and navigation keys
 - Transfer
 - Conference
 - Hold
 - Intercom
 - Redial (History)
 - Voicemail
 - Options
 - Directory
- 297x160 pixels, backlit display
- Full Duplex Speakerphone
- Audio Controls - Volume (independent control), Mute (LED indicator), Speakerphone (LED indicator), Headset (LED indicator)
- Specifications – SIP protocol; VLAN, DiffServ/ToS, QoS; G.711, G.722, G.723, G.726, G.729a; iLBC, Linear16 codecs; Built-in 10/100 Ethernet switch; 802.3af PoE (standard), or local power (optional); Class 2 PoE (3.0 W idle / 4.4 W active / 4.9 W max)
- Environmental - Humidity: 5-90% relative (non-condensing); Operating temperature: 0-50° C

ShoreTel Conferencing and Instant Messaging

When employees can communicate and collaborate easily across an organization —whether sharing information in a presentation, working on a document together or instant messaging (IM) each other—productivity and business performance improve. By combining voice and data over the enterprise phone system, ShoreTel Conferencing provides rich conferencing and collaboration features, cost-effectively. Conferencing and instant messaging services are fully managed through ShoreTel Director. Conferences are managed through an intuitive Microsoft Outlook add-on and via a conferencing Web portal.

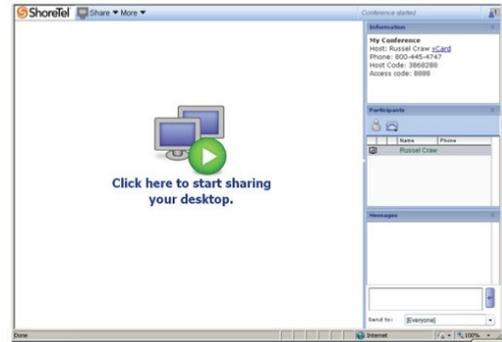
Key Conferencing Features:

- **User Managed Conferencing**
Without IT supervision or assistance, users can schedule or create spontaneous conferencing, or even reservation-less conferences using an intuitive Web interface.
- **Unmatched audio quality**
ShoreTel Conferencing offers support for wide-band codecs, providing a higher level of listening comfort.
- **Dial-in and dial-out conferencing**



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- Whether the audio conference in question is one-time-only or always-on, users can invite participants to dial into the conference in a single step.
 - Control of the conference can be maintained through a set of DMTF commands to list parties, record conference, and dial out.
- **Zero touch web conferencing**
 - Utilize desktop sharing to collaborate on documents (PC and MAC users)
 - With a simple click on web link and no download, attendees can see the shared desktop within seconds.
 - Manage documents in a personal or public library
 - Utilize whiteboard and pointer functionality for maximum efficiency
 - **Instant Recording**
 Allows users the option to store and distribute the recording of the conference and its accompanying Web presentation.



ShoreTel Conferencing and IM requirements and capacities

ShoreTel services such as integrated Audio Conferencing, Web Conferencing, and Instant Messaging operate through the ShoreTel SA-100 Service Appliance. The SA-100 is a sealed appliance, optimized for resiliency and security and can be deployed anywhere, including into a corporate DMZ. The appliance has been tested with well-known security tools for potential application and network vulnerabilities.

| Hardware | Software | Capacity |
|--------------------------------|---|--|
| ShoreTel Service Appliance 100 | MS Internet Explorer 8.0 Safari 4.0 - Mac OS Firefox 3.6 - Windows and Mac OS Adobe Flash 9 or higher PowerPoint 2003, 2007, 2010 | - System-wide - Up to 5 Service Appliances- Up to 2,500 IM users - Up to 250 simultaneous audio conferencing ports (50 per conference) - Up to 150 simultaneous secure Web conferencing ports (HTTPS) (30 per conference) - Service Appliance 100 - Up to 500 IM clients - Up to 50 simultaneous audio conferencing ports (including 15 HD calls) - Up to 30 simultaneous secure Web conferencing ports (HTTPS) - Up to 16 conferences |

ShoreCare® Partner Support

Partner Support provides fundamental service components to channel partners that prefer to provide their own branded services and to support their customers directly.

Partner Support provides ShoreTel Partners with backup services in three critical areas: telephone technical support, hardware replacement, and software upgrades. Partners purchase a separate Partner Support Agreement for each customer that is covered. Partners that choose Partner Support typically add additional services, like training, to create a post-implementation package that they brand, market and sell to their customers.

Partner Support versus the Enterprise Service Program

ShoreTel strongly recommends that a post-implementation service agreement be part of the complete solution that is offered to customers and is discussed early in the sales process. Based on the partner's business model they can either purchase Partner Support and be responsible for service delivery to the customer, or they can resell ShoreTel's Enterprise Service Program to the customer in which case the customer calls ShoreTel when they need assistance and ShoreTel delivers the service. In either case the partner purchases an annual contract that is tied to a named account. Both Partner Support and the Enterprise Service Program include telephone technical support, advanced

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hardware replacement and software upgrades. In addition to these services the Enterprise Service Program also includes access to the ShoreCare web portal as well as web-based instructor-led administrator and end user training.

Telephone Technical Support

Partners that purchase partner Support own the customer relationship. The partner takes the customer calls and troubleshoots the problem. If the partner needs to escalate, ShoreTel technical support engineers are ready to answer questions 24 hours a day, seven days a week via a toll-free phone number so that the partner can quickly respond to the customer. Non-urgent questions can be submitted on-line and are responded to within 24 hours.

Hardware Replacement

Advanced hardware replacement is vital to minimizing the customer’s business-crippling downtime. In the unlikely event the partner’s customer experiences a hardware failure, the partner’s on-line request for a ShoreGear switch is immediately logged and shipped for next-business-day delivery to the address the partner designates. ShorePhone telephone replacements that are covered under contract receive the same advanced shipment attention but are sent via ground delivery.

Software Upgrades

Software updates and upgrades keep customers on the leading edge of technology. When new software is released, the detailed notes explaining the new features help the partner decide the best time to upgrade the customer. Software files and documentation can be downloaded, at the partner’s convenience, from the ShoreTel web site and distributed to customers under the terms of the current Partner Support Agreement. ShoreTel’s technical support team is available to answer any partner questions that may arise regarding upgrades.

Benefits include:

- Telephone technical assistance 7 x 24 for the partner to ask questions regarding customer situations that the partner is troubleshooting
- Advanced exchange, next-business-day delivery for ShoreGear® switches
- Advanced exchange, ground delivery for covered ShorePhone™ IP telephones
- Software documentation, patches, updates and upgrades

Partner Support Requirements

Partner Support requires the partner to be the face to the customer, accepting full responsibility for the support relationship. Partners that purchase Partner Support must be able to take the first call for technical assistance, manage the troubleshooting and respond to all requests for hardware replacement and software updates.

Service Programs Comparison Chart

| ShoreCare Service Feature | Enterprise Service Program | Partner Support | Product Warranty |
|---------------------------|--|--|---|
| | All services are delivered to the customer by ShoreTel | All services are delivered to the customer by the partner. A Partner Support contract must be purchased for each customer that is supported by the partner | Services covered under warranty are delivered to the customer by ShoreTel |

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| ShoreCare Service Feature | Enterprise Service Program | Partner Support | Product Warranty |
|-----------------------------|---|---|--|
| Telephone Technical Support | Customer access to ShoreTel's Technical Assistance Center 7 x 24 via a toll-free phone number. Calls are handled live from ShoreTel's Technical Assistance Center in California from 11 PM Sunday Pacific Time until 11 PM Friday, Pacific Time. Calls placed between 11 PM Pacific on Fridays and 11 PM Pacific on Sundays are returned within one hour. | Technical support access is exclusively for the partner. Response times are the same as the Enterprise Service Program. | Warranty does not include telephone technical support. |
| Hardware Replacement | Hardware replacements are shipped upon request for next-business-day delivery. Telephones that are covered under contract are shipped upon request via ground delivery. | Hardware replacement time frames are the same as the Enterprise Service Program. The Partner designates the destination (partner or end user) on a case-by-case basis. | Product must be returned to factory for repair/replacement with reasonable efforts return delivery. |
| Software | Published patches, fixes, updates, upgrades and documentation are available for download from the ShoreTel web site. | The Partner has access to published software and documentation that is then provided to the customer based on the terms of the current Partner Support Agreement. | Software is warranted to perform as sold. ShoreTel will provide a patch in the event a bug is discovered in the version purchased. |
| Training | Eight seats in ShoreTel's web-based, instructor-led the System Administrator course. Sixteen seats in ShoreTel's web-based, instructor- led the end user training course. | Partner training is covered in the ShoreTel Reseller Agreement. No additional training for the partner or end user is included as part of Partner Support. | No training is included in the product warranty. |
| Web Services | Customers are provided password access to the ShoreCare Web portal and locked documents. Customers can submit and manage hardware replacement and technical support cases on-line. | The partner is provided access to the ShoreCare Web portal and locked documents. Partners can submit and manage hardware replacement and technical support cases on-line. | Only the public areas of the ShoreTel web site can be accessed. |

Converged Technology Professionals Statement of Work

THIS AGREEMENT, effective 5/2/2017, through Village of Brown Deer is between Converged Technology Professionals, Inc., a corporation organized under the laws of the State of Illinois, having its principal place of business at 190-3 Liberty Road, Crystal Lake, Illinois 60014 (hereinafter referred to as the "CT-PROS"), and Village

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of Brown Deer, residing at 4800 W Green Brook Drive, Brown Deer, WI 53223 (hereinafter referred to as the "Customer").

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Services & Responsibilities

Project Management

- Timeline Planning, Risk Assessment, Training Planning.
- Site survey to ensure location meets all space, power and environmental specifications.
- System design – call flows, automated attendants, documentation.
- Post Cutover Acceptance and Close out.
- Assist Village of Brown Deer with carrier (Telephone Company) related Discussions and orders.
- Programming of the equipment according to Village of Brown Deer database.
- Physical connection and testing of equipment to carrier (Telephone Company) services.
- Final testing per established CT-PROS testing procedures.
- Training of administrators and end users according to the terms specified in this SOW.

System Implementation

- Install and configure Windows operating system on the customer provided ShoreTel server.
- Configure users within the ShoreTel Director.
- Program all call flows, automated attendants & schedules.
- Configure call routing and dial plan.
- Verify that phones IP addresses & extensions are assigned.
- Full Readiness Testing.
- Perform the cutover / bring carrier circuit(s) into ShoreTel system.
- Cross connect and assist the testing of all analog devices.
- Provide cutover support.
-  offsite backup installed and configured.

Training

CT-PROS will meet with Village of Brown Deer to determine what the optimal training program will be for your organization. CT-PROS generally trains on the production phone system with actual user and system specific information. Users are issued their new phones during class and instructed how to install them at their workstation. Administrators will be trained on how to install the ShoreTel Connect Client on the desktop.

Typical Training Program Included in this Statement of Work

- Training room preparation & clean-up.
- Training materials for all participants - PDF format preferred for green purposes.
- End user training – 90 minute classes – 12 students in each class.
- Workgroup Training (Agent & Supervisor) - 30 minute classes - 12 students in each class.
- Operator Training - 1-on-1 training prior to cutover and during first day of business.
- Administrative Training (basic moves, adds and changes) - 90 minute class – 2 students.

First Day of Service

CT-PROS will provide staff to assist your organization for the first day of business and make any final minor changes that may be required.

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Customer Responsibilities

- Designate a single point of contact for the project who works with CT-PROS to schedule resources, design system, and coordinate installation.
- **Provide VLAN and QOS for voice network.**
- Provide recent topology map of the network.
- Village of Brown Deer or network services provider to provide the data network connectivity and provide information regarding design and configuration for the systems and end points including IP addresses, subnet mask, VLAN ID, and default gateway information.
- This quotation assumes that the customer will provide a pre-configured DHCP server to assign IP addresses to the telephones. The server must be capable of adding scope options such as FTP and SNTP. The ShoreTel server cannot be configured as the DHCP server. We will not do assignment of static IP addresses by CT-PROS in network configurations lacking a DHCP server. CT-PROS provided configuration assistance on the DHCP server will be performed on a Time and Material basis.
- Provide CT-PROS with access to the installation location.
- CT-PROS with 24/7 remote access to the voice network.
- CT-PROS with all user information.
- **Adhere to “freeze date” on any programming changes 10 business days prior to the start implementation.**
- Accept delivery and establish a secure location for equipment. Lost/stolen equipment after delivery is the customer’s responsibility.
- Install and rack mount all ShoreGear switches and Servers.
- Unpack phone sets and recycle packaging.
- Ensure that new phones are deployed prior to cutover.
- Removing old phone equipment.
- Provide end users with communication regarding training dates and scheduled classes.
- Ensure that Connect Client Software is deployed to necessary desktops prior to cutover.
- Provide a UPS to power entire phone system.
- Village of Brown Deer or the network services provider must extend all voice and/or data circuits from the building point of demarcation (DMARC) to the client server room and visibly mark for easy identification.
- All desktop settings and configurations such as automated distribution, setup of Citrix, or registry settings necessary to work with ShoreTel clients are the responsibility of Village of Brown Deer.
- Provide detailed information on all circuits and trunks.
- All Analog devices tone and tagged.
- Coordinate all activities between CT-PROS and third party vendors.
- Participate in timely project reviews, meetings, and other related activities.
- This quotation does not include hardware, software, programming or testing associated with AT&T’s E911 locator service.
- Cost associated with obtaining all governmental mandated permits will be billed as an extra to the project.
- This quotation assumes that the customer will provide all required servers per manufacturer specifications. At its sole discretion; CT-PROS may require shipment of these servers to their offices before installation for configuration, loading of software, programming and testing.
- This quotation assumes that implementation of all ShoreTel Client PC based applications including, but not limited to. We will provide training and installation assistance for two (2) PC’s. If desired, CT-PROS can provide additional installation assistance on a Time and material basis.

Project Leadership

Project Leader – CT-PROS has designated a Project Leader to be CT Pro’s primary representative regarding the management of the project. The Project Leader has been actively involved with the project since the beginning of the sales process, has coordinated or provided engineering assistance and has prepared the proposed pricing based on

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intimate knowledge of your requirements and facility.

Project Manager is responsible for creating and maintaining the project schedule, pulling all necessary municipal permits, defining and scheduling the proper resources to complete the project, keeping you informed of project status, ensuring the performance of the system as designed and developing a detailed post-cutover transition plan. The Project leader provides a point of contact for all questions, and will monitor project progress.

Solution Specialist – The CT-PROS Solution Specialist will work with your Site Contact and other members of your organization to custom design the system program to fulfill your unique requirements. The Solution Specialist will also coordinate and/or perform end user and administrator training.

Facilities

Adherence to the project schedule will necessitate that CT-PROS be provided unfettered access to your facility for the duration of this project, including access to any location where equipment will be installed as well as carrier and network connections.

Testing & Acceptance

When CT-PROS completes installation and the system is cutover, it will begin system testing using formalized, testing procedures. Testing encompasses carrier, feature and application verification and culminates with the Solution Specialist and Project Leader initialing their confirmation that it was successfully completed.

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Limitations and Exclusions

Scheduling Requirements

CT-PROS will work with Village of Brown Deer to determine appropriate dates and times for design meetings, training sessions, and ultimately system cutover. Factors that impact the project schedule include CT-PROS /Village of Brown Deer project workload, construction (if new or remodeling), and changes to carrier services.

Carrier Services

CT-PROS will work with Village of Brown Deer and their network services provider to understand network service requirements and timelines for cutover. However, Village of Brown Deer is responsible for managing the provider and ensuring it meets project timelines.

Software Version Selection

CT-PROS reserves the right to change version if deemed necessary. Upgrades will be at the discretion of CT-Pros. All current versions will be within the ShoreTel support guidelines.

Voice Quality

CT-PROS cannot guarantee voice quality across a VPN.
CT-PROS cannot guarantee voice quality when using headsets.

Return Policy

- CT-PROS will only accept the return and/or exchange of unopened and undamaged hardware w/ 27 days of Equipment Ship Date.
- CT-PROS will assume responsibility for defective items and will process the RMA with the manufacturer.
- Software clients/licenses are not eligible for return.
- Restocking fees will apply and will be charged back to customer.

Out of Scope Items

- Assisting with network design and configuration.
- Additional labor required for project completion due to unforeseen delays or changes made by Village of Brown Deer or Network Services Provider(s)
- An uninterruptible power supply (UPS) sufficient to power all of the phone system equipment
- Oversight and omissions regarding the networking environment will not be the responsibility of CT-PROS
Shipping charges will be billed to the client post deployment.
- CT-PROS is not responsible for network support post-install.

Notes

- All three sites to be cutover simultaneously.
- Faxing to remain on POTS lines.
- Customer to provide VLAN for ShoreTel Voice Traffic.
- Customer to rack ShoreTel equipment and add to LAN.

Initial: _____

Schedule of Equipment and Services

| <u>Qty</u> | <u>Part Number</u> | <u>Description</u> | <u>Unit MSRP</u> | <u>Unit Sell</u> | <u>Ext Sell</u> |
|-----------------|--------------------|---|------------------|------------------|-----------------|
| ShoreTel | | | | | |
| 1 | 10524 | ShoreTel Voice Switch ST100A | \$3,200.00 | \$1,837.96 | \$1,837.96 |
| 1 | 10526 | ShoreTel Voice Switch ST1D | \$3,000.00 | \$1,723.09 | \$1,723.09 |
| 2 | 10523 | ShoreTel Voice Switch ST50A | \$2,000.00 | \$1,148.73 | \$2,297.46 |
| 3 | 10223 | Kit, rack mounting tray, for ShoreGear Switch | \$87.75 | \$87.75 | \$263.25 |
| 2 | 30044 | Additional Site License | \$495.00 | \$284.31 | \$568.62 |
| 23 | 30043 | SIP Trunk Software License | \$50.00 | \$28.72 | \$660.56 |
| 1 | 18024 | Call Recorder - Base package (5 simultaneous sessions) | \$5,000.00 | \$2,871.81 | \$2,871.81 |
| 1 | 18025 | Call Recorder - Add-On (5 simultaneous sessions) | \$200.00 | \$114.87 | \$114.87 |
| 56 | 30146 | Connect ONSITE Telephony license. Includes Ext+Mbx with no Connect client capability. | \$159.00 | \$91.32 | \$5,113.92 |
| 31 | 30147 | Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses | \$199.00 | \$114.30 | \$3,543.30 |
| 7 | 30148 | Connect ONSITE Standard license bundle. Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video licenses. Also includes Web and App Dialer, Remote Phone and CRM client integration | \$299.00 | \$171.73 | \$1,202.11 |
| 9 | 30149 | Connect ONSITE Advanced license bundle. Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator | \$499.00 | \$286.61 | \$2,579.49 |
| 85 | 10497 | ShoreTel IP Phone IP480g | \$369.00 | \$211.94 | \$18,014.90 |
| 1 | 10429 | IP Phone 655 with anti-glare screen | \$749.00 | \$430.20 | \$430.20 |
| 4 | 10304 | ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25 | \$13.50 | \$13.50 | \$54.00 |
| 4 | 10503 | ShoreTel 480/480g IP Phone Quick Reference, Doc. Pack, Qty 25 | \$13.50 | \$13.50 | \$54.00 |
| 1 | 60125 | SA-100 Appliance for IM Only | \$2,495.00 | No Charge | No Charge |

Initial: _____

| <u>Qty</u> | <u>Part Number</u> | <u>Description</u> | <u>Unit MSRP</u> | <u>Unit Sell</u> | <u>Ext Sell</u> |
|--|--------------------|--|------------------|------------------|--------------------|
| Miscellaneous | | | | | |
| 1 | Misc | Misc Parts | | | \$275.00 |
| 1 | Server | Windows HQ Server | | | \$2,500.00 |
| 1 | Server | Call Recording Server | | | \$2,500.00 |
| EQUIPMENT SUB-TOTAL | | | | | \$46,604.54 |
| Services | | | | | |
| | 94111 | Partner Support (1 Year, No Phones) | | | \$4,965.90 |
| | Labor-Phone | Professional Services & Implementation | | | \$19,131.30 |
| SERVICES SUB-TOTAL | | | | | \$24,097.20 |
| TOTAL PRICE (not including taxes) | | | | | \$70,701.94 |

Initial: _____

Payment Structure

Lease: Security deposit (equal to two months payment) due to GFC Leasing at lease signing.
60% payment to CT-PROS made by GFC Leasing at lease signing.
30% payment to CT-PROS made by GFC Leasing at acceptance of equipment.
10% final payment to CT-PROS made by GFC Leasing at Cutover or 60 days after signed SOW, whichever comes first.
Lease payments begin to GFC Leasing at Cutover or 60 days after signed SOW, whichever comes first.

Direct Purchase: 60% Down due with signed Statement of Work
30% Upon Equipment Delivery to be paid by ACH or Fed Ex pick up the day following delivery
10% Due at Cutover or 60 days after signed SOW (whichever comes first) including Change Orders

**Estimated Installation Time Frame is 45-60 days from receipt of initial payment

Accepted by: _____ Title: _____ Date: _____

Shipping Address: 4800 W Green Brook Drive, Brown Deer, WI 53223

Billing Address: 4800 W Green Brook Drive, Brown Deer, WI 53223

Converged Technology Professional, Inc.
Internal Approval

Initial: _____

ShoreTel SIP Proposal for:

Village of Brown Deer

Date: 05-02-2017

Prepared by: Jon Vanden Busch



Dear: Mandie

On behalf of ShoreTel, I'd like to thank you for the opportunity to provide this proposal to Village of Brown deer. We believe this proposal will reflect the industry leadership and advanced technologies required to exceed your organization's expectations.

Please note that more detailed and final pricing will be provided in a future Statement of Work should you elect to move forward with ShoreTel.

ShoreTel is ready to deliver the solutions that are right for Village of Brown deer today, tomorrow and for the future. I appreciate your consideration and look forward to continuing our conversation.

Best regards,

Jon Vanden Busch

CSE

[Jbusch@shoretel.com](mailto:jbusch@shoretel.com)

+1 (408) 962-2658

www.shoretel.com

1610 N. 2nd St. Suite 101

Milwaukee, WI 53212



[Blog](#) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)



Proposed Investment

Customer: Village of Brown Deer
 Proposal Date: 5/4/17
 Proposal Expires: 6/3/17
 ShoreTel Representative: Jon Vanden Busch

ShoreTel SIP Proposed Investment - 3 Year Term

| Item | Quantity | Per Unit | Monthly Total | One-Time & Installation Costs |
|--|----------|-----------|-------------------------|-------------------------------|
| US Domestic DID Porting Fee | 30 | \$4.00 | | \$120.00 |
| US Domestic DID (including E-911) | 30 | \$3.00 | \$90.00 | |
| Inbound Toll Minutes (US Domestic) | 1 | \$0.02 | | OVERAGES* |
| Outbound Minutes (US Domestic) | 1 | \$0.02 | | OVERAGES* |
| ShoreTel SIP Channel (includes 1,000 inbound/outbound minutes) US 48 Non-Toll Free | 23 | \$15.00 | \$345.00 | |
| International Rates | | Rate Card | | |
| 4800 W Green Brook Drive, Brown Deer WI | | | | |
| 1.5 MB Dedicated Voice Circuit ** | | | \$328.00 | \$500.00 |
| Minimum Monthly Commit of \$763.00 | | | | |
| | | | One-Time Total: | \$620.00 |
| | | | Recurring Total: | \$763.00 |

* Customer will be charged \$0.02 per minute for inbound and outbound US48 non-Toll Free calling if exceeding the monthly pooled allotment of minutes.

** ShoreTel utilizes ADTRAN equipment to extend our network directly to your facility. The ADTRAN devices are configured to be a secure border between your private network and the ShoreTel voice infrastructure. As such, one port of the device will be connected to the Dedicated Voice Circuit and another will be connected to your customer network. During the ordering process, you will provide ShoreTel with the IP address and routing information necessary for the CPE to communicate on your private network. The device will be preconfigured and shipped directly to you. A standard ADTRAN configuration will hand off a full-duplex 100base-TX port to the customer network. If you require a different connection type, please let your ShoreTel account manager know during the ordering process.

*** Note: All pricing in U.S. Dollars. Pricing provided as an estimate only. Final pricing and payment terms will be provided in a SIP Services Agreement and Work Order.



ShoreTel SIP Overview

ShoreTel SIP delivers high quality, reliable voice services backed by our carrier-class network. Our large, global footprint provides extensive coverage and clear call quality making it ideal for multi-national businesses. With ShoreTel reliability you can reduce costs, improve business continuity and support growth while keeping your current onsite or hybrid phone system thus maximizing your investments.

ShoreTel SIP provides the following key benefits:

- Immediate savings
- On-demand scalability
- Usage-based pricing
- No long-term contracts
- Unlimited concurrent calls
- Carrier-class network
- Connects to your current phone system

ShoreTel SIP features:

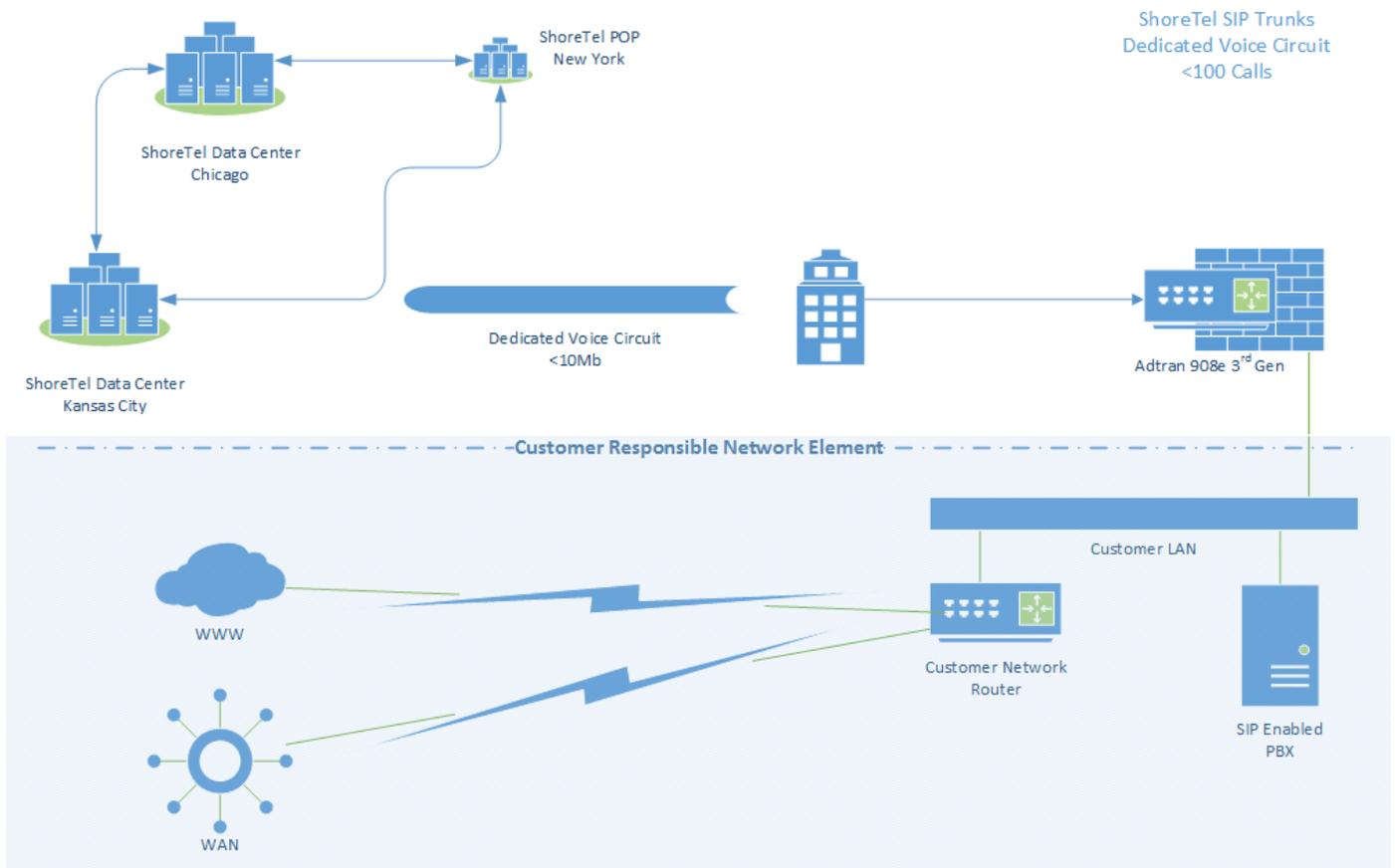
- Local, long distance and toll-free calling
- International calling
- CNAM support
- Number porting
- G.711, G.729 and T.38 codecs
- ITFS coverage in 113 countries and DIDs in 60 countries
- IP Protocol support
- Signaling fields
- Caller ID
- Diversion headers

ShoreTel Network Overview

ShoreTel SIP's carrier-class network delivers the best the cloud has to offer – excellent voice quality, reduced latency, unlimited scalability and uptime you can rely on. We help companies of all sizes upgrade their telecom experience while ensuring business continuity.

ShoreTel key network features include:

- Enterprise-level Quality of Service (QoS)
- Built on industry-leading Sonus equipment
- Fully redundant active-active data centers, plus multiple Points of Presence (POPs)
- Connectivity to multiple Tier 1 Internet and Tier 1 telecom carriers





CONVERGED

THIS AGREEMENT, effective date of signature, through one (1) year is between Converged Technology Professionals, Inc., a corporation organized under the laws of the State of Illinois, having its principal place of business at 190-3 Liberty Road, Crystal Lake, Illinois 60014 (hereinafter referred to as the “CT-PROS”), and Village of Brown Deer, residing 4800 W Green Brook Drive, Brown Deer, WI 53223 (hereinafter referred to as the “Customer”).

8x5 Standard Support Overview

Converged Technology Professionals, Inc. strives to deliver unparalleled support to our clients and pledges to ensure a pleasant support experience. The support plans we offer are easy to understand, clearly defined, and come with reasonable response times. CT-PROS believes that support agreements should allow clients the freedom to contact a support professional for any reason. Contact us to ask a technical question, make a modification to a system, or report a problem.

Initial: _____

How to reach us:

Email: techsupport@ct-pros.com

- Sending an email to Tech Support is the preferred method of contacting CT-PROS support staff.

Phone: **877-328-7767**

- Emergency after-hours requests should be phoned in. After hours support is **not** covered by 8x5 Standard Support.

Complimentary Professional Services

- 5 tickets per month of non-maintenance related technical questions and moves, adds & changes. This includes, but not limited to, changes to hunt groups, auto-attendants, schedules, minor call flow changes, etc.

Ticketing Procedure & Support Portal

- All contacts to support staff will result in the creation of a ticket.
- As soon as the ticket is created, a confirmation email will be immediately sent out with the ticket number, status update, and information on how to access the web-based support portal.
- The support portal will allow you to track the status of tickets you have created, update an open ticket, or re-open a previously closed ticket.
- The support portal will also give you access to all CT-PROS knowledge base articles.

WeVault Online Backup (Optional)

- Off-site backups will be set up with daily occurrence to WeVault Online Backup.
- Remote DVS backup is included if applicable.
- Backup jobs will retain a maximum of 7 days of data (database, voicemail, prompts, and scripts).
- CT-Pros will provide assistance in retrieving backups should a D.R. situation occur.



brightmetrics (Optional)

- CT-Pros will configure BrightMetrics and coordinate training for end-users with BrightMetrics.
- Support on BrightMetrics is handled by BrightMetrics directly. <http://www.brightmetrics.com/support>.

8x5 Response Time

- A "service affecting" item is defined as a system-wide loss of functionality to one the following areas of the system: voicemail, call routing, workgroups, auto attendants, hunt groups, or the ability to make calls.
- Normal business hours are Monday through Friday, 8:00 AM to 5:00 PM (CST), excluding holidays.
- CT-PROS support staff will respond to all new and re-opened service affecting tickets within 4 hours of ticket submission, if received by 1PM CST on normal business days.
- CT-PROS support staff will respond to all new and re-opened non-service affecting tickets within 1 business day.
- Service affecting issues requiring on-site support visits within the Chicago, Milwaukee, Madison, Grand Rapids or Indianapolis metro areas will be made at the discretion of CT-PROS within 1 business day of initial remote login.
- Service affecting issues requiring on-site support visits outside the Chicago, Milwaukee, Madison, Grand Rapids or Indianapolis metro areas will be made as soon as possible, at the discretion of CT-PROS.

Advance Hardware Replacement

- ShoreGear Switches & Network POE Switches under a qualified support agreement that are itemized on the Equipment & Services detail that require replacement will be shipped UPS Next Day Air for FREE.
- All replacement hardware will include FREE return shipping labels via UPS.
- IP Phones covered under Partner Support Contract with Phones requiring replacement will be shipped via UPS Ground for FREE.
- It is the responsibility of the customer to return any defective hardware within 10 days or be billed.

Limitations and Exclusions

Carrier Services

Village of Brown Deer is responsible for managing the provider and ensuring it meets service requirements.

Voice Quality & Networking

- It is the customer's responsibility to provide a network environment suitable for VOIP communications.
- CT-PROS cannot guarantee voice quality on networks that do not have VLANs and QOS implemented.
- CT-PROS cannot guarantee voice quality across VPN.
- CT-PROS cannot guarantee voice quality when using headsets.
- Oversight and omissions regarding the networking environment will not be the responsibility of CT-PROS unless covered by a qualified networking support agreement.

General Items

- Systems with Servers that do not meet ShoreTel specifications will not be supported by CT-PROS Applications that have been created by parties other than CT-PROS or ShoreTel are not supported.
- A support issue caused by malfunctioning customer-supplied equipment or software is billable to the customer.
- Anti-Virus software is generally not recommended for the ShoreWare server. Customers choosing to install anti-virus software are responsible for any updates. Support issues caused by the anti-virus software are chargeable.
- Microsoft Automatic Updates should be disabled on the ShoreWare server. CT-PROS should be contacted before any update is performed. Support issues caused by performing Microsoft Updates without the consent of CT-PROS are chargeable
- 3rd party services are not covered by any warranty.
- Installation of hardware or software obtained from a 3rd party will void all warranties.
- Support issues caused by premise wiring issues are billable to the customer.
- Premise electrical issues, lack of UPS, storm damage, natural disasters are not covered under this contract.

Contract Expiration

- Upon expiration of contract, subsequent support calls will not be authorized until contract is renewed and payment is received.

Phone Warranty (IP Phone hardware warranty coverage is not automatically included)

Phone Warranty is included.

I have been offered and decline Phone Warranty.

Networking Support Services

I have reviewed and agree to the attached Network Support Agreement.

I have been offered and decline a Network Support Agreement.



UPGRADE ASSURANCE

I have reviewed and agree to the attached Upgrade Assurance Agreement.

I have been offered and decline the Upgrade Assurance Agreement.

WeVault Online Backup

WeVault Online Backup is included.

I have been offered and decline WeVault Online Backup.



brightmetrics

BrightMetrics is included.

I have been offered and decline BrightMetrics.

Accepted By: _____ **Title:** _____ **Date:** _____

****NOTE:** Support contracts are not renewed until payment is received. A due on receipt invoice will be generated from this signed contract. Please pay support invoice immediately to avoid disruption of service and potential of 20% reinstatement fee should support date lapse.

Initial: _____



Upgrade Assurance Overview

Converged Technology Professionals, Inc. strives to deliver unparalleled support to our clients and pledges to ensure a pleasant support experience. ShoreTel periodically releases new versions which offer new features, compatibility with new Operating Systems & productivity software, and the occasional bug fix too. To answer the needs of our customers and ensure that our customer's receive maximum value from their investment, we are pleased to offer you Upgrade Assurance.

Terms & Conditions

- CT-Pros will provide project management and remote technician labor, free of charge, to perform 1 upgrade per contract term year. Additional upgrades are billed via change order in advance of upgrade.
- CT-Pros will advise customer on release schedules and current stable build status. Software version is at the discretion of CT-Pros.
- Should a subsequent upgrade be needed to fix a software bug in the version CT-Pros upgraded to, CT-Pros will provide all necessary technician labor to upgrade to the revision including the fix.
- Upgrade maintenance window must be pre-approved by CT-Pros. Maintenance windows will be after 5pm on business days, Tuesday thru Thursday. Mission Critical contract holders are not subject to weekday, holiday, or weekend blackouts as long as the upgrade is pre-scheduled for that time period.
- Server migrations are not included in the scope of this agreement.

Initial: _____

Converged Technology Professionals, Inc
Chicago - Crystal Lake, IL – Milwaukee – Indianapolis, Grand Rapids, MI
www.ct-pros.com Phone: 877-328-7767



ShoreTel[®]
Gold Enterprise Partner



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board

ITEM DESCRIPTION: Liquor License Applications for 2017-2018

PREPARED BY: Jill Kenda-Lubetski, Village Clerk

REPORT DATE: June 1, 2017

RECOMMENDATION: Review and approve/deny the list of applications who have applied to obtain a license for intoxicating liquor and fermented malt beverages.

EXPLANATION: Attached for your review is a listing of the businesses in the Village of Brown Deer who have made application to obtain a license to sell Intoxicating Liquor and Fermented Malt Beverages for the 2017-2018 license period. It should be noted that all the establishments who have filed an application have paid the required fee(s) associated for obtaining such license.

A mandatory background check was conducted by the Police Department of the Agent of each business who filed an application to sell Intoxicating Liquor and Fermented Malt Beverages. The agent for each establishment was approved satisfactorily by the Police Department and the Chief of Police signed off on each agent. The attached listing of liquor applications appeared in the June 1, 2017 edition of the **Now**, the Village's official newspaper for legal publications.

For the first time in 19 years, there are no outstanding taxes, assessments, utility bills, sewer and water bills or any other assessments or claims to the Village that are delinquent and/or unpaid.

Pursuant to State Statutes and the Village Code, all intoxicating liquor license applications must be presented for consideration and approved by the Village Board.

2017-2018 ALB/BLB Liquor Licenses Applications (PENDING APPROVAL)
 Village of Brown Deer, Wisconsin

| Name of Applicant | Trade Name | License Type | Address | Agent | Agent Address |
|-------------------------------------|---|--------------|-------------------------|--------------|------------------------------------|
| Aldi, Inc. (Wisconsin) | Aldi #16 | ALB | 6720 W. Brown Deer Road | Theresa Lynn | N5023 Spearhead Road |
| AppleThai, Inc. | AppleThai Restaurant | BLB | 3900 W. Brown Deer Road | Janechai | 8054 North 38th Street |
| Apple Hospitality Group, LLC | Applebee's Neighborhood Grill & Bar | BLB | 9080 N. Green Bay Road | Prince Sekou | 1248 North 68th Street, Apt. 103 |
| BDL, Inc. | Brown Deer Lanes | BLB | 4715 W. Bradley Road | Kim | 9235 North 60th Street |
| Blue Ribbon Lodging, LLC | Courtyard by Marriott | BLB | 5200 W. Brown Deer Road | Anthony | S77 W32838 Country Lane, East |
| GFTR, Inc. | Family Table Restaurant | BLB | 6598 W. Brown Deer Road | Louis | N114 W15148 Vicksburg Avenue |
| Metavante Corporation | FIS | BLB | 4900 W. Brown Deer Road | Nelson | 1111 East Milwaukee Avenue |
| BDM Hotel, Inc. | Holiday Inn Express | BLB | 4443 W. Schroeder Drive | Alif | 8003 West Knightsbridge Drive |
| Larry's Brown Deer Market, Inc. | Larry's Brown Deer Market | BLB | 8737 N. Deerwood Drive | Dale A. | W58 N393 Johnson Avenue |
| Toto's, Inc. | Otto's Wine and Spirits | ALB | 4600 W. Brown Deer Road | Timothy G. | 151 Debby Lane |
| Sons of Bob, LLC | Park View Pub | BLB | 7651 N. Teutonia Avenue | Jill V. | 7651 North Teutonia Avenue |
| Pastiche, LLC | Pastiche Bistro & Wine Bar | BLB | 4313 W. River Lane | Michael C. | 3626 Menomonee River Parkway |
| Mega Marks, LLC | Pick 'n Save #6867 | ALB | 9200 N. Green Bay Road | Matthew J. | 3751 East Munkwitz Avenue |
| 4134, LLC | Poco Loco Cantina | BLB | 4134 W. River Lane | Stacy L. | 4073 West Rivers Edge Circle, #15 |
| Rollie's Inc. | Rollie's Tavern | BLB | 7751 N. Teutonia Avenue | Sharon | 7741 North Teutonia Avenue |
| Zefarm Assoc., Inc. | Four Points by Sheraton Milwaukee North | BLB | 8900 N. Kildeer Court | Howard M. | 8335 North River Bend Court |
| University Club of Milwaukee | University Club of Milwaukee | BLB | 7401 N. 43rd Street | Patrick | 212 West North Street, Apt. 205 |
| Walmart Stores East LP | Walmart Store #6394 | ALB | 6300 W. Brown Deer Road | Nicole R. | 4724 West Deer Run Drive, Apt. 102 |
| Millonzi's Entertainment Group, LLC | Zi's Sports Pub & Eatery | BLB | 8777 N. Deerwood Drive | Torrey | W192 N5665 Spencers Pass |

Dated this 24th day of May, 2017

Jill Kenda-Lubetski, CMC/WCMC, Village Clerk