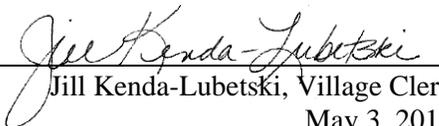


VILLAGE BOARD MEETING
Monday, May 7, 2018
Earl McGovern Board Room, 6:30 P.M.



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: April 16, 2018 – Regular Meeting
 - B) Resolution No. 18-, “Designate the Week of May 20-26, 2018 as Emergency Medical Services Week
 - C) Resolution No. 18-, “Declaring May 20th through May 26th as National Public Works Week”
 - D) Resolution No. 18-, “Declaring May 13th through May 19th as National Police Week”
- V. **New Business**
 - A) Approve Trustee Assignments and Committee Appointments
 - B) Discussion on the Village Board Holding a Town Hall Meeting
 - C) Approve Offer to Purchase on 7680 North Teutonia Ave.
 - D) Ordinance No. 18-, “An Ordinance Amending Chapter 34, Section 34-156 of the Brown Deer Village Code Pertaining to Noise”
 - E) Presentation on Village of Brown Deer Tax Incremental Districts
- VI. Village President’s Report
- VII. Village Manager’s Report
- VIII. Adjournment



Jill Kenda-Lubetski, Village Clerk
May 3, 2018

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
APRIL 16, 2018 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, Schilz, Oates, Springman, Wedward

Also, Present: Michael Hall, Village Manager; Erin Hirn, Assistant Village Manager/ Deputy Clerk; Mike Kass, Chief of Police; Susan Hudson, Comptroller; Matthew Maederer, Public Works Director; Nate Piotrowski, Development Director; Wanda Montgomery, Newly elected Trustee; John Fuchs, Village Attorney

II. Pledge of Allegiance

III. Persons Desiring to be Heard

None

IV. Consent Agenda

- A) Consideration of Minutes: April 2, 2018 – Regular Meeting
- B) March 2018 Vouchers
- C) February 2018 Financial Report
- D) Resolution No. 18-, “A Resolution Honoring Municipal Clerks Week”
- E) Resolution No. 18-, “A Resolution Recognizing Arbor Day on May 12, 2018”

It was moved by Trustee Wedward and seconded by Trustee Springman to approve the consent agenda item. The motion carried unanimously.

V. New Business

- A) Resolution No. 18-, “A Resolution in Appreciation of Robert W. Oates”

President Krueger recognized Bob Oates years of service to the Brown Deer community.

It was moved by Trustee Wedward and seconded by Trustee Springman to approve Resolution No. 18-, “A Resolution in Appreciation of Robert W. Oates”. The motion carried unanimously.

- B) Resolution No. 18-, “Citizen of the Year - Miriam Antos”

President Krueger recognized Miriam Antos as the 2018 Citizen of the Year.

President Krueger also requested information regarding the process of submitting a candidate for next year. Mr. Hall noted that he would inquire through the Senior Citizen’s Club and report back to the board.

Trustee Spingmen suggested we change the name of the award to “Senior Citizen of the Year award”
It was moved by Trustee Springman and seconded by Trustee Quirk to approve Resolution No. 18-, “Citizen of the Year - Miriam Antos”. The motion carried unanimously.

- C) Approval of the Contract Award for the New DPW Facility Project to Mike Koenig Construction for the Base Bid and Alternate Nos. 1-8

Mr. Maederer confirmed that Bids were open March 28th, 6 pre-qualified, and 4 ended up completing the process. Mike Koenig Construction was the lowest bidder with all 8 additional alternates included for 9.137 million. This project should be starting in mid-May and will be completed within 9-11 months.

Trustee Wedward inquired on list of subcontractors. Mr. Maederer reviewed the application and verified the subcontractors are all well-known companies.

Trustee Schilz was concerned on the size of their past projects. Mr. Maederer verified that the company has already been pre-qualified and will go through the bonding process once board approval is reached. The architect will also be on site during the construction of the building. Attorney Fuchs went through the law regarding disqualifying a general contractor and that in this situation there would be little backing to do so.

Trustee Oates asked if there were going to be performance guarantee bonds and date stipulations. Mr. Maederer said this would be written in the contract with the date being 365 days and the bond would be the value of the job.

It was moved by President Krueger and seconded by Trustee Baker to approve the Contract Award for the New DPW Facility Project to Mike Koenig Construction for the Base Bid and Alternate Nos. 1-8". The motion carried unanimously.

D) Approval of the Contract Award for the 2018 Roadway Re-Paving Program to Payne & Dolan

Mr. Maederer confirmed that BIDs were opened March 28th and Payne & Dolan came in the lowest bidder. This project will be on the following streets Clover leaf (67th-60th Street), Calumet (51st-43rd Street), and Terry Ave (54th-Wabash). The project will Start Mid-August and will be ending in October.

It was moved by Trustee Springman and seconded by Trustee Oates to approve the Contract Award for the 2018 Roadway Re-Paving Program to Payne & Dolan. The motion carried unanimously.

E) Approval of an Agreement for Maintenance within Milwaukee County Trunk Highway (CTH) Right-Of-Way Agreement No. 2018D1 as Part of the North Teutonia Avenue/CTH D Reconditioning & West Bradley Road Roundabout Project

Mr. Maederer reviewed the contract with Milwaukee County regarding Brown Deer's responsibility to maintain the landscaping that Brown Deer is scheduling regarding the center of the roundabout.

Trustee Quirk asked if any further discussion had been made about lighting in the center of the roundabout. Mr. Maederer confirmed that conduit will be run to the center; however, there has not been a final decision on lighting. The start date will be early May.

It was moved by Trustee Quirk and seconded by Trustee Schilz to approve an Agreement for Maintenance within Milwaukee County Trunk Highway (CTH) Right-Of-Way Agreement No. 2018D1 as Part of the North Teutonia Avenue/CTH D Reconditioning & West Bradley Road Roundabout Project. The motion carried unanimously.

F) Approve Resolution No. 18-, "In the Matter of the Special Assessment of Culvert and Driveway Approach Costs for the 2018 Ditch Rehabilitation Project"

Mr. Maederer brought to the board the ditch rehabilitation project which will be following the re-paving project. This resolution is to establish a public hearing, the public information meeting will be on Wednesday May 16th. The work will begin mid-June.

It was moved by President Krueger and seconded by Trustee Schilz to approve Resolution No. 18-, "In the Matter of the Special Assessment of Culvert and Driveway Approach Costs for the 2018 Ditch Rehabilitation Project". The motion carried unanimously.

G) Review and Approval of Offer to Purchase, 7600 North Teutonia Avenue

Mr. Piotrowski reviewed the two offers for the purchase of the 7600 N. Teutonia Avenue property by Gielow's Lawn & Garden Equipment as well as the Oak Leaf Landscaping. After close consideration, the CDA decided to approve and move forward to the board the recommendation of Oak Leaf Landscaping. Oak Leaf Landscaping would be building a 3,500-square foot office with a minimum guaranteed value of \$250,000. The Village of Brown Deer also owns another piece of property 3 parcels north that is also vacant and has been offered to Gielow's Lawn & Garden Equipment. If this is accepted it will come back to the board at a later date. This was unanimously approved by the Community Development Authority.

It was moved by President Krueger and seconded by Trustee Quirk to approve Offer to Purchase, 7600 North Teutonia Avenue. The motion carried unanimously.

H) Ordinance 18-, "An Ordinance to Amend Section 121-219 (1) to Allow Towing Operations as a Permitted Use in the M-Manufacturing Zoning District"

Mr. Piotrowski reviewed ordinance amendment in order to allow towing operations as a permitted use between Brown Deer Road, Beaver Creek Parkway, 51st street, and 55th street. The Plan Commission unanimously recommendation this amendment to the board.

It was moved by Trustee Oates and seconded by Trustee Wedward to approve Resolution No. 18-, "An Ordinance to Amend Section 121-219 (1) to Allow Towing Operations as a Permitted Use in the M-Manufacturing Zoning District". The motion carried unanimously.

I) Discussion on the Village Board Holding a Town Hall Meeting

Mr. Hall brought up the possibility of holding a Town Hall Meeting. Further discussion ensued. The trustees agreed upon a Town Hall in either September or October. Planning will begin and the board will be continually updated. Trustee Wedward suggested doing a community poll about topics. Trustee Schilz suggested placing information in magazine. It was suggested that Mr. Hall look into having a town hall located at Badger Meter. The next step after securing a location would be to choose a date, topic, and format of the meeting. Further discussion will be held at the next board meeting.

J) Discussion on What Presentations the Village Board Would Like to See from Staff

Mr. Hall inquired to the board what would like to be seen from staff. The board had the following list of items: Code Compliance, TIFs, Tourism Commission Spending, Dispatch, Fire Department Operations.

VI. Village President's Report

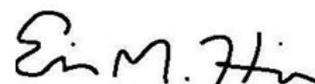
- NSFD meeting offer to purchase the Shorewood building was not accepted and hired 4 new hires and 2 new retirements
- ICC Meeting spoke about starting an Opioid Task Force
- MADACC has a lot of cats <http://madacc.org/adopt/>

Manager's Report

- New Senior Accountant starting in May
- Hired a new Sewer Technician Dan Singer from City Water
- Trustee Montgomery will be sworn in on Friday April 20, 2018 at 11:30

XI. Adjournment

It was moved by Trustee Springman and seconded by Trustee Schilz to adjourn at 7:55 p.m. The motion carried unanimous.



Erin M. Hirn, Assistant Manager/Deputy Clerk

Resolution to designate the Week of May 20-26, 2018
As Emergency Medical Services Week

Resolution No. 18-

WHEREAS, emergency medical services provides a vital public service and delivers important health care in the out-of-hospital setting; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out-of-hospital care, including preventive medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system serving our community consists of North Shore Fire/Rescue paramedics and firefighters; Bayside Communications Center dispatchers; Milwaukee County Office of Emergency Management EMS communicators, instructors, administrators, medical director and quality assurance specialists; emergency nurses, emergency physicians and private ambulance providers; and

WHEREAS, the members of emergency medical services teams engage in hundreds of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, BE IT RESOLVED, that the Village of Brown Deer *in recognition of this event do hereby proclaim the week of May 20 - 26, 2018, as EMERGENCY MEDICAL SERVICES WEEK.*

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 7th day of May 2018.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

A Resolution Declaring May 20th through May 26th, 2018
as National Public Works Week
in the Village of Brown Deer

Resolution No. 18-

WHEREAS, Public Works services provided in our community are an integral part of our citizens’ everyday lives; and,

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public works systems and programs such as stormwater management, sanitary sewerage collection systems, streets, public buildings, solid waste/recycling collection, and parks; and,

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff the Village of Brown Deer Department of Public Works is materially influenced by the people’s attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED by the Village of Brown Deer Board of Trustees, does hereby proclaim the week of May 21st through May 27th, 2017 as National Public Works week in the Village of Brown Deer.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 7th day of May, 2018.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

Gary Springman, Village Trustee

Tim Schilz, Village Trustee

Bob Oates, Village Trustee

Jeff Baker, Village Trustee

Courtney Wedward, Village Trustee

Julie Quirk, Village Trustee

Resolution To recognize National Police Week 2018
and to honor the service and sacrifice of those law enforcement officers
killed in the line of duty while protecting our communities and safeguarding our democracy

Resolution No. 18-

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Brown Deer Police Department;

WHEREAS, there have been 58,627 assaults against law enforcement officers in 2016, resulting in approximately 16,677 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 360 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund’s 30th Annual Candlelight Vigil, on the evening of May 13, 2018;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19;
NOTE: Because May 13, 2018 falls on a Sunday, some events will take place before the official dates of police week 2018;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Brown Deer formally designates May 13-19, 2018, as Police Week in Brown Deer, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer this 16th day of April 2018.

Carl Krueger, Village President

Jill Kenda-Lubetski, Village Clerk

Trustee Committee assignments – May 7th, 2018

Carl Krueger

- Brown Deer Foundation – ***Village President***
- Community Development Authority – ***Village President***
- Plan Commission – ***Village President***
- School Board / Village Board Committee – ***Village President***
- NSFD – ***Village President***
- ICC – ***Village President***
- MMSD – ***Village President***

Tim Schilz

- Plan Commission
- Community Development Authority
- School Board / Village Board Committee

Jeff Baker

- Plan Commission
- Personnel Committee
- Library Board

Gary Springman

- Park and Recreation
- Traffic & Public Safety
- Finance & Public Works

Julie Quirk

- Beautification Committee
- Fourth of July
- Finance & Public Works

Courtney Wedward

- Tourism Commission
- Personnel Committee
- Finance & Public Works

Wanda Montgomery

- Traffic & Public Safety
- Brown Deer Foundation
- Tourism Commission



REQUEST FOR CONSIDERATION

COMMITTEE: Village Board																										
ITEM DESCRIPTION: Committee Assignments																										
PREPARED BY: Carl Krueger, Village President																										
REPORT DATE: May 2, 2018																										
RECOMMENDATION: To approve the attached list of citizen appointments to Village Committees, Commissions, Boards.																										
<p>EXPLANATION: The appointments I would like the Village Board to consider at this time include:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Beautification</td> <td style="padding: 2px;">Brad Kral</td> </tr> <tr> <td style="padding: 2px;">Board of Appeals</td> <td style="padding: 2px;">Paul Zimmer</td> </tr> <tr> <td style="padding: 2px;">Board of Health</td> <td style="padding: 2px;">Barbara Bechtel</td> </tr> <tr> <td style="padding: 2px;">Board of Review</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Building Board</td> <td style="padding: 2px;">Lavern Nall</td> </tr> <tr> <td style="padding: 2px;">CDA</td> <td style="padding: 2px;">Claude Williams, Jr.</td> </tr> <tr> <td style="padding: 2px;">Farmers Market</td> <td style="padding: 2px;">Holly Pett</td> </tr> <tr> <td style="padding: 2px;">Library Board</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Park & Recreation</td> <td style="padding: 2px;">Richard Goehre Elissa Retkowski</td> </tr> <tr> <td style="padding: 2px;">Personnel</td> <td style="padding: 2px;">Don Druckrey</td> </tr> <tr> <td style="padding: 2px;">Plan Commission</td> <td style="padding: 2px;">Paul Zimmer</td> </tr> <tr> <td style="padding: 2px;">Police Commission</td> <td style="padding: 2px;">Mary Lynne Kust</td> </tr> <tr> <td style="padding: 2px;">Traffic and Public Safety</td> <td style="padding: 2px;">Roger Gordon Mike Kass Bob Wazniak G. Neil Wood</td> </tr> </table>	Beautification	Brad Kral	Board of Appeals	Paul Zimmer	Board of Health	Barbara Bechtel	Board of Review		Building Board	Lavern Nall	CDA	Claude Williams, Jr.	Farmers Market	Holly Pett	Library Board		Park & Recreation	Richard Goehre Elissa Retkowski	Personnel	Don Druckrey	Plan Commission	Paul Zimmer	Police Commission	Mary Lynne Kust	Traffic and Public Safety	Roger Gordon Mike Kass Bob Wazniak G. Neil Wood
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<p>I have attached the forms completed by the applicants for your review and information.</p> <p>At the time that I am writing this, several current members have not yet returned their paperwork to me. I expect to have additional sheets for review available in the near future.</p> <p>In addition to those positions, there are several vacancies that need to be filled. I am actively seeking volunteers at this time for all available positions. I have spoken to various people who are considering serving on a committee; however, if you know of any individuals that would be interested in serving on a committee, please let me know.</p> <p>We currently have vacancies on Board of Appeals, Community Development Authority, Finance and Public Works, Brown Deer Foundation, Fourth of July, Park & Rec and the</p>																										

Plan Commission.

As a reminder, the 4th of July Committee and Water Commission appointments are done in September and October, respectively.

Please contact me directly if you have any concerns about your current assignments.

Beautification Committee 1 yr

*Julie Quirk, Chair
*Sandy Manning
*Sarah Bork
*Kelly Graham
*Beverly Lieven
*Kathleen Schilz
*Brad Kral

Board of Appeals 3 yr

*Margaret Jaberg, Chair
*Paul Zimmer
Donna Noe
Jim Farmer
Jeff Jaroczynski
Brad Kral, First Alternate
*Vacant, Second Alternate

Board of Health 1 yr

*Barbara Bechtel

Board of Review 5 yr

*Bill Hoffman
Barry Godshaw
Otto Bunge
Donna Noe
Jim Farmer
Jeff Jaroczynski, First Alternate

Brown Deer Foundation, Inc.

Margaret Jaberg, Vice President
Bob Radke
Tom Lieven, Treasurer
Mike Bohn
Mary Buckley
Anne Lutz
Victoria Walker
*Wanda Montgomery
*Vacant
Village President
Village Manager, Secretary

Building Board 2 yr

Mary Buckley
*Oscar Avila
*Chris Eger
*Lavern L. Nall, Chair
Brad Kral

Community Dev. Authority 4 yr

Carl Krueger, Chair
Tim Schilz
John Coons
Scott Fleming
*Vacant
*Claude Williams, Jr.
Ted Wagner

Finance & Public Works 2 yr

*Gary Springman, Chair
Julie Quirk
Courtney Wedward
Ray Erbe
Tom Lieven
*Vacant
*Vacant

Fourth of July (on 9/1)

*Julie Quirk
John Buckley
Otto Bunge
Ann Griffin
Kathy Farrington
Yvonne Jaber
Donna Zimmer
Roberta Shelton
*Vacant

Library Board 3 yr

Jeff Baker
*SDR - Stephanie Snyder
*Vacant
Wendy Jabas
Anne Lutz, President

NSFD

Carl Krueger - Board
Tom Conlin - Commission

Park and Recreation 3 yr

Gary Springman, Chair
*Richard Goehre
*Elissa Retkowski
Marie Lieber
SDR - Rachel Ledezma

Personnel Committee 1 yr

Jeff Baker, Chair
*Courtney Wedward
*Don L. Druckrey

Plan Commission 3 yr

Carl Krueger, Chair
Tim Schilz
Jeff Baker
Bill Hoffmann
*Vacant
*Ryan Schmitz
Jeff Jaroczynski
Al Walters
*Paul Zimmer

Police Commission 5 yr

Willie Allen
Jim Jiracek
*Mary Lynn Kust
Dennis Lowder
Roy Williams

School Board/Village Board

Carl Krueger
Tim Schilz

Traffic and Public Safety 1 yr

*Gary Springman, Chair
*Wanda Montgomery
*G. Neil Wood
*Roger Gordon
*Alicia Lemke
*Mike Kass
*Bob Wazniak

Water Commission (on 10/1)

Mike Grafwallner
Tim Schilz, President
*Gerald Anderson
Ken Harmon
Zachary Beanland, Sr.

Ad Hoc Committee

Farmers Market

Becky Nelson
*Holly Pett
Carol Butler
Assistant Village Manager

Tourism Commission 1 yr.

Daryl Johnson, Chair
Angela Walters
*Wanda Montgomery
Tim Schilz
Village Manager
Village Treasurer

* = Term Expired/Expiring/
Subject to Change



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) BRAD KRAL

Address: 3061 N 45th ST Phone No.: (414) 362-0860

E-Mail: bkral2@msn.com Years as Brown Deer Resident: 7 1/2

What Village committee(s) are you currently serving on? BEAUTIFICATION / BUILDING / ASSESSMENT / APPEALS

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

Signature: [Handwritten Signature] Date: 04/16/18

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 Reappointment Form

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Name: (as you like to be addressed) Barbara Bechtel

Address: 9251 N. 67th St. Phone No.: 355-6030

E-Mail: BarbBechtel Years as Brown Deer Resident: 10

What Village committee(s) are you currently serving on? Board of Health

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

Signature: Barbara Bechtel Date: April 23, 2018

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: Previous experience in the health department and interest in public health & the community

Qualifications for serving on this group: Preparation in Public Health & Nursing background BSW in nursing from Marquette University

Other Community Involvement: St. City Club, Historical Society, Brown Deer Women's Club, St. Paul's Sr. Club, St. Catherine Sr. Club
Volunteer at the meal program - several committees with the

(Occupation / Employer): County Department on Aging - Past Champion

Family Details: Brown Deer - Deeds Dept

Widow - husband formerly with the fire department - one son deceased

Leisure Activities / Hobbies: Spice activities - traveling - volunteer work & week-ends in Dan County.

Thank you.



Committee/Board/Commission Reappointment Form

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Name: (as you like to be addressed) Lavern Nall
STRASS-MAGUIRE 53092
Address: 6512 W. McQuon Rd, McQuon, WI Phone No.: 414-305-4744
lavern@strassmaguire.com
E-Mail: lavern.nall@grc-il.com Years as Brown Deer Resident: _____

What Village committee(s) are you currently serving on? Building Review Board

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

Signature: Lavern Nall Date: April 30, 2018

Applicant information is subject to public release under state law.

Optional additional information: ON FILE / previous forms.

Why are you interested in serving with this particular group: Experience on this board for many years

Qualifications for serving on this group: Professional engineer and consultant for facades and design of structures for signage, ornamental canopies. Regularly work with architects as consultant for owners and contractors.

Other Community Involvement: _____

Occupation / Employer: Civil Structural Engineer, Strass-Maguire Associates, Inc.

Family Details: _____

Leisure Activities / Hobbies: _____



Committee/Board/Commission Reappointment Form

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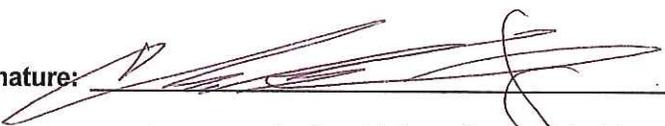
Name: (as you like to be addressed) CLAUDE WILLIAMS JR.

Address: 6247 W. DONGES LANE Phone No.: (414) 365-1514

E-Mail: CLAUDEJR_24@YAHOO.COM Years as Brown Deer Resident: 17

What Village committee(s) are you currently serving on? COMMUNITY DEVELOPMENT AUTHORITY

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

Signature:  Date: MAY 2, 2018

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: HIGH SCHOOL AND COLLEGE BASKETBALL OFFICIAL, HIGH SCHOOL VOLLEYBALL OFFICIAL



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) HOLLY PETT

Address: 4998 W WABASH AVE, 53223 Phone No.: (262) 370-6532

E-Mail: HOLLYPETT12@GMAIL Years as Brown Deer Resident: 3

What Village committee(s) are you currently serving on? FARMERS MARKET

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

Signature: Holly Pett Date: 4/18/18
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: _____

Chad Hoier

From: Richard <cardsrbg13@wi.rr.com>
Sent: Tuesday, April 24, 2018 9:41 AM
To: Chad Hoier
Subject: Rec.



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) Richard Gachne
Address: 8244 N55st Phone No.: 414 354 679
E-Mail: _____ Years as Brown Deer Resident: 57
What Village committee(s) are you currently serving on? Park & Recreation
Would you like to be re-appointed? (circle one) Yes No
Signature: Richard Gachne Date: 4-24-18

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: _____



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Name: (as you like to be addressed) Elissa Retkowski

Address: 9035 N. Bethanne Dr. Phone No.: 414 651-1575

E-Mail: retkow@hotmail.com Years as Brown Deer Resident: 17 years

What Village committee(s) are you currently serving on? Park & Rec

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

Signature: Elissa Retkowski Date: 5/1/18

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: _____



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Name: (as you like to be addressed) DON DRUCKREY
Address: 8395 N GRANDVIEW Phone No.: 354 8941
E-Mail: doridon.druckrey@live.com Years as Brown Deer Resident: 57 YEARS
What Village committee(s) are you currently serving on? PERSONNEL

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

Signature: Don L. Druckrey Date: 4/20/18

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: _____



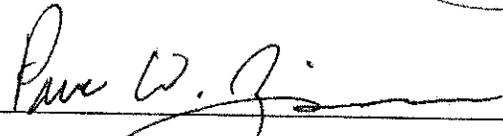
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Name: (as you like to be addressed) Paul Zimmer
Address: 9067 Brandybrook Trail Phone No.: 608-769-4856
E-Mail: Paul.Zimmer@wilaw.com Years as Brown Deer Resident: 1

What Village committee(s) are you currently serving on? Plan Commission / Board of Appeals

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

Signature:  Date: 4/27/18

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: _____



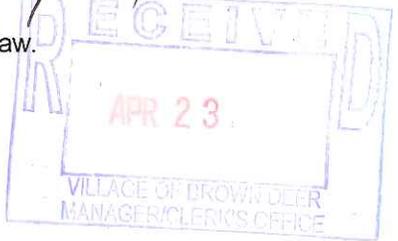
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Name: (as you like to be addressed) MARY LYNNE KUST
Address: 9445 No 49th St Phone No.: 414-688-2781
E-Mail: _____ Years as Brown Deer Resident: 48
What Village committee(s) are you currently serving on? Police Commission
Would you like to be re-appointed? (circle one) Yes No

Signature: Mary Lynne Kust Date: 4/20/18

Applicant information is subject to public release under state law.



Optional additional information:

Why are you interested in serving with this particular group: I AM ABLE TO WORK WITH GREAT PEOPLE, CONTINUE TO LEARN ABOUT THE P.D., ITS STAFF AND CONTRIBUTE TO HIRING.

Qualifications for serving on this group: HAVE SERVED ON THIS COMM. FOR 12 YEARS. I WAS ALSO A TRUSTEE FOR 24 YEARS AND ON OTHER VARIOUS COMMITTEES.

Other Community Involvement: NONE AT THIS TIME. (POLL WORKER)

Occupation / Employer: RETIRED

Family Details: HAPPY GRANDMOTHER OF 3 1/3 GRAND-CHILDREN, AND MOM TO ONE LARGE GERMAN SHEPHERD

Leisure Activities / Hobbies: VORACIOUS READER, HAND CRAFTS, CROSS WORDS, GARDENING (ROSES + ORCHIDS), PACKERS AND BREWERS.



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Name: (as you like to be addressed) Mr. Roger Gordon

Address: 8079 N. 54th St. Phone No.: (414) 355-1680

E-Mail: 10asydad0@gmail.com Years as Brown Deer Resident: 35 yrs.

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

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

Signature: Roger Gordon Date: 4/17/2018

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: _____



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Name: (as you like to be addressed) Mike Kass

Address: 5037 W Radcliffe Dr Phone No.: 414-333-3322

E-Mail: MKass@wi-rr.com Years as Brown Deer Resident: 60 years

What Village committee(s) are you currently serving on? Fast Track + Public Safety

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

Signature: Michael Kass Date: 4/17/18

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: _____



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Name: (as you like to be addressed) Bob WAZNIAK

Address: 8087 N. COBURN Phone No.: 414 313 4925

E-Mail: RWAZNIAK@WI.RR.COM Years as Brown Deer Resident: 34 YRS

What Village committee(s) are you currently serving on? TRAFFIC & PUBLIC SAFETY

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

Signature: [Handwritten Signature] Date: 4/16/18

Applicant information is subject to public release under state law.



Optional additional information:

Why are you interested in serving with this particular group: CAN CONTRIBUTE TO COMMUNITY BY USING MY PROFESSIONAL EXPERIENCE IN TRAFFIC & SAFETY

Qualifications for serving on this group: PROFESSIONAL ENGINEER 26 YRS W/ WISDOT SAFETY PROFESSIONAL 13 YEARS

Other Community Involvement: BDJWC TALK WIFE, ST. CATHERINE'S CHURCH MINISTRIES

Occupation / Employer: RETIRED WISDOT SAFETY ENGINEER / PROGRAM MANAGER

Family Details: WIFE DEBBIE, DAUGHTERS COLLETTE 20 YP KAYLA 19 Y/O

Leisure Activities / Hobbies: PHOTOGRAPHY, RAILROADS, FORENSIC ENGINEERING, CARTOGRAPHY



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Name: (as you like to be addressed) G. Neil Wood

Address: 4091 W Carolann Dr Phone No.: 914-213-1403

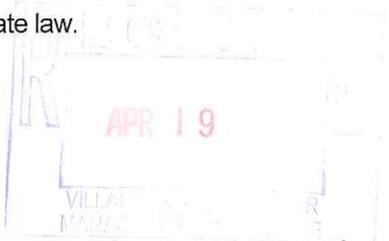
E-Mail: G. Neil Wood @ Outlook.com Years as Brown Deer Resident: 28

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

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

Signature: G. Neil Wood Date: 4/16/18

Applicant information is subject to public release under state law.



Optional additional information:

Why are you interested in serving with this particular group: Interested in knowing what's going on.

Qualifications for serving on this group: Already member

Other Community Involvement: Pat, Bd Appeals, CDA, Finance

Occupation / Employer: TCI, LLC

Family Details: married to Glavia 34 yrs, Son 23
2 grand kids

Leisure Activities / Hobbies: fishing, Motorcycling, lake property management.

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]~~

3 **GENERAL PROVISIONS** The Buyer, MICHAEL GIELOW OR HIS ASSIGNEE
4 _____, offers to purchase the Property

5 known as [Street Address] 7680 NORTH TEUTONIA AVENUE
6 in the VILLAGE of BROWN DEER, County of MILWAUKEE, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** ONE
9 _____ Dollars (\$ 1.00).

10 ■ **EARNEST MONEY** of ~~_____~~ \$ 1.00 accompanies this Offer and earnest money of \$ 1.00
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to ~~listing broker or~~
12 MICHAEL HALL - VILLAGE MANAGER.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 _____
17 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: R-3.

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before April 24, 2018. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): MICHAEL HALL - VILLAGE MANAGER

41 Buyer's recipient for delivery (optional): MICHAEL GIELOW

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 4800 WEST GREEN BROOK DRIVE, BROWN DEER, WISCONSIN 53223

50 Delivery address for Buyer: 6643 NORTH TEUTONIA AVENUE, MILWAUKEE, WISCONSIN 53209

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): MHALL@BROWNDDEERWI.ORG

56 E-Mail address for Buyer (optional): GIELOWS@SBCGLOBAL.NET

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those~~
 65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and _____

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than ~~MAY 25, 2018~~ June 25, 2018
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and _____.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 14 days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 Storage and related office

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned B-3

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK

327 ALL THAT APPLY: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: Storage and related office

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity AT LOT LINE _____;
341 gas AT LOT LINE _____; sewer AT LOT LINE _____; water AT LOT LINE _____;
342 telephone AT LOT LINE _____; cable AT LOT LINE _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (~~Buyer's~~) (Seller's) STRIKE ONE
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within 60 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (~~Buyer obtaining~~) (Seller providing) STRIKE ONE ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within 7 days of acceptance, at (~~Buyer's~~) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of 4.33 acres, maximum of 1.0 acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and:

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 1) UPON CLOSING, THE PROPERTY WILL BE ACCEPTED "AS-IS," "WHERE-IS."

460 2) PROPERTY WILL BE DEVELOPED FOR THE FOLLOWING USE/USES: STORAGE AND RELATED OFFICE.
461 _____
462 _____

463 3) A NEW BUILDING WILL BE BUILT AND FULLY TAXABLE BY JANUARY 1, 2020 AT A FAIR MARKET VALUE OF NO LESS THAN
464 \$150,000.00. IF SAID BUILDING IS NOT DELIVERED BY THIS DATE, THE PROPERTY OWNERSHIP SHALL REVERT BACK TO SELLER.

↑
Land and improvement

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

468 If Buyer defaults, Seller may:

469 ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~
470 ~~(2) terminate the Offer and have ^{SELLER SHALL RECEIVE} the earnest money as liquidated damages; or (b) sue for~~
471 ~~actual damages.~~ THIS SHALL BE SELLER'S SOLE REMEDY.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the ^{BUYER} ~~Party~~ may seek any other remedies available in law or equity.

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

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of ENVIRONMENTAL CONDITION OF PROPERTY.

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

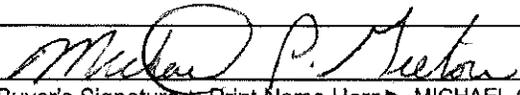
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached ADDENDUM A is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] ATTORNEY JOHN F. FUCHS

536 _____ on APRIL 17, 2018

537 (x)  04/20/18
538 Buyer's Signature ▲ Print Name Here ► MICHAEL GIELOW Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► MICHAEL HALL - VILLAGE MANAGER Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A

This Addendum is made part of a Vacant Land Offer to Purchase dated April 20, 2018 by Michael Gielow (Buyer) for the Property known as 7680 North Teutonia Avenue, Brown Deer, Wisconsin.

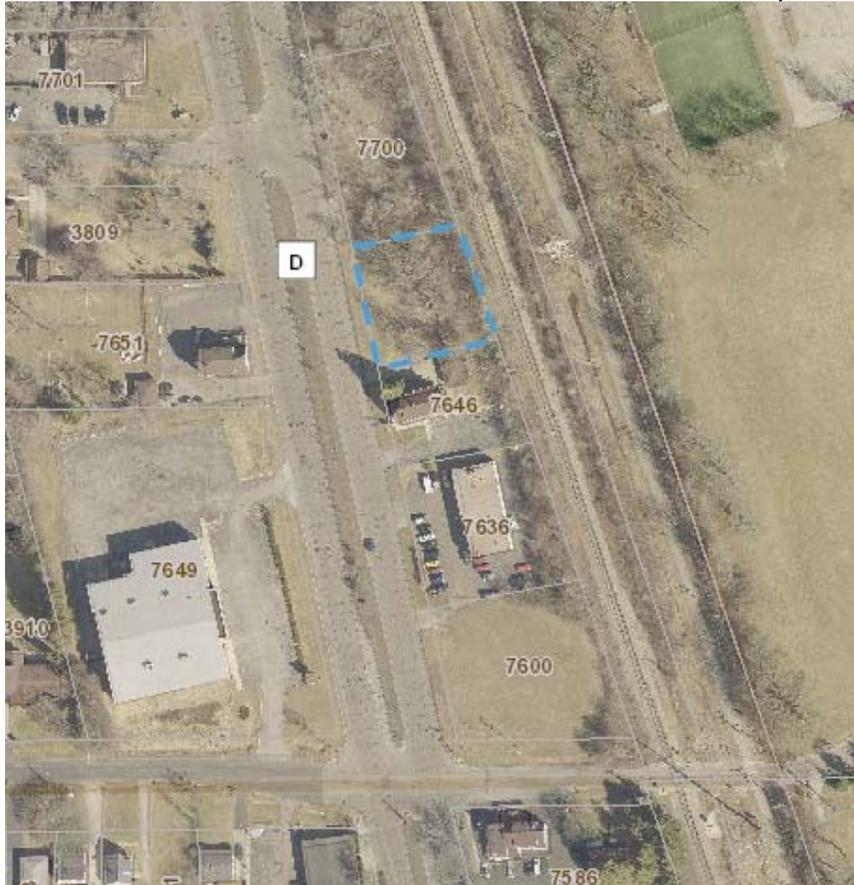
1. For purposes of Lines 370 through 395, Michael Hall, Village Manager, shall be deemed the listing broker.
2. In performing inspection of Property, Buyer shall have the right to do any required testing; Buyer shall restore Property to pre-test condition.
3. Within thirty ¹⁰~~30~~ days after acceptance, Buyer will submit an application for a conditional use permit to Seller, including:
 - Detailed plan of operation for the use describing items such as, but not limited to: hours of operation, number of employees, traffic patterns, parking requirements, trash removal.
 - Preliminary site plan depicting: location of all structures, parking areas, walkways, driveways, signage, open space.
 - Preliminary building elevation(s) and floor plan.
 - Supporting documentation describing purchasers financial and real estate development wherewithal to deliver the project as proposed.
 - Statement describing proposed project assessed value, delivery date of new development and willingness to enter into a development agreement / grantee with the Village of Brown Deer.

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	Village Board
ITEM DESCRIPTION:	Offer to Purchase 7680 N. Teutonia Avenue
PREPARED BY:	Nathaniel Piotrowski, Community Development Director
REPORT DATE:	April 30th, 2018

ANALYSIS:

The Community Development Authority (CDA) recently reviewed two offers for the 7600 Teutonia Avenue property and ultimately selected to sell the parcel to Oak Leaf Landscaping. The other interested party, Gielow's Lawn and Garden Equipment, was advised about another slightly smaller piece of land the Village owns nearby at 7680 N. Teutonia Avenue. This parcel was also reviewed by the CDA who recommended accepting similar terms for its sale, if the Gielow's were interested. The Gielow's examined the property and found it to meet their needs and have submitted an offer to purchase for \$1.00 with the conditions that it be developed by January 1, 2020 at a guaranteed minimum value of \$150,000. Attached is the offer and a map of the parcel in question.



RECOMMENDATION:

Staff and the CDA believe the business owner's proposal is viable and will be a positive development for the long vacant land and the offer should be accepted. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

MEMORANDUM

TO: Village President/Village Board

FROM: John F. Fuchs

RE: Noises Prohibited

DATE: May 4, 2018

Currently, construction noise is prohibited other than for emergencies, or between 7:00 a.m. and 7:00 p.m. on weekends. The latest usurpation of local control by the legislature is that we cannot have a more restrictive prohibition as to construction on weekend than exists on weekdays. I am proposing an Amendment to the Ordinance that changes the language from:

“... between the hours of 7:00 a.m. and 7:00 p.m. on weekdays.”

to:

“... between the hours of 7:00 a.m. and 7:00 p.m.”

The Amendment is attached.

–JFF

ORDINANCE NO. _____

An Ordinance Amending Chapter 34, Section 34-156 of the Brown Deer Village Code
Pertaining to Noises.

The Village President and the Village Board of the Village of Brown Deer, Milwaukee
County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Section 34-156 of the Brown Deer Village Code is hereby amended to provide as
follows:

Section 34-156. Noises Prohibited.

(10) *Construction or repair of buildings, excavation of streets and highways.* The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m. In cases of emergency, construction or repair noises are exempt from this provision. In nonemergency situations, the village manager or his designees may issue a permit, upon application, if the village manager or his designees determine that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m. will not be impaired, and if the village manager or his designees further determine that loss or inconvenience would result to a party in interest. The permit shall grant permission in nonemergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2018.

Countersigned:

Carl Krueger, Village President

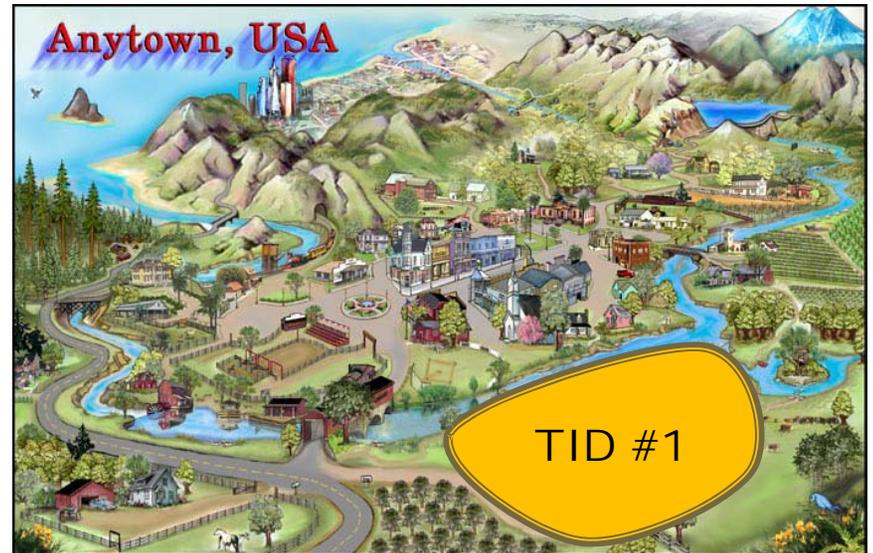
Jill Kenda-Lubetski, Village Clerk



'TID'
Tax Incremental District

What is a TID?

- ▶ A Tax Increment District (TID) is a contiguous geographical area within a municipality consisting solely of whole units of property that are assessed for general property tax purposes.



How is a TID Formed?

- ▶ Village Board – A TID is created through a resolution of the Village Board and two public hearings are required for the citizens to discuss the proposed TID and to discuss the development plan.
 - ▶ A joint review board – Board comprised of individuals from all the taxing entities. They also approve and determine the economic benefits of the TID. They then approve the development plan.
 - ▶ DOR – The TID is also reviewed by the Wisconsin Department of Revenue.
- 

What is a TIF?

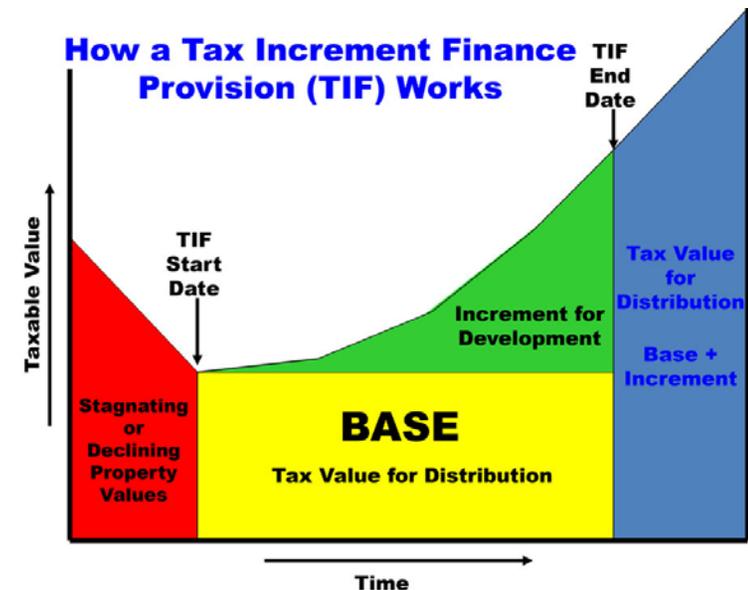
- ▶ Tax Incremental Financing (TIF) is how a City or Village funds improvements and redevelopment projects within the TID. This tax money can only be used within the TID for planned improvements.



How Does a TIF Work?

- ▶ Tax Base – What the land within the TID was worth before the TID was formed. All taxing entities continue to receive taxes based on the ‘tax base’.
- ▶ Increment – What the land is worth, above the tax base, after a property is improved in the TID.

The TID uses the tax money from the new increment or higher assessed value to afford improvements made to the property.



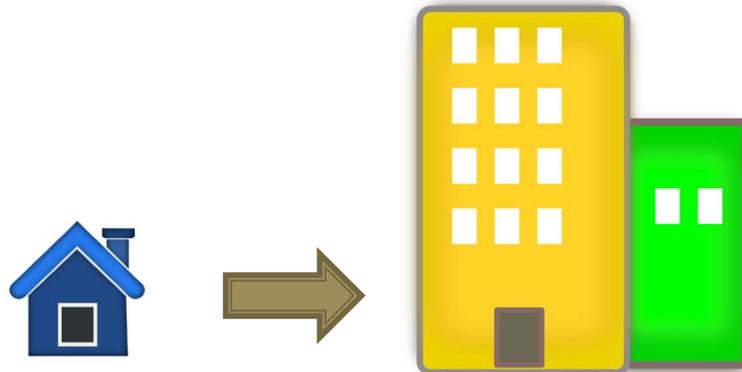
For Example

- ▶ If a \$100,000 property becomes a TID that is the 'tax base'. A developer adds an improvement and now its worth \$1 million. The 'Increment' is \$900,000. All taxing entities would be paid as if it was still valued at \$100,000. The 'Increment' tax is used for paying off the loans for the improvements.
- ▶ Guarantee Value - The developer guarantees they will pay taxes on a minimum of \$1 million in assessed value. The developer over the life of the TID is paying back the loan given to developer by the municipality.



What is the **But-For** Requirement?

- ▶ It is a key statutory requirement.
- ▶ The test derives its name from Wis. Stat. 66.1105(4m)(c) which states, “whether the development expected in the [TID] would occur without the use of [TIF].” Alternatively, the test is often stated as “the development would not occur ‘but for’ the use of TIF.”



TID Duration & Termination

- ▶ Maximum statutory life is 27 years.
- ▶ A TID may be terminated by a resolution from the municipality's government either because the statutory life has been met, because the total tax increments have been paid, or because the governing body chooses to terminate the TID for some other reason.





3 TID's Within the Village

TID #2 – Ending in 2022



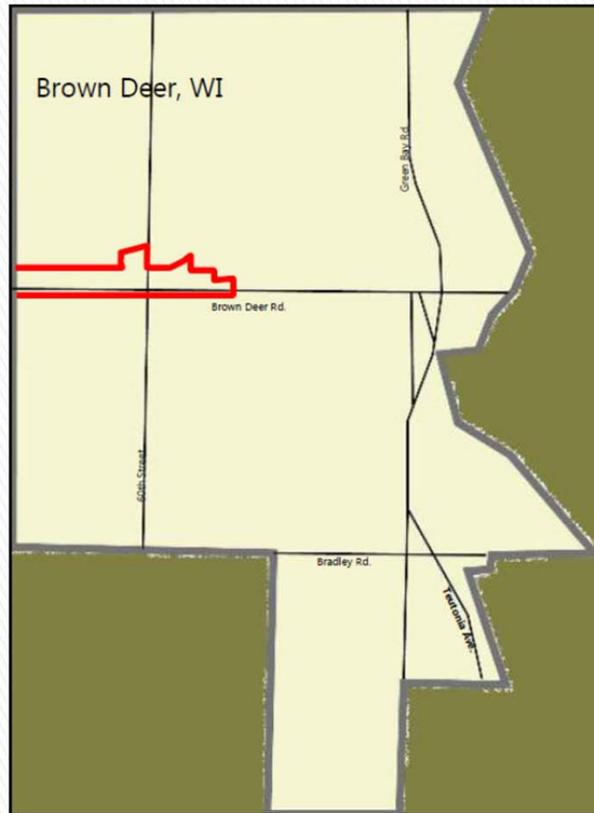
- ▶ Formed 1/16/95
- ▶ Tax Base: \$11,979,900
- ▶ Increment: \$26,366,900
- ▶ Revenues: \$4,664,791
- ▶ Expenditures: \$4,532,473
- ▶ Est. closing balance: \$330,235

TID #2 Financial Analysis from Baird

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2017 Gross Tax Rate (per \$1000 Equalized Value).....	\$31.26
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Year	Background Data					Revenues				Expenditures			TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	
	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid Payment	Investment Proceeds	Total Revenues	Principal	Interest	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery	
	(January 1)													(December 31)		
	Base Value															
	\$11,979,900															
2015	\$39,981,000			\$16,601,500	\$33.18											2015
2016	\$28,581,400			\$26,366,900	\$32.26											2016
2017	\$38,346,800			\$26,366,900	\$31.26	\$535,604	\$742	\$990	\$537,335	\$675,000	\$80,359	\$755,359	(\$218,023)	\$197,917	Per 2016 Audit	2017
2018	\$38,346,800	\$0		\$26,366,900	\$31.26	\$824,112	\$753	\$0	\$824,865	\$695,000	\$64,726	\$759,726	\$65,139	\$45,033		2018
2019	\$38,346,800	\$0		\$26,366,900	\$31.26	\$824,112	\$764	\$225	\$825,101	\$700,000	\$53,094	\$753,094	\$72,008	\$117,040		2019
2020	\$38,346,800	\$0		\$26,366,900	\$31.26	\$824,112	\$764	\$585	\$825,461	\$710,000	\$40,164	\$750,164	\$75,298	\$192,338		2020
2021	\$38,346,800	\$0		\$26,366,900	\$31.26	\$824,112	\$764	\$962	\$825,838	\$730,000	\$25,391	\$755,391	\$70,447	\$262,784		2021
2022	\$38,346,800	\$0		\$26,366,900	\$31.26	\$824,112	\$764	\$1,314	\$826,190	\$750,000	\$8,739	\$758,739	\$67,451	\$330,235	Expenditures Recovered	2022
		\$0	\$0			\$4,656,165	\$4,551	\$4,076	\$4,664,791	\$4,260,000	\$272,473	\$4,532,473				

TID #3 - Ending in 2032



- ▶ Formed 3/7/05
- ▶ Tax Base: \$22,968,900
- ▶ Increment: \$16,301,600
- ▶ Revenues: \$8,703,233
- ▶ Expenditures: \$5,365,505
- ▶ Est. closing balance: \$3,130,914

TID #3 Financial Analysis from Baird

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2017 Gross Tax Rate (per \$1000 Equalized Value).....	\$31.26
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Year	Background Data					Revenues				Expenditures				TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid Payment	Investment Proceeds	Total Revenues	Existing Debt Service	Other Expenses (1)	Other Expenses (2)	Combined Expenditures	Annual Balance	Year End Cumulative Balance (December 31)	Cost Recovery	
	<i>(January 1)</i>																
	Base Value																
	\$22,968,900																
2015	\$33,581,000			\$24,247,100	\$33.18				\$796,513	\$347,333	\$140,000		\$487,333	\$309,180			2015
2016	\$47,216,000			\$16,301,600	\$32.26			\$512	\$524,481	\$335,210	\$140,000		\$590,210		(\$206,814) Per 2016 Audit		2016
2017	\$39,270,500	\$0		\$16,301,600	\$31.26	\$782,269	\$14,244	\$0	\$796,513	\$347,333	\$140,000		\$487,333	\$309,180			2017
2018	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,453	\$512	\$524,481	\$335,210	\$140,000		\$590,210	(\$65,729)	\$36,637		2018
2019	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$183	\$524,365	\$339,810	\$140,000	\$125,000	\$604,810	(\$80,445)	(\$43,808)		2019
2020	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$0	\$524,181	\$339,260	\$140,000		\$479,260	\$44,921	\$1,113		2020
2021	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$6	\$524,187	\$343,216	\$140,000		\$483,216	\$40,971	\$42,084		2021
2022	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$210	\$524,392	\$346,566	\$140,000		\$486,566	\$37,826	\$79,910		2022
2023	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$400	\$524,581	\$349,346	\$140,000		\$489,346	\$35,235	\$115,144		2023
2024	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$576	\$524,757	\$346,358	\$140,000		\$486,358	\$38,400	\$153,544		2024
2025	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$768	\$524,949	\$352,593	\$140,000		\$492,593	\$32,357	\$185,901		2025
2026	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$930	\$525,111	\$353,033	\$140,000		\$493,033	\$32,078	\$217,979	Expenditures Recovered	2026
2027	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$1,090	\$525,271	\$27,781	\$140,000		\$167,781	\$357,490	\$575,469	Expenditures Recovered	2027
2028	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$2,877	\$527,059	\$27,188			\$27,188	\$499,871	\$1,075,341	Expenditures Recovered	2028
2029	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$5,377	\$529,558	\$26,563			\$26,563	\$502,996	\$1,578,336	Expenditures Recovered	2029
2030	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$7,892	\$532,073	\$25,938			\$25,938	\$506,136	\$2,084,472	Expenditures Recovered	2030
2031	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$10,422	\$534,604	\$25,313			\$25,313	\$509,291	\$2,593,763	Expenditures Recovered	2031
2032	\$39,270,500	\$0		\$16,301,600	\$31.26	\$509,516	\$14,666	\$12,969	\$537,150				\$0	\$537,150	\$3,130,914	Expenditures Recovered	2032
		\$0	\$0			\$8,425,003	\$234,019	\$44,210	\$8,703,233	\$3,585,505	\$1,540,000	\$240,000	\$5,365,505				

TID #4 – Ending in 2032



- ▶ Formed 3/7/05
- ▶ Tax Base: \$19,798,600
- ▶ Increment: (\$621,900)
- ▶ Revenues: \$104,349
- ▶ Expenditures: \$4,826,547
- ▶ Est. closing balance: (\$6,940,652)

TID #4 Financial Analysis from Baird

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2017 Gross Tax Rate (per \$1000 Equalized Value).....	\$31.26
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Year	Background Data					Revenues				Expenditures		TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	
	TIF District Valuation (January 1)	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Computer Aid Payment	Investment Proceeds	Total Revenues	Existing Debt Service	Combined Expenditures	Annual Balance	Year End Cumulative Balance (December 31)	Cost Recovery	
	Base Value \$19,798,600														
2015	\$21,373,800			(\$982,300)	\$33.18										
2016	\$18,816,300			(\$621,900)	\$32.26										
2017	\$19,176,700			(\$621,900)	\$31.26	\$0	\$6,120	\$0	\$6,120	\$358,192	\$358,192	(\$352,072)	(\$2,218,454) <small>Per 2016 Audit</small>		
2018	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,210	\$0	\$6,210	\$357,244	\$357,244	(\$351,034)	(\$2,921,560)		
2019	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,301	\$0	\$6,301	\$355,925	\$355,925	(\$349,624)	(\$3,271,184)		
2020	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,301	\$0	\$6,301	\$354,343	\$354,343	(\$348,042)	(\$3,619,226)		
2021	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,301	\$0	\$6,301	\$357,233	\$357,233	(\$350,932)	(\$3,970,158)		
2022	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,394	\$0	\$6,394	\$354,616	\$354,616	(\$348,222)	(\$4,318,380)		
2023	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,488	\$0	\$6,488	\$356,430	\$356,430	(\$349,942)	(\$4,668,322)		
2024	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,488	\$0	\$6,488	\$357,566	\$357,566	(\$351,078)	(\$5,019,400)		
2025	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,488	\$0	\$6,488	\$353,173	\$353,173	(\$346,685)	(\$5,366,086)		
2026	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,583	\$0	\$6,583	\$353,197	\$353,197	(\$346,614)	(\$5,712,700)		
2027	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,680	\$0	\$6,680	\$357,442	\$357,442	(\$350,762)	(\$6,063,462)		
2028	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,680	\$0	\$6,680	\$355,964	\$355,964	(\$349,284)	(\$6,412,746)		
2029	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,680	\$0	\$6,680	\$280,131	\$280,131	(\$273,451)	(\$6,686,197)		
2030	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,778	\$0	\$6,778	\$275,090	\$275,090	(\$268,311)	(\$6,954,509)		
2031	\$19,176,700	\$0		(\$621,900)	\$31.26	\$0	\$6,878	\$0	\$6,878		\$0	\$6,878	(\$6,947,631)		
2032						\$0	\$6,979	\$0	\$6,979		\$0	\$6,979	(\$6,940,652)		
		\$0	\$0			\$0	\$104,349	\$0	\$104,349	\$4,826,547	\$4,826,547				