

**VILLAGE BOARD MEETING**  
**Monday, November 18, 2013**  
**Earl McGovern Board Room, 6:30 P.M.**



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

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: November 4, 2013 – Regular Meeting
- V. New Business
  - A) Presentation by Dan Driscoll, North Shore Dispatch Center Director - **Village Manager**
  - B) Approve Village Assessment Services - **Trustee Oates**
  - C) Approve Renewal of Professional Engineering Agreement with Ayres Associates - **Trustee Oates**
  - D) Approval of MOU with City of Mequon for County Line Road Reconstruction Design - **Trustee Oates**
  - E) Approve Design Services for County Line Road Reconstruction with the City of Mequon - **Trustee Oates**
  - F) Approve Law Enforcement Mutual Aid Agreement with the North Shore Communities - **Village Manager**
  - G) Approve Municipal Services Aid Agreement with the North Shore Communities - **Village Manager**
  - H) Approval and Consideration of Vouchers - **Trustee Oates**
  - I) Approve Gateway Signs and Landscaping on Brown Deer Road - **Trustee Boschert**
  - J) Approve Village Board Meeting Schedule for 2014 – **Village Manager**
  - K) Report on September 2013 Financial Reports – **Treasurer / Comptroller**
  - L) Approve Request for Extended Holiday Hours – **Assistant Village Manager**

- VI. Unfinished Business
  - A) Approve Request for Extended Holiday Hours from Kohl's - **Assistant Village Manager**

VII. Committee Reports

*This is an opportunity for Board Members to Report on their Respective Committees, Commissions, and Boards of which they serve as a member. Matters that require no action or approval.*

VIII. Village President's Report

IX. Village Manager's Report

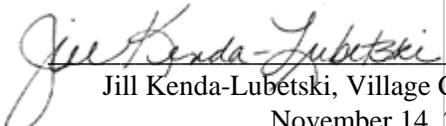
X. Recess into Closed Session pursuant to §19.85(1) (e)(g) Wisconsin Statutes for the following reasons:

- (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

- A) Investment of Public Funds (TIF #3)
- B) United Apostolic Church

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

XII. Adjournment

  
Jill Kenda-Lubetski, Village Clerk  
November 14, 2013



*It was moved by Trustee Springman and seconded by Trustee Boschert to adopt Resolution No. 13-, "In the Matter of Adopting the 2014 Annual Budget Establishing the Property Tax Levy for the Village of Brown Deer". The motion carried unanimously.*

### **B) GFOA Distinguished Budget Presentation Award**

Mr. Hall stated that the Village received notification from the Government Finance Officers Association (GFOA) that the Village of Brown Deer received the Distinguished Budget Presentation Award for the 2013 budget that was prepared by the former Treasurer/Comptroller, Bridget Souffrant. Mr. Hall noted that our current Treasurer/Comptroller, Susan Hudson, was also instrumental with the preparation of the 2013 budget. This award is the highest form of recognition in governmental budgeting and represents a significant achievement for the Village. A Certificate of Recognition for Budget Presentation was forwarded to the Village.

### **C) Requests for Extended Holiday Hours by Various Retailers**

Mr. Hall reviewed Matt Janecke's memorandum outlining the special extended hours requested by American TV, Burlington Coat Factory, Old Navy, Kohl's, McDonald's and Walgreens. He also explained that the six retailers who are submitting requests were all made aware of the ordinance that was passed in 2012, stating that any retailers requesting additional operating hours outside the normal operating hours listed in the Village's code of ordinance will have to split the cost to provide extra public safety measures.

Mr. Hall detailed the specific number of additional hours, dates and times each retailer is requesting.

Brad Holtzen, Vice President/District Manager for Kohl's, was in attendance to answer any questions regarding the special hours request submitted by Kohl's.

Chief Rinzel stated that it is very difficult to have adequate staff available on a holiday. He stated that there are normally three (3) people assigned to work each shift. However, with the special hours requests received from six of the retailers, he will need to have six (6) people working. He also reported that because of it being a national holiday, it is very difficult to get people to volunteer on these dates and times and that he will ultimately have to order people to work.

Chief Rinzel also reported that American TV has not requested an officer be assigned to their store exclusively this year.

Trustee Boschert asked if the request for Kohl's was exclusive to just our area only.

Mr. Holtzen responded that the requests for these hours are nationwide.

Chief Rinzel stated he knows other municipalities are denying the request to remain open for three consecutive days (90 hours); specifically, he stated that the Glendale Common Council denied the same request one week ago.

Chief Rinzel also stated that something was just brought to his attention today regarding a request for barricades for a protest at the Kohl's store by an organization. He said his department is investigating the matter.

It was noted that the request from Walgreens is only for the month of December to remain open one extra hour (11:00 p.m. to 12:00 midnight) from December 1-24.

Trustee Oates opined that his position is the same as it has been for the past six or seven years. He is basically opposed to any type of special extended holiday hours.

President Krueger asked Attorney Fuchs what options the Village Board has with approving and/or denying special events requests for multiple days.

Attorney Fuchs stated that the Village Board has the authority to grant as requested, deny and/or modify special events requests.

Mr. Holtzen advised the Thanksgiving/Black Friday special hours have been announced and are currently being promoted. He stated the December 21-24 special hours to remain open for 90 consecutive hours has not been announced to the general public and there has been no promotion.

Attorney Fuchs clarified that Kohl's was bringing two issues before the Village Board for consideration. He said the Village Board can act on one or both of the requests this evening.

It was the consensus to approve all of the requests received for special extended holiday hours, with the exception of the Kohl's request to remain open for 90 consecutive hours (December 21-24). President Krueger requested staff work with the management at Kohl's to reach some agreeable hours and times that Kohl's could be open during this three-day period.

*It was moved by Village President Krueger and seconded by Trustee Weddle-Henning to approve the special requests made for Extended Holiday Hours by American TV, Burlington Coat Factory, Old Navy, Kohl's, McDonald's and Walgreen's, with the exception of the Extended Holiday Hours request by Kohl's to remain open from December 21-24, 2013 for 90 consecutive hours. The motion passed 4-1, with Trustee Oates voting in opposition.*

#### **VIII. Village President's Report**

Village President Krueger stated that he had no report.

#### **IX. Village Manager's Report**

Mr. Hall reminded the Village Board that reservations are due for the Brown Deer/Granville Awards Dinner and Ceremony that will be held on Thursday, November 14, 2013 at the Four Points Sheraton.

Trustee Weddle-Henning asked for an update on what happened at the 60th Street Open House that was held on Tuesday, October 29, 2013.

Mr. Hall offered an overview of the meeting that he said lasted over two hours. He said several residents appeared and expressed their pleasure as well as their dislike for the proposed changes.

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

- (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

1. Papa John's

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 7:08 p.m. The motion carried unanimously.*

*It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to reconvene into Open Session at 7:19 p.m. The motion carried unanimously.*

**XI. Reconvene into Open Session for Possible Action on Closed Session Deliberations**

No action was taken.

**XII. Adjournment**

*It was moved by Trustee Weddle-Henning and seconded by Trustee Oates to adjourn at 7:20 p.m. The motion carried unanimously.*

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Jill Kenda-Lubetski, Village Clerk

## **Bayside Communications Center Performance Review for 2013**

Presented by:

Dan Driscoll, Bayside Communications Center Director

Monday, November 18, 2013

## **EXECUTIVE SUMMARY**

In an effort to complete consolidation of dispatch services for the North Shore Communities, the Bayside Communications Center (BACC) set objectives for reshaping an organization and achieving capability for accreditation by the Commission on Accreditation for Law Enforcement Agencies or CALEA.

This report describes the objectives set for 2013 and key developments encountered over the course of the past year focusing on services provided as part of the Brown Deer Police Department. This report presents issues and trends specific to BACC performance. Included in this report are the following:

- Emergency and Non-Emergency Call Volume
- Fire and Police Dispatch Volume
- Training and Professional Development Programs

Analysis of this data indicates improvement by BACC personnel in key areas; identifies areas requiring additional attention; and suggests approaches for more efficient and effective use of resources. Recommendations in the report include:

- Increasing department reviews of dispatcher performance
- Measuring BACC performance and reporting monthly
- Increasing oversight from the Chiefs of Police

Bayside Communications Center Performance Review 2013

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**PURPOSE OF THIS REPORT**

This report is prepared upon the direction of the Brown Deer Board of Trustees for the purpose of ensuring BACC provides the full scope of services described in the Dispatching Services Agreement.

**OPERATIONS PROFILE**

The Bayside Communications Center (BACC) provides a 24-hour Public Safety Answering Point, or PSAP, receiving emergency and non-emergency calls from the communities of Brown Deer, Fox Point, Glendale, River Hills, Shorewood, Whitefish Bay, and Bayside. BACC is staffed by nineteen Telecommunicators assigned to one of three eight-hour shifts and teams of four to five persons. Telecommunicators are required to answer all calls and trained to determine the type of incident and location, and dispatch Fire and or Police. Operations, policies and procedures are determined by instructions and directives of the Police and Fire Departments, and overseen by Chief Appointed Law Enforcement Officers comprising an Operations Advisory Committee.

**OBJECTIVES IN 2013**

The primary objectives of the BACC in early 2013 involved developing and sustaining proficiencies when dispatching Fire and Police and stabilizing the work force. These efforts were aimed for completion prior to implementing the *Phoenix*® Computer Aided Display and Record Management System in late 2013. The BACC is progressing toward completion of some objectives set for 2013 but fell short in others due to increasing call and dispatch volumes.

<b>BACC Self-Assessment</b>	<i>Incomplete</i>						<i>Complete</i>				
Transition to North Shore-wide standard operating procedures											
Implement Phoenix Computer Aided Display and Record Management System											
Stabilize Communications Center workforce											
Implement Continuity of Operations Plan											
Establish Strategic Plan for development and operation of the BACC											

- **Transition to North Shore-wide standard operating procedures.** The process of standardizing operating procedures is ongoing. The BACC responsiveness to NSFD requirements such as Shared Services Agreements, MABAS upgrades, and weekly evaluation of response times are success stories. There is a need to more readily adapt to ad hoc and emerging needs of individual Police Departments.
- **Implement Phoenix Computer Aided Display and Record Management System.** The BACC met all milestones established for implementation of the Phoenix CAD/RMS.
- **Stabilize Communications Center workforce.** The BACC realized nineteen full-time, qualified dispatchers in June 2013. Changes in scheduling practices were introduced beginning in May with some positive effects for Departments. More uniformity is needed across the three work shifts.
- **Implement Continuity of Operations Plan.** A late start in finalizing an agreement with Oak Creek Dispatch Center to serve as mutual back-up PSAPs, combined with an ambitious joint-center training plan delayed some key objectives until 2014.
- **Establish Strategic Plan for development and operation of the BACC.** Inventory of all BACC equipment; professional development programs, state and county radio systems; Disaster Preparedness/Emergency Recovery and other initiatives in various stages of completion delayed until 2014.

## **DEVELOPMENTS IN 2013**

Increasing Call Volume across the North Shore is the most the most significant development affecting BACC operations in 2013. Increasing call volume is attributed to the routing of wireless calls, previously directed to Milwaukee Police, to the BACC. This effort was completed in Spring 2013 and the effects continue to be monitored. Currently, the Communications Center receives approximately 10,000 calls per month compared to monthly averages of 7,000 calls per month in 2012. Historically, calls are concentrated in the afternoon and early evening hours between 1:00 PM and 8:00 PM. Call volume is lowest in the early and mid-morning hours between 2:00 AM and 5:00 AM.

The answering of emergency calls leads to a corresponding action of dispatching calls to Fire and Police. As a general rule, six out of ten calls received by the Bayside Communications Center merit a response by Fire and Police resources. The volume of responses mirror the volume of calls. Most responses, or dispatches to Officers are concentrated in the afternoon and early evening hours between 1:00 PM and 8:00 PM. Call volume is lowest in the early and mid-morning hours between 2:00 AM and 5:00 AM.

To date, the BACC is managing increasing call volume evident by answering ninety six-percent of all calls within ten seconds. A second measure and positive indicator is the overall number of resident complaints of BACC operations. The BACC received six complaints from North Shore residents since February 2013.

The negative effects of increasing call volume on BACC performance are seen when dispatching calls. Negative effects attributed to increasing call volume are missed radio calls; sub-standard phone etiquette; and improper data entry.

Other key developments experienced by the BACC are:

- Addition of a Supervisor and two Telecommunicators completing a nineteen-person staffing plan and allowing increased time for individual training and inter-department training.
- Finalization of an agreement with Oak Creek Police Department to serve as mutual PSAP back-up locations and start of inter-department training focused on major crisis/disaster preparedness.
- Preparations to join the Wisconsin Interoperable System for Communications and gaining statewide interoperability in the event of a major disaster or large-scale incident.

## Brown Deer Police Department Focus

The Brown Deer Police Department is the most proactive of the North Shore Police Departments in addressing policy and procedural shortfalls in BACC operations. The BACC began actively recording department complaints in February 2013 and the relationship between increasing Call Volume and BACC performance was evident when reviewing issues presented by the Brown Deer Police Department. The majority of comments and inputs from Brown Deer can be characterized as improving Officer Safety, department effectiveness as well as service to Brown Deer residents.

### Brown Deer Incident Reviews - 2013

11/2 Vehicle Impound Policy  
10/26 Inaccurate Address  
10/20 Incomplete Caller Information  
9/16 Pitney-Bowes  
9/5 PNB (actual Crime Scene)  
9/1 Authorization for entry  
8/30 Failure to dispatch 911 call  
8/21 PDO Accident Protocols  
7/21 Overnight Parking Permission  
7/15 Tri City Bank Activity  
7/4 Search Warrant  
7/4 Inaccurate Address/Fireworks  
7/4 Officer Call-In Procedures  
6/20 Parking Citation  
6/5 WINS Operations  
6/3 Retail Theft/Gas Drive-Off  
5/29 Criminal History Information  
5/23 Department Listings  
5/21 Inaccurate Address/Auto Lock-Out  
5/13 Inaccurate Address  
5/1 Inaccurate Information/Sexual Assault  
4/30 Radio Procedures  
4/8 K-9 Unit Information  
4/2 Inaccurate CAD Entry/Prime Time Pub  
3/8 Burglary  
2/11 Brown Deer Lanes

#### Persistent Challenges

- Officer Safety
- Inaccuracies when collecting information
- Errors in Record Entries
- Incomplete information in radio dispatches

Reviews of these events, evenly distributed throughout the past nine months and often conducted with Brown Deer Officers, identified the BACC's list of **Persistent Challenges** and influenced the development of the BACC Training Plan for 2013.

### **Brown Deer Police and BACC Integration.**

The Brown Deer Police Department routinely initiates training events for BACC personnel and actively includes BACC in operational planning. Training and planning events involving the BACC in 2013 are:

- **April 9-Northwest Burglary Initiative**
- **April 10, 17 and 25-Department Training**
- **May 7-Video Feeds, Brown Deer Schools**
- **Community Vibes (June, July, August)**
- **Fourth of July**
- **August 21 – Panic Button Exercise**
- **October 1 – DV Training**
- **October 2 - Citizen Police Academy**

### **BACC Changes in 2013**

Recognition of increasing Call Volume, lessons observed from Police Department input and review, and internal evaluation of BACC policies and practices led to the following adjustments and changes in BACC operations.

- |                    |   |
|--------------------|---|
| <b>April-</b>      | Operations Reviews with NSFR  |
| <b>June-</b>       | Required Training Hours   |
| <b>June-</b>       | NENA and APCO-based training  |
| <b>June-</b>       | Emphasis on Department <i>Ride-Alongs</i>   |
| <b>June-</b>       | Operations-driven scheduling  |
| <b>July -</b>      | Supervisor Review of Call Techniques and Radio Dispatches (July 2013)   |
| <b>August -</b>    | BACC Director Review for all events characterized as Domestic Violence, when weapons are reported, Officer Safety is an issue, and any event when threats to residents and businesses are immediate |
| <b>September-</b>  | Participation in Dispatcher In-Service, Milwaukee County Training Facility  |
| <b>September -</b> | Realignment of the BACC from under the Bayside Police Department allowing more direct access for other North Shore departments  |
| <b>September –</b> | Communications Center Monthly Report  |
| <b>September-</b>  | Performance Analysis of Scheduling and Staffing Policies, Procedures  |

## **BACC CHANGES IN 2014**

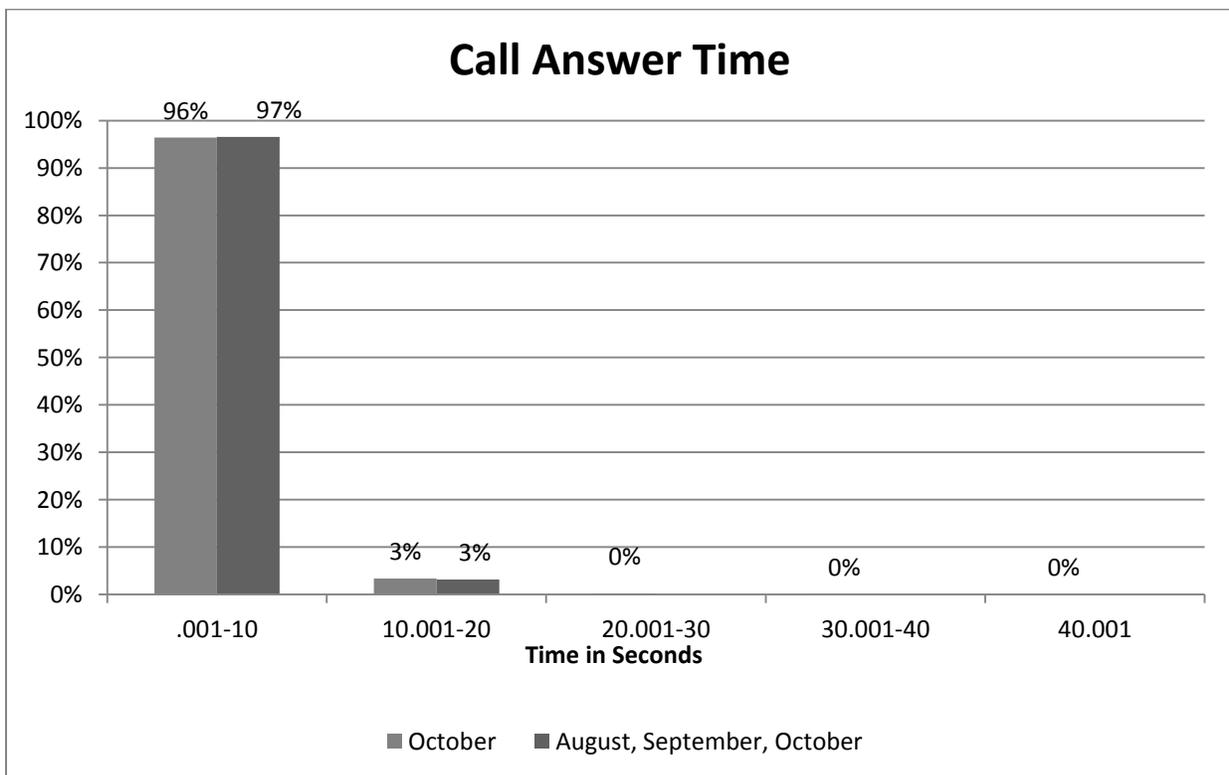
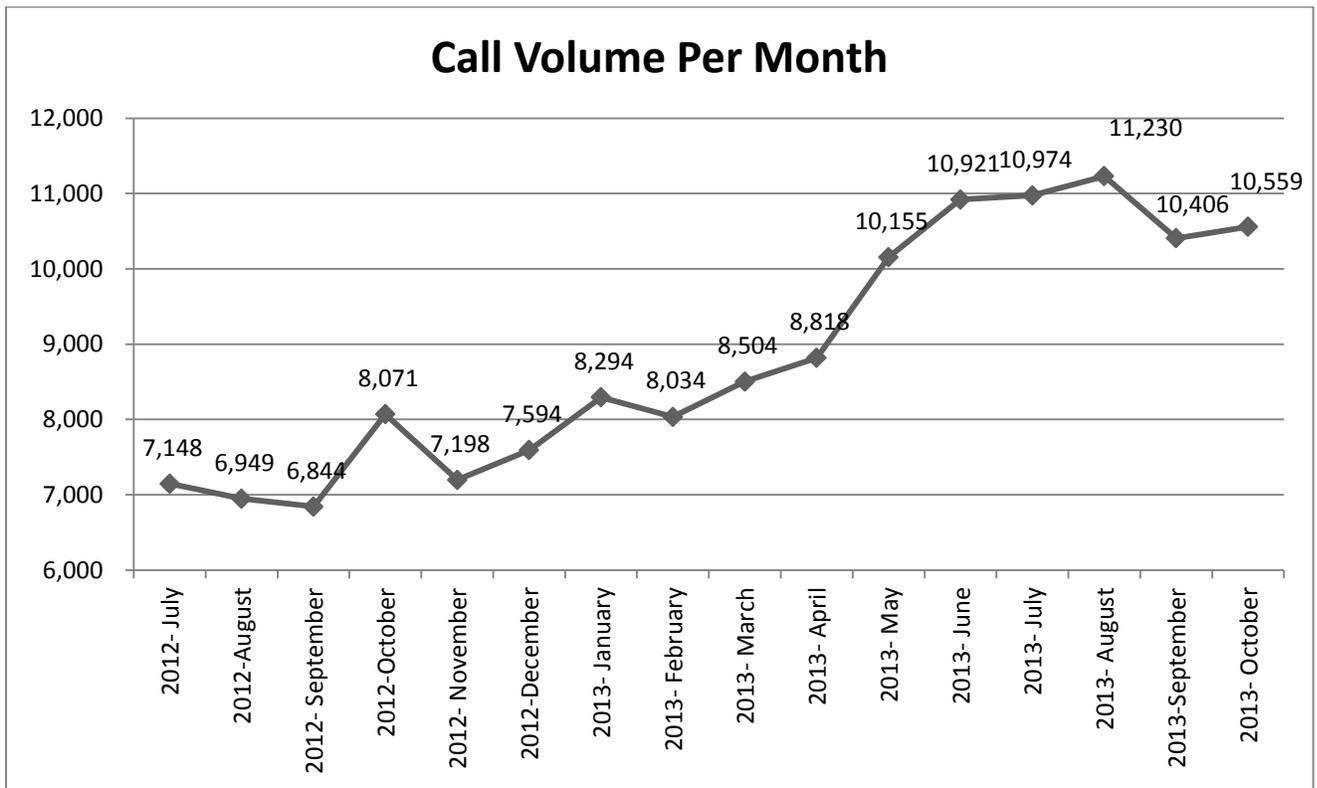
Planned changes for the BACC in the next twelve months for the purpose of improving performance include:

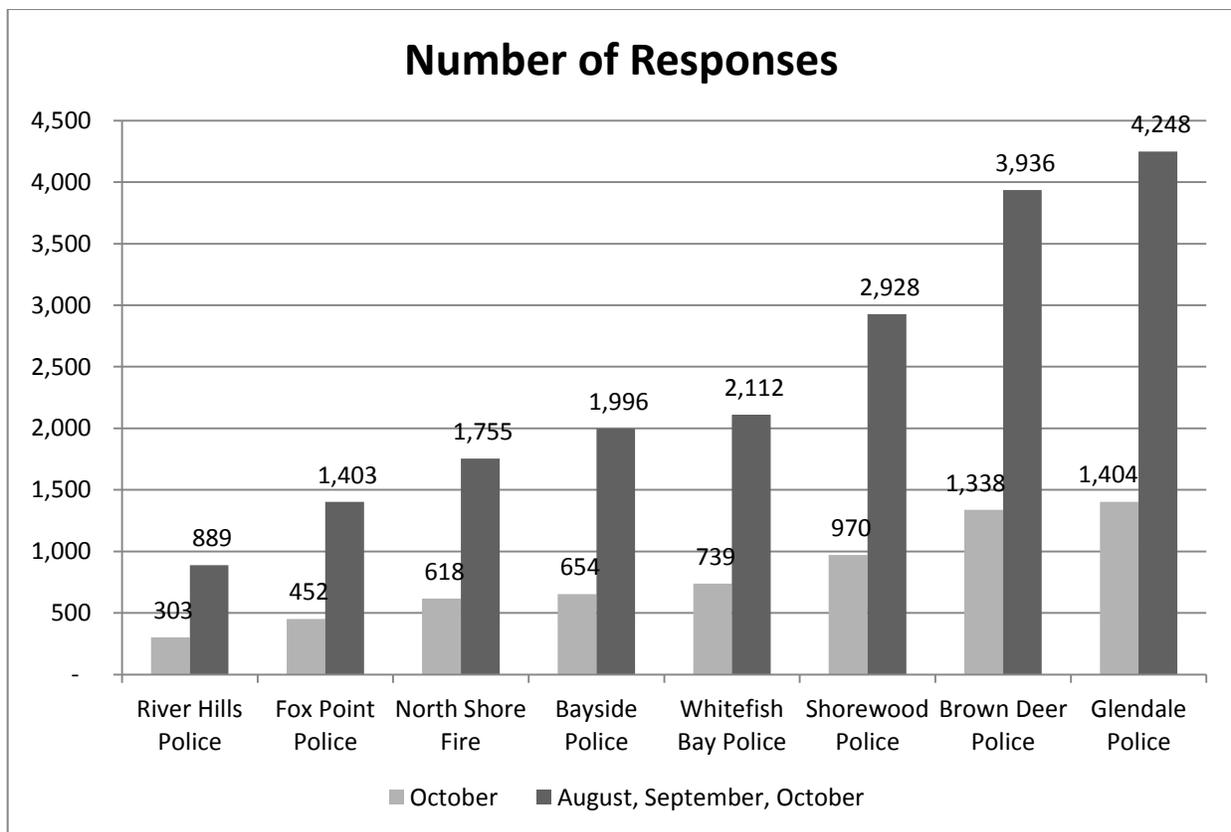
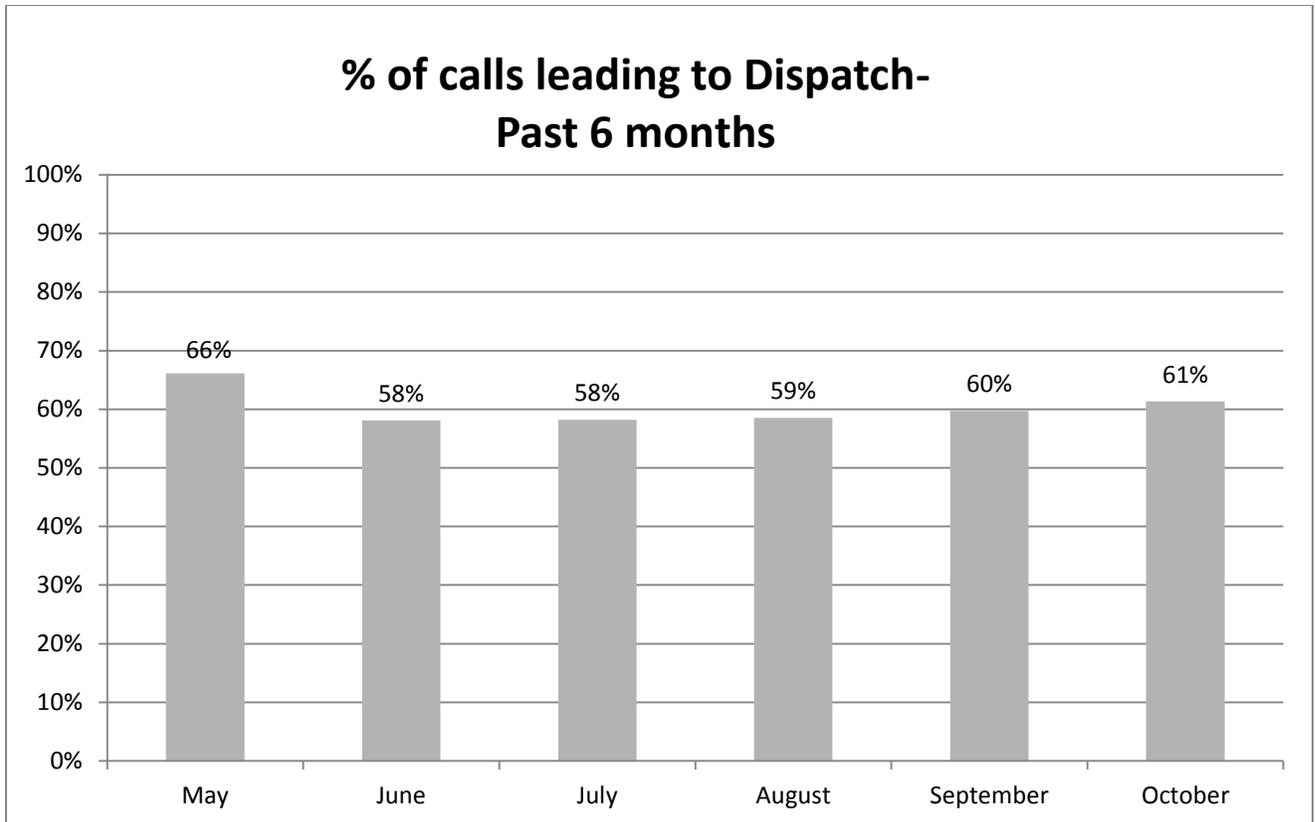
- **Combined Police-BACC Training**
- **Emergency Number Professional Certifications**
- **Flexible Scheduling**
- **Automated Complaint Procedure**

## **CONCLUSIONS AND RECOMMENDATIONS**

The following initiatives to improve BACC performance in 2014 are recommended:

- Increased Oversight by Chiefs.** The BACC attends Police Chief Meetings at least quarterly to report emerging trends and provide recommendations for improving communications services.
- Officer-led Performance Review Boards.** Allow Department officers to review events when Officer Safety is compromised or placed at risk; loss of life; major property damage.
- Monthly Department Surveys.** Regularly survey BACC performance for the purpose of identifying emerging trends and tailoring training programs to be more responsive to Department and Officer needs.
- Multi-Department Active Assailant/Active Shooter Exercises.** Integrate Department and BACC training for major incidents and aggressively test policies, procedures and training.
- Missing Person Initiative.** Solicit resident information enabling the timely and safe recovery of Alzheimer's patients and persons with autistic characteristics.





June 24, 2013

Subject: BAYSIDE COMMUNICATIONS CENTER (BCC) PROFESSIONAL DEVELOPMENT PROGRAM AND SCHEDULE, JULY 2013 THROUGH DECEMBER 2013

Enclosure: BCC Six Month Training Calendar, July-December 2013

1. Overview. Training and professional development opportunities are provided to all Communications Center Personnel for the objectives of enhancing Public Safety, individual performance and proficiencies, and fulfilling the Vision and Values of the Village of Bayside.
2. Training Priorities. The following topics and issues are training priorities for this period:
  - Radio Protocol and Channel Management
  - Severe Weather/Tornado Watch/Warning Procedures
  - Shared Service Agreement and Procedures
  - Phoenix CAD/RMS Policies and Procedures
  - Wisconsin TIME System
  - Disaster Preparedness and Recovery
3. Training categories are as follows and provided in the following formats and venues:
  - **All Department Meetings.** All Department Meetings are held twice a year in the Police Department Training Room and attendance is considered mandatory. All Department Meetings generally consist of award ceremonies; discussion of Village policies, pay and benefits; reviews and assessments of Communications Center practices and procedures.
  - **Annual Training.** Annual Training objectives are distributed throughout the year and emphasize substantive Village and Department-level issues such as Equal Opportunity, Safety, State laws and regulations, and department policies. Annual Training objectives are disseminated via hard copy or electronic form to individual Telecommunicators with given due dates for completion. The Communications Center Director documents and reports completion to the Chief of Police.
  - **Monthly.** Monthly Training issues are often repeated throughout the year and emphasize policies, procedures, techniques and best practices of the Communications Center such as radio procedures, call techniques, CAD/RMS, and T.I.M.E. Monthly Training objectives are disseminated via hard copy or electronic form to individual Telecommunicators with

given due dates for completion. The Supervisor documents and reports completion to the Communications Center Director.

- **Weekly.** Weekly Training issues are assigned by Supervisors to one or more Telecommunicators during duty-hours for the purpose of maintaining proficiencies and currencies with Center systems, updating references and checklists. Examples of Weekly Training issues are WISCOM Roll Call, Saturday Siren Testing, S.M.A.R.T., attending local conferences, visiting local departments, and equipment familiarization. Individual Telecommunicators report completion to their Supervisor.
  - **Individual.** Individual Training issues are assigned as needed to improve proficiencies and levels of performance.
4. **Training Content and Scheduling.** The Communications Center Director is responsible for selecting training topics, content and scheduling training events in coordination with Supervisors. The Director will actively solicit North Shore Police and Fire departments for training issues and topics for the purpose of tailoring Center training to meet Public Safety needs in the North Shore. Other sources for training topics are Wisconsin Department of Justice, Training and Standards Bureau, Milwaukee County Emergency Management Office, Wisconsin Law Enforcement Accreditation Group, National Emergency Number Association, and Association of Public Safety Communications Officials.
  5. Overtime and Compensatory Time are not provided for completing training events unless authorized by the Director.
  6. Training priorities and schedules for January through June 2014 will be developed and promulgated no later than December 6, 2013.

Bruce Resnick, Chief

BKR/  
Lc. Village Manager  
Chiefs of Police, Fire

**Bayside Communications Center**

## **Six Month Training Calendar July-December 2013**

### **Annual and Monthly Training Topics**

#### July 2013

- Equal Opportunity and Sexual Harassment
- Incident Command System (ICS), National Incident Management System/NIMS
- Call Transfer w/ Oak Creek (simulated)
- Department Reference Book Updates
- Bank Alarms/GPS Tracker
- **General Order 5107 Emergency Notifications**
- **TDOS**

#### August 2013

- Major Incident/Active Shooter Procedures
- Prank Call/Telephone Denial of Service
- CAD/RMS Policies and Procedures
- Phoenix System Administrator Training (for selected individuals)
- **Suspicious Activity Reporting Online Training**

#### September 2013

- Continuity of Operations Exercise with Oak Creek Communications
- Operations Readiness Committee Semi-Annual Review (Off-site with Departments)
- CAD/RMS Policies and Procedures
- Six-month Qualification Board (G. Ramirez, D. Jankowski).
- **AT&T Webinar on 911 System**
- **Emergency Notification Policy – General Order 5107**

#### October 2013

- Phoenix Train-the-Trainer Instruction (for selected individuals)
- Severe Weather Procedures
- Radio Management
- WI-APCO Conference, Green Bay, WI
- **AT&T Webinar on 911 System**

## Bayside Communications Center Performance Review 2013

### November 2013

- Time and Attendance Policy, CY14 Schedule (Annual)
- All Department Meeting (November 13)
- Phoenix CAD/RMS Classroom Instruction
- Phoenix CAD/RMS training with Officer Call-In
- Severe Weather Procedures

### December 2013

- Severe Weather Procedures

## Bayside Communications Center Six Month Training Calendar July-December 2013

### Weekly Training Topics

During the week assigned in the following matrix, respective Supervisors will assign individuals to review and update the following reference materials. For example, during the first week of every month, individuals on the 7:00 AM-3:00 PM Shift will review complete Tasks 1, 5, 9, 13, 17, 19, and 21.

Task	Week 1	Week 2	Week 3	Week 4
1. T.I.M.E. Policy and Procedures	22	33	11	
2. Fan Out Policy and Procedures		22	33	11
3. Emergency Recovery Procedures	11		22	33
4. MABAS/Run Card Procedures	33	11		22
5. Radio Protocol Review	22	33	11	
6. Court Procedures		22	33	11
7. Disaster Preparedness Manual	11		22	33
8. Bayside Reference Book Review	33	11		22
9. Brown Deer Reference Book Review	22	33	11	
10. Fox Point Reference Book Review		22	33	11
11. Glendale Reference Book Review	11		22	33
12. River Hills Reference Book Review	33	11		22
13. Shorewood Reference Book Review	22	33	11	
14. Whitefish Bay Reference Book Review		22	33	11
15. NSFR Book Review	11		22	33
16. S.M.A.R.T. (plus when tasked)	33	11		22
17. Milwaukee County Emergency Roll Call	22	22	22	22
18. WISCOM Roll Call (1 <sup>st</sup> shift)	11	11	11	11
19. WISCOM Roll Call (2 <sup>nd</sup> Shift)	22	22	22	22
20. WISCOM Roll Call (3 <sup>rd</sup> Shift)	33	33	33	33
21. Saturday Siren Test	22	22	22	22
22. Continuity of Operations Drill		11	22	33

**BACC Personnel**

**Years of Experience**

1. Mr. Todd Bolton	27
2. Ms. Kathleen Kasten	27
3. Ms. Olga Salerno	25
4. Ms. Georgette Booker	21
5. Ms. Mary Rauenbuehler	18
6. Mr. Joseph Walton	14
7. Ms. Rachelle Dickau	13
8. Ms. Kellie Minikel	13
9. Ms. Dionne Hall	11
10. Mr. Troy Kasten	10
11. Ms. Tammie Kochevar	9
12. Ms. Bridget Miscichoski	8
13. Ms. Andrea Gebelein	7
14. Mr. John Haas	3
15. Ms. Brittany Savee	3
16. Ms. Liane Scharnott	3
17. Ms. Jessica Jakubiak	2
18. Ms. Melissa Fassbender	2
19. Ms. Gabrielle Ramirez	2
20. Ms. Danielle Jankowski	1

## **MUNICIPAL SERVICES MUTUAL AID AGREEMENT**

MADE THIS \_\_\_\_ DAY OF \_\_\_\_ 2013

BETWEEN THE SIGNATORY INCORPORATED MUNICIPALITIES

**WHEREAS**, a major emergency could affect any Municipality to such a degree that local resources would be inadequate to cope with the situation, each Municipality that is a signatory to this Agreement agrees to be a Party in this Disaster Services Mutual Aid Agreement; and

**WHEREAS**, the Municipalities that are a Party to this Agreement wish to make pre- arrangements for prompt emergency action in support of Municipalities in the group which may be affected or threatened by a major emergency and require assistance; and

**WHEREAS**, Section 66.0301 of the Wisconsin Statutes authorizes Municipalities to cooperate with other Municipalities to make the most efficient use of their powers on a basis of mutual cooperation; and

**WHEREAS**, under Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

**NOW, THEREFORE**, the Municipalities that are a Party to this Agreement agree as follows:

### **ARTICLE I: PURPOSE AND SCOPE**

1. Any Party to the Agreement, if and when it is in need of help to respond to a major emergency, may request Aid from the other Parties, subject to the following conditions:
  - 1.1. Aid may be restricted to equipment and employees owned and employed by the Assisting Party, or equipment and staff under contract to the Assisting Party if requested.
  - 1.2. Calls for Aid shall be made by the Manager or Administrator, or his/her designee or other duly authorized representative of the Requesting Party and must be made to the duly authorized representative of the Assisting Party.

- 1.3. A Party to this Agreement may at any time request Aid in accordance with the provisions of Agreement. The provision of Aid is intended to apply when the Requesting Party is subject to emergency circumstances within the Requesting Party's boundaries and Aid is not to compensate for service level or resource shortfalls in the Requesting Party's normal course of business.
- 1.4. A request for Aid by a Requesting Party may be made either orally or in writing, provided that any oral request for Aid is confirmed subsequently in writing to the Assisting Party as soon as practicably possible.
- 1.5. Nothing in this Agreement shall be deemed or construed as an agreement to provide Aid prior to an Assisting Party expressly responding to the request to provide Aid. It is understood and agreed by the Parties hereto that the decision to provide Aid is solely within the discretion of the Assisting Party and the Assisting Party will be permitted to exercise complete and unfettered discretion as to whether to provide all, a portion, or none of the Aid requested.
- 1.6. The employees and contractors of the Assisting Party remain subject to Assisting Party's control and direction during the provision of Aid unless otherwise provided. Therefore, commands and requests of the Requesting Party will be communicated by officials of Requesting Party to, and in accordance with the supervisory structure of Assisting Party.
- 1.7. Any mutual aid agreement that remains in force between any of the Parties or Parties' departments may supersede this Agreement.
- 1.8. Independent Relationship. None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create a partnership, joint venture or any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement.
- 1.9. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and

no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.

## **ARTICLE 2: DEFINITIONS**

2.1 In this Agreement unless there is something in the subject matter or context inconsistent therewith:

2.1.1. "Agreement" means this agreement and any schedules attached hereto;

2.1.2. "Aid" means assistance or support by an Assisting Party to a Requesting Party under this Agreement;

2.1.3. "Assisting Party" means that Party to this Agreement providing Aid to another Party to this Agreement; also referred to herein as "Responding Party" or "Responding Municipality";

2.1.4. "Disaster Assistance" means the preparation for and the carrying out of emergency functions, other than functions for which the military forces are primarily responsible, in order to minimize or repair injury and damage resulting from disasters caused by fire, flood, earthquake or other natural causes as well as from civil disturbances, enemy attack, sabotage or other hostile action. Such assistance may include, but is not limited to, the following:

- Firefighting,
- Police Assistance,
- Medical and Health Service,
- Rescue,
- Engineering,
- Air Raid Warning Service,
- Communication,
- Radiological or Chemical Evacuation,
- Emergency Welfare Service,
- Civilian War Aid Service,
- Plant Protection,
- Temporary Restoration of Public Utility Service, and,
- Other Functions Relating to Civilian Protection, together with all other activities necessary or incidental to the preparation for a carrying out of the foregoing functions.

2.1.5. "Municipality" or "Party" means a City, Village, or other local government entity that is a signatory to this Agreement.

2.1.6. "Requesting Party" means that Party to this Agreement receiving Aid from another Party to this Agreement; also referred to herein as "Requesting Municipality";

2.1.7. The words "Party" or "Parties" mean those Parties to this Agreement and such Party's successors and permitted assigns.

### **ARTICLE 3: POLICE ASSISTANCE**

- 3.1 Request for Assistance: The Chief of Police or the Commanding Police Officer of a Municipality requiring additional police services may request additional police personnel and equipment from another Party to this Agreement by making such request to the Chief of Police or the Commanding Police Officer of the Municipality to whom the request is made.
- 3.2 Response to Request for Assistance: The Municipality to whom the request is made may respond to request for police assistance upon receipt of such request from the Requesting Municipality, unless, the Responding Municipality's Chief of Police or the Commanding Police Officer, in his/her sole discretion, decides against providing a response. Similarly, employees may be recalled to the assisting Municipality for similar reasons.
- 3.3 Authority of Responding Officers in Another Municipality: In accordance with Section 66.0313 Wisconsin Statutes, it is intended that the officers of the Responding Municipality possess the same police authority as the members of the Requesting Municipality's officers while responding to a request for assistance to a Municipality.
- 3.4 Reimbursement: The Requesting Municipality shall reimburse the Responding Municipality in accordance with the schedule of compensation as set forth in Exhibit A, subject to the limited application stated therein. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.
- 3.5 Direction and Control: While responding to requests for assistance, the employees of the Responding Municipality remain under the direction and control of the Responding Municipality. Each Municipality's department policies will govern the training and certification for its officers.

- 3.6 Salaries and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality. During emergency situations where department directors or other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.

#### **ARTICLE 4: FIRE ASSISTANCE**

- 4.1 Request for Assistance: Each Municipal Manager or Administrator or his or her designee may contact the Fire Chief of the North Shore Fire Department to request additional fire or emergency services, including additional firefighting personnel and equipment.
- 4.2 Response to Request for Assistance: There may be a response to the request for firefighting assistance upon receipt of such request from the Requesting Municipality unless the responding Fire Chief or Commanding Fire Officer, in his/her sole discretion, decides against providing a response.
- 4.3 Direction and Control: Upon arrival at the location, the units of the responding Municipalities will be under the direction and control of the Commanding Fire Officer of the Requesting Municipality.
- 4.4 Implementation of Procedures: The respective Managers/Administrators of the Parties to this Agreement will create such details, procedures and routines as may be necessary to implement this article.
- 4.5 Reimbursement: The Requesting Municipality may reimburse the North Shore Fire Department in accordance with the schedule of compensation set forth in Exhibit A, subject to the limited application stated therein.
- 4.6 Salary and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality.

## **ARTICLE 5: PUBLIC WORKS ASSISTANCE/JOINT PURCHASING**

- 5.1 Request for Assistance: The Administrator/Manager, or his/her designee, of a Municipality requiring additional public works services may request additional public works personnel and equipment from another Party to this agreement by making such request to the Administrator/Manager, or his/her designee, of the Municipality to whom the request is made.
- 5.2 Response to Request for Assistance: The Municipality to whom the request is made may respond to the request for public works assistance upon receipt of such request, unless, the Responding Municipality's Administrator/Manager, or his/her designee, in his/her sole discretion, decides against providing a response. .
- 5.3 Equipment: The Requesting Municipality may also request assistance in the form of equipment to be loaned to another Municipality so long as, in the opinion of the Administrator/ Manager of the Responding Municipality. Such equipment may include, but not be limited to sewer cleaners, road graders, front-end loaders, tractors, trucks and cars. The Responding Municipality's Administrator/Manager, or his/her designee may decide, in his/her sole discretion, whether to lend the equipment.
- 5.4 Direction and Control: While responding to requests for assistance, the employees of the Responding Municipality remain under the direction and control of the department head or supervisor designated by the Responding Municipality.
- 5.5 Salary and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.
- 5.6 Reimbursement: The Requesting Municipality shall reimburse the Responding Municipality in accordance with the schedule of compensation as set forth in Exhibit A, subject to the limited application stated therein. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated

at an hourly rate based on their current salary and relevant fringe benefits.

- 5.7 Joint Purchasing: The Municipalities may, from time to time, cooperate for the purpose of joint purchasing of equipment, materials and supplies upon such terms as may be jointly agreed by the Municipalities and in accordance with law.
- 5.8 Water Exception: Water may be supplied to fight a fire, to fight the spread of a fire, to flush away hazardous or noxious materials or for such other emergencies which do not constitute or create a continuing obligation. Water may be supplied in any event where the supplying municipal water utility agrees.

#### **ARTICLE 6: SANITATION and BUILDING INSPECTION**

- 6.1 Request for Assistance: The Administrator/Manager, or his/her designee, of a Municipality requiring Sanitation and Building Inspection services may request such services together with any necessary equipment from another Municipality by making such request to the Administrator/Manager, or his or her designee, of the Municipality to whom the request is made.
- 6.2 Response to Request for Assistance: The Municipality to whom request is made may respond to requests for Sanitation or Building Inspection services upon receipt of such request from the Requesting Municipality unless the Administrator/Manager or his/her designee, in his/her sole discretion, decides against providing a response.
- 6.3 Direction and Control: While responding to requests for assistance, the employees of the Responding Municipality remain under the direction and control of the Administrator/Manager, or designee of the Responding Municipality.
- 6.4 Salaries and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.

## **ARTICLE 7: PUBLIC HEALTH**

- 7.1 Request for Assistance: The Administrator/Manager, or his/her designee, of a Municipality requiring Public Health services may request such services together with any necessary equipment from another Municipality by making such request to the Administrator/Manager, or his or her designee, of the Municipality to whom the request is made.
- 7.2 Response to Request for Assistance: The Municipality to whom request is made may respond to requests for Public Health services upon receipt of such request from the Requesting Municipality unless in the opinion of the Responding Municipality Administrator/Manager or his/her designee, the Responding Municipality would be left inadequately staffed or equipped.
- 7.3 Direction and Control: While responding to requests for assistance, the employees of the Responding Municipality remain under the direction and control of the Administrator/Manager, or designee of the Responding Municipality.
- 7.4 Salaries and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.

## **ARTICLE 8: DISASTER ASSISTANCE**

- 8.1 Request for Disaster Assistance: The duly authorized and designated public official of the Requesting Municipality requiring disaster assistance may request such assistance from another Municipality to this Agreement by making such request to the Administrator or Manager, or his other designee, of the Municipality to whom the request is made.
- 8.2 Response to Request for Assistance: The Municipality to whom the request for assistance is made may respond to requests for Disaster assistance unless the Responding Municipality's Administrator/Manager or his/her designee, in his/her sole discretion, decides against providing a response.

- 8.3 Reimbursement: The Requesting Municipality may reimburse the Responding Municipality in accordance with the schedule of compensation set forth in Exhibit A, subject to the limited application stated therein.
- 8.4 Direction and Control: While Responding to requests for assistance, the officers or employees of the Responding Municipality remain under the direction and control of the ranking supervisory official of the Responding Municipality.
- 8.5 Salaries and Fringe Benefits: The salaries, wages, worker's compensation, retirement contributions, Social Security contributions, disability retirement contributions or benefits, unemployment compensation contributions, contractual benefits and other types of fringe benefits of the employees of the Responding Municipality remain the responsibility of the Responding Municipality. During emergency situations where department directors and other staff are required to perform additional duties, the Responding Municipality will be compensated at an hourly rate based on their current salary and relevant fringe benefits.

#### **ARTICLE 9: RADIO DISPATCH ASSISTANCE**

- 9.1 Coordination of Radio Communications: Radio communications for the purpose of requesting mutual aid assistance and responding to mutual aid requests will be coordinated by Bayside Communications Center, which may from time to time, make recommendations to Municipalities in order to coordinate radio communications for the purpose of requesting or responding to requests for mutual aid.

#### **ARTICLE 10: MUTUAL TRAINING EXERCISES**

- 10.1 Participation and Coordination: In order to implement this Agreement and to provide mutual assistance in the most expeditious and safety-conscious manner, the Municipalities will participate in mutual assistance exercises as may be scheduled from time to time upon agreement of the Municipalities.
- 10.2 Responsibility for Payment of Costs: Each Municipality will bear its own costs of the participation of its equipment and employees in such joint training exercise.

## **ARTICLE 11: BILLING PROCEDURE**

11.1 Invoice: A Responding Municipality shall invoice the Requesting Municipality for services and equipment provided to the Requesting Municipality pursuant to this Agreement. Such invoice will be in accordance with the schedule of compensation set forth in Exhibit A and will set forth:

- the number and classification of each employee dispatched by a Responding Municipality,
- the number and type of equipment dispatched by the Responding Municipality,
- the date the service was rendered and the amount of time involved in each assistance and;
- the amount of the invoice.

Each Municipality will maintain records to support the charges on such invoices.

11.2 Time of Payment: Within thirty (30) days after the receipt of the Responding Municipality's invoice for services rendered, the Requesting Municipality will provide payment to the Responding Municipality.

11.3 Billing Disputes: If requested, any bill and supporting documentation for services rendered pursuant to this Agreement may be reviewed and audited by a Party to whom reimbursement is requested. If a dispute arises, the Parties agree to negotiate, in good faith, to resolve.

11.4 National Incident Management (NIMS) procedures will be utilized in reimbursement requests unless otherwise agreed.

## **ARTICLE 12: LIABILITY AND RISK ALLOCATION**

12.1 Limitation on Claims: This Agreement shall not give rise to any liability or legal responsibility arising from, or relating to, failure to respond to any request for Aid, lack of speed in responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities, training, experience, errors or omissions of responding personnel.

12.2 Immunity: All Parties to this Agreement are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may

be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wisconsin Statutes or any subsequent amendments thereof.

- 12.3 Party Responsible for Own Actions: Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.
- 12.4 Employee Claims: The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers compensation, unemployment insurance and benefits under Ch. 40 Wisconsin Statutes regardless of whether their Party employer is a Responding or Requesting Party.
- 12.5 During the Term, the Parties hereto shall each at its respective cost and expense maintain in full force and effect General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Parties hereto and reasonably obtainable.

#### **ARTICLE 13: GENERAL CONDITIONS**

##### 13.1 Notices.

13.1.1 Any notices under this Agreement given to the Parties shall be conclusively deemed to be sufficiently given if personal delivered, sent by prepaid registered mail addressed or sent electronically as per Exhibit B.

13.1.2 Any notice sent electronically before 4:30 p.m. local time on a business day shall be deemed to have been received that day; any electronic communication sent after 4:30 p.m. local time on a business day or on a day other than a business day shall be deemed to have been received on the next business day.

##### 13.2 Assignment.

13.2.1 No Party may assign this Agreement.

##### 13.3 Term.

13.3.1 This Agreement comes into force upon signing and may be reviewed regularly by all Parties to this Agreement thereafter. At the time of review, changes or additions may be introduced by way of a rider which will become part of the Agreement upon ratification by all Parties.

13.3.2 Any Party may withdraw from this Agreement by giving notice of termination to the other Parties in writing. Withdrawal takes effect sixty (60) days after notice. After the withdrawal of any Party, the Agreement will continue in force between the remaining Parties.

#### 13.4 Records and Cooperation.

13.4.1 Records: Each Requesting Party and their duly Authorized Officials will have access to a Responding Parties' books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purpose of reviewing the accuracy of a request for reimbursement. Such records will be maintained for at least three (3) years or longer where required by law.

13.4.2 The Parties will furnish to each other such information in its possession reasonably required for the proper performance of the obligations of the Party, and will, in every way provide such cooperation as is reasonable in order for to be able to perform the services.

13.4.3 This Section shall survive the termination of or withdrawal from this Agreement.

#### 13.5. Endorsement.

13.5.1 Each signatory to this Agreement represents that he or she has authority from his or her respective Municipality to enter into this Agreement in compliance with Wisconsin State Statutes Section 66.0301.

13.5.2 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

IN WITNESS WHEREOF the proper signing officers on behalf of the Parties give effect to this Agreement by their signature.

**CITY/VILLAGE**

By: \_\_\_\_\_

Per: \_\_\_\_\_ Date \_\_\_\_\_

**MUNICIPAL SERVICES MUTUAL AID AGREEMENT**

EXHIBIT A

**MUNICIPAL SERVICES MUTUAL AID AGREEMENT**

**EXHIBIT B**

## **LAW ENFORCEMENT MUTUAL AID AGREEMENT**

### **VILLAGES OF BAYSIDE, BROWN DEER, FOX POINT, RIVER HILLS, SHOREWOOD, WHITEFISH BAY, AND CITY OF GLENDALE**

#### **I. INTRODUCTION**

The aforementioned Municipalities, commonly known as, and referred to herein as, the North Shore Communities, have police departments which are authorized under Wisconsin State Statute to maintain peace and order. Pursuant to Wisconsin State Statute §66.0313, those police departments have been authorized to enter into this Mutual Aid Agreement ("Agreement").

#### **II. DEFINITIONS**

- A. "North Shore" means the following Municipalities collectively: The Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, and Whitefish Bay, and the City of Glendale.
- B. "Requesting Municipality" means a Municipality that requests assistance of another Municipality in the provision of assistance pursuant to this Agreement.
- C. "Municipality" or "Party" means a City, Village, or other local government entity that is a signatory to this Agreement.
- D. "Responding Municipality" means a Municipality that receives a request from a Requesting Municipality to provide assistance pursuant to this Agreement.
- E. "Priority One Calls" means calls for service designated as Priority One in the Bayside Communications Center Computer Aided Dispatch ("CAD") system.

#### **III. PURPOSE**

The North Shore police departments may be unable to field a sufficient number of trained officers and equipment to meet particular situations and have a desire to utilize resources in an efficient and effective manner; thus, the North Shore police departments have agreed to pool resources by offering mutual aid in certain situations upon appropriate request.

**IV. REQUEST FOR ASSISTANCE**

- A. The Chief of Police or the commanding officer of a Municipality requiring additional police services or equipment may request additional personnel and equipment from another Municipality by making such request to the Chief of Police or the commanding officer of the Municipality to whom the request is made.
  
- B. The Bayside Communications Center, which is a department of the Village of Bayside, is the central dispatch center for all of the North Shore Communities, by Intergovernmental Cooperation Agreement. The Parties to this Agreement authorize dispatchers from the Bayside Communications Center dispatchers to dispatch squads under this Agreement without prior authorization for priority one calls. The dispatcher will take into consideration such factors as the proximity of the mutual aid officer to the scene, the seriousness of the offense and whether the offense is in progress or not. For an automatic response invoking this Agreement, the dispatcher should indicate that the call is a priority 1 call. The dispatcher should notify the commanding officer of the stricken Municipality of the nature and location of the call and which officer(s) and Municipalities are responding.

**V. RESPONSE TO THE REQUEST FOR ASSISTANCE**

The Municipality to whom the request is made will respond to the request for police assistance upon receipt of such request from the requesting Municipality, unless the responding Municipality's Chief of Police or the commanding police officer, in his/her sole discretion, decides against providing a response. This includes responses under Section IV. B of this Agreement. The Chief of Police or the commanding police officer's decision will be final.

**VI. AUTHORITY OF RESPONDING OFFICERS IN ANOTHER MUNICIPALITY**

Pursuant to Wisconsin State Statute § 66.0313 the officers of the responding Municipality shall possess the same police authority as the officers of the requesting Municipality while responding to a request for assistance to a Municipality.

**VII. LINE OF AUTHORITY**

During the time that the law enforcement officers and equipment are operating in a Requesting Municipality under this Agreement, those officers will cooperate and are to be considered under the authority of the Chief of Police or commanding officer of the Requesting Municipality police department.

**VIII. ACTUAL EMPLOYMENT**

Pursuant to Wisconsin State Statute § 66.0313 for purposes of Wisconsin State Statutes §§895.35 and 895.46, law enforcement personnel, while acting in response to a request for assistance, shall be deemed employees of the requesting Municipality.

For wages, salary, pension, insurance, worker's compensation and all other benefits and responsibilities pursuant to Wisconsin Statute §66.0513, such responding officers remain employees of the responding Municipality.

All wages and disability payments, pensions, and workers compensation claims, damage to clothing, and medical expense arising out of the mutual aid call will be paid by the Municipality regularly employing the officer. The responding community will be reimbursed based on an hourly rate based on current salary and fringe benefits.

**IX. TERM**

This Agreement shall be in effect for five (5) years from the date signed

**X. TERMINATION**

Any Party to this agreement may terminate from this Agreement by giving thirty (30) days notice to the other Parties.

**XI. MODIFICATION**

This Agreement shall not be modified, changed, or altered in any way without the mutual consent of all Parties, reduced to writing, signed by all Parties and attached to this Agreement.

# VILLAGE BOARD MEETINGS

## 2014 Tentative Date Schedule

January 6
February 3
February 17
March 3
March 17
April 7
April 21
May 5
May 19
June 2
June 16
July 7
July 21
August 4
August 18
September 15
October 6
October 20
November 3
November 17
December 1
December 15

All meetings scheduled are on Monday and will meet in the Earl McGovern Board Room at 6:30 P.M.



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Village Board
<b>ITEM DESCRIPTION:</b>	Requests for Extended Holiday Hours from Various Retailers
<b>PREPARED BY:</b>	Matt Janecke, Assistant Village Manager
<b>REPORT DATE:</b>	November 14, 2013
<b>RECOMMENDATION:</b>	Approve the requests for Extended Holiday Hours from various retailers
<b>EXPLANATION:</b>	<p>The Village has received two more requests for holiday hour extensions from hh Gregg and Bath and Body Works and a reconsideration request from Kohl's for their holiday hours from December 20th to 23rd. All of the retailers are asking for a variance to the Ordinance in Village Code, Chapter 14, Section 14-2, "Business Hours Regulated". Village Ordinance does not allow businesses to operate between the hours of 11:00 p.m. to 6:00 a.m.</p> <p>Both Bath and Body Works and hh Gregg are making requests consistent with the approvals made at the November 4th meeting from other various Village retailers asking for variances to the ordinances. Please see attached letters.</p> <p>Kohl's has reconsidered their request of staying open a continuous 90 hours that was denied at the November 4th Village Board meeting and are now asking to remain open until 12:00 a.m. from December 20th to the 23rd. This is consistent with all of the other retailers and Kohl's request from last year that was approved.</p> <p>All retailers making the request are aware of the charges that may apply if more law enforcement officers are need because of the requests made by the retailers to be open outside of the hours listed in the ordinance. New this year will be an additional equipment charge based off of the federally determined equipment rate for law enforcement equipment used.</p> <p>Please contact me with any questions or comments at 371-3052.</p>

## Matt Janecke

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**From:** Micaela Grossman <m.g.grossman@gmail.com>  
**Sent:** Wednesday, November 13, 2013 2:24 PM  
**To:** mjanecke@browndeerwi.org  
**Subject:** BBW - *Bath + Body*

Hi Matt.

Here are our proposed hours outside of regular operation:

Black Friday 11/29 12a-9p  
Saturday 11/30 9a-9p  
Xmas eve 12/24 9a-5p  
New Year's Eve 12/31 10-5p  
New Year's Day 1/1 10-5p

Thanks  
Micaela Grossman  
BBW BrownDeer Store Manager

Sent from my iPhone  
Sent from my iPhone

## Matt Janecke

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**From:** Levi Olson <Levi.Olson@hhgregg.com>  
**Sent:** Monday, November 11, 2013 9:05 AM  
**To:** Matt Janecke; Jonathan Lee  
**Subject:** Black Friday hours

Matt,

Hhgregg in Brown Deer is requesting to be open from 8pm on Thanksgiving day until 10pm the following Friday. These should be the only hours we will be open outside of the normal operating hours.

Please feel free to reach out to any member of our management team should you have any questions or concerns.

Levi Olson - General Manager  
Josh Worman - Sales Manager  
Jon Lee - Sales Manager

Levi Olson  
General Manager  
[Levi.Olson@hhgregg.com](mailto:Levi.Olson@hhgregg.com)<mailto:Levi.Olson@hhgregg.com>  
414-410-1090

h.h.gregg  
9140 N. Green Bay Rd, Ste. 55  
Brown Deer, WI 53209  
[www.hhgregg.com](http://www.hhgregg.com)<<http://www.hhgregg.com>>

# KOHL'S

expect great things

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November 13, 2013

Mr. Matt Janecke  
Assistant Village Manager  
Village of Brown Deer  
4800 West Green Brook Drive  
Brown Deer, WI 53223

RE: Request for December Extended Hours  
Kohl's Store #044 - 9060 N. Green Bay Road, Brown Deer, WI 53209

Dear Mr. Janecke:

Kohl's respectfully requests to be added to the agenda for the Village of Brown Deer's Village Board Meeting scheduled for Monday, November 18.

Kohl's requests the ability to stay open until midnight on the following days:

Friday, December 20 – 6am-12am  
Saturday, December 21 – 6am-12am  
Sunday, December 22 – 6am-12am  
Monday, December 23 – 6am-12am

Our understanding is that this action requires a variance to existing ordinances of the Village of Brown Deer.

At the meeting, representatives from the store will be in attendance to address any questions or concerns you and the Village Board may have.

Thank you for your consideration of this request. If you have any questions, please feel free to call me at (262) 703-2255.

Sincerely,



Sarah J. Ryan  
Director of Property Development Law

cc: Jill Kenda-Lubetski, Village Clerk  
Brad Holtzen (via email)  
Kevin Mantz (via email)  
Steven Rinzel, Chief of Police

**BROWN DEER FINANCE AND PUBLIC WORKS COMMITTEE  
NOVEMBER 6, 2013 REGULAR MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Trustee Oates at 6:32 P.M.

**I. ROLL CALL**

Present: Trustees: Oates, and Boschert; Citizen Members: Galyn Bennett, Susan Glowinska and Ray Erbe

Also Present: Susan Hudson, Treasurer/Comptroller, Matt Janecke, Assistant Village Manager, Michael Hall, Village Manager, Matthew Maederer, Director of Public Works/Engineering, Jim Buske, Engineering and GIS Services Manager.

Excused: Trustee Springman and Citizen Member Tom Lieven

**II. PERSONS DESIRING TO BE HEARD**

None.

**III. CONSIDERATION OF MINUTES: October 9, 2013 – Regular Meeting**

*It was moved by Trustee Boschert and seconded by Susan Glowinska to approve the minutes of the October 9, 2013 meeting. The motion carried unanimously.*

**IV. REPORT OF STAFF/COMMITTEE MEMBERS**

Susan Hudson, Treasurer/Comptroller is working on the final touch on the 2014 Annual Budget so it can be submitted to GFOA for the Budget Award. Ms. Hudson did notify the committee that the Village received the Budget Award for 2013 (this is the Village's second year receiving this award). Ms. Hudson is working on setting up employee meeting on the changes to the health insurance that will be effective 01-01-2014. Michael Hall, Village Manager stated that the 2014 Annual Budget was passed at the Village Board meeting on November 4<sup>th</sup> and the newly hire Deputy Clerk/Treasurer will start working on November 18<sup>th</sup>. Matt Janecke, Assistant Village Manager submitted a grant application for 50/50 funding for the River Park/Canoe launch. Matthew Maederer, Director of Public Works/Engineering reported that staff is working with Park & Rec to shut down the Parks for the winter and replacing street signs. The original Village is almost finished. Jim Buske, Engineering and GIS Services Manager is catching up on mapping project and right-a-way lot changes.

**V. UNFINISHED BUSINESS**

None.

**VI. NEW BUSINESS**

**A) Renewal of Professional Engineering Agreement with Ayres Associates**

Staff is recommending entering into an "Amendment to Agreement" with Ayres Associates to serve as the Village's Civil Engineering Consultant for calendar years 2014 through 2016. It was noted that the Village does use other Engineering Consultants depending on the project.

*It was moved by Trustee Boschert and seconded by Gayln Bennett to recommend to the Village Board to approve the "Amendment to Agreement" with Ayres Associates to continue serving as the Village's Civil*

*Engineering Consultant for the calendar years 2014 through 2016. The motion carried unanimously.*

**B) Assessment Services**

Staff looked two of the three firms that submitted a RFP and they were Associated Appraisal and Tyler technologies. Both of the considered firms are reputable companies, however based on the cost and popularity/user ability of the firms software, Staff is recommending Associated Appraisal be awarded the contract for assessment services for years 2014 through 2017 with a Full Revaluation to be done in 2015.

*It was moved by Trustee Boschert and seconded by Gayln Bennett to recommend to the Village Board to award the contract for assessment services for years 2014 through 2017 with a full revaluation to be done in 2015 to Associated Appraisal. The motion carried unanimously.*

**C) Approval of MOU with City of Mequon for County Line Road Reconstruction**

The City of Mequon and Village of Brown Deer share jurisdiction of W. County Line Road and therefore will share in the cost of the much needed improvements. The Village and City will divide the costs associated with design. This MOU is for design services only.

*It was moved by Trustee Boschert and seconded by Susan Glowinska to recommend to the Village Board to approve the MOU with City of Mequon for County Line Road Reconstruction Design. The motion carried unanimously.*

**D) Design Services for County Line Road Reconstruction with the City of Mequon**

W County Line Road from 68<sup>th</sup> Street to the railroad tracks east of 52<sup>nd</sup> Street/Garden Drive is rated as "poor". The City of Mequon has taken the initiative to be the lead agency for the design efforts. Due to the magnitude of the project outside design consultant services are requested. Staff is recommending award of the design services contract to GAI Consultants based on pricing.

*It was moved by Trustee Boschert and seconded by Gayln Bennett to recommend to the Village Board to approve the design services contract to GAI Consultants. The motion carried unanimously.*

**E) Establishing Unit Price for Mulch Sales**

DPW is looking to get rid of the excess mulch pile to make room for brush in the Recycling Center yard. DPW has received inquiries from several contractors who are interested in purchasing the mulch. DPW is recommending the unit price for mulch be \$8/CY.

*It was moved by Trustee Boschert and seconded by Susan Glowinska to establish a unit price of \$8/CY. The motion carried unanimously.*

**F) Recycling Center change in Hours of Operation**

Due to observed usage and safety concerns with daylight hours the DPW staff is recommending a change in hours of operation for the Recycling Center.

*No action was taken on this item.*

**G) September 2013 Financial Reports**

*No action was taken on this item.*

**H) Consideration of October 2013 Vouchers**

*It was moved by Trustee Boschert and seconded by Susan Glowinska to recommend that the Village Board approve the vouchers from October 4, 2013 to October 25, 2013 in the amount of \$552,469.69. The motion carried unanimously.*

**VII. ADJOURNMENT**

*It was moved by Gayln Bennett and seconded by Susan Glowinska to adjourn at 8:03 p.m. The motion carried unanimously.*



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Susan L Hudson, Treasurer/Comptroller

**BROWN DEER 4TH OF JULY COMMITTEE  
OCTOBER 16, 2013 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order at 5:15 p.m.

**I. Roll Call**

Present: Matthew Patrick, Carl Krueger, Ann Griffin, Chris Dibb, Shirley McFarlane

Absent: Paul Fine, John Buckley, Otto Bunge, Adrienne Ridgeway

Also Present: Chad Hoier, Park and Recreation Director  
Mark Thompson, Recreation Supervisor

**II. Persons Desiring to be Heard**

**III. Consideration of Minutes**

A) September 18, 2013

*It was moved by Mr. Patrick and seconded by Mr. Dibb to approve the minutes of the September 18, 2013 meeting. Motion passed.*

**IV. Unfinished Business.**

**A) Discussion of 2014 Parade Theme**

Discussion began with Mr. Patrick bringing up the idea of give the event a specific name to draw more attention to the event. Traditional the event has just been none as the Brown Deer 4<sup>th</sup> of July Celebration. Discussion and suggestions followed.

Mr. Krueger came up with the name of "Brown Deer's Blast of the 4<sup>th</sup>" and the Committee agreed that is a catchy name that would people would remember from year to year.

Mr. Hoier also suggest that the name be shared with the Village Board and there approval since this is what the name of the Celebration would be going forward. Committee agreed.

*It was moved by Mr. Patrick and seconded by Ms. McFarlane to recommend to the Village Board that going forward beginning in 2014 the 4<sup>th</sup> of July Celebration be known as "Brown Deer's Blast of the 4<sup>th</sup>". Motion passed.*

Committee then turned discussion back to the Parade Theme discussing a few different options. Mr. Hoier stated that in 2014 it will be the 200<sup>th</sup> anniversary of the Star Spangled Banner. Committee then came up with the parade theme idea of "Broad Strips and Bright Stars" as the 2014 Parade Theme.

*It was moved by Mr. Patrick and seconded by Ms. McFarlane to approve "Broad Strips and Bright Stars" as the 2014 Parade Theme for Brown Deer's Blast of the 4<sup>th</sup> celebration. Motion passed.*

**B) Discussion of 2014 Parade Marshal**

Committee decided to holdover discussion until the November meeting.

**V. New Business**

**A) 2014 Entertainment**

Committee began discussing entertainment for the 2014 Celebration. Committee would like to bring back Andrea and The Mods and Half Twisted Half Knot. Further discussions will be had at upcoming meetings.

**B) 2014 Parade Letter**

Mr. Thompson discussed the parade letter with the Committee stating he will be updating the parade unit letter for mailing to units for late December or early January.

**C) Parade Fundraising Letter**

Mr. Hoier stated that he would like to have the first fundraising letter go out in early January. Mr. Patrick said the he would begin to work on the fundraising letters. Ms. McFarlane said she would like to assist in the fundraising efforts as well.

**VI. Committee Reports**

**A) Fundraising**

**B) Publicity**

**C) Entertainment**

**D) Parade**

**E) Beer Tent**

**F) Food Tent**

**G) Volunteers**

**VII. Scheduling of Next Meeting**

**A) November 20, 2013**

Committee agreed to meet of November 20, 2013

**VIII. Adjournment**

Upon proper motion, the meeting was adjourned at 6:55 p.m.

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Chad Hoier, Park and Recreation Director

**COMMUNITY DEVELOPMENT AUTHORITY  
OCTOBER 29, 2013 MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 7:12 P.M.

**I. Roll Call**

Present: Village President Carl Krueger, Scott Fleming, John Coons, Claude Williams, Jr.

Also Present: Michael Hall, Village Manager; Alan Marcuvitz, CDA Counsel; Rebcca Boyle, Village Attorney

Excused: Tim Schilz, Ron Kundinger, Ted Wagner

**II. Persons desiring to be heard**

Don Uebelacker, 6195 W. Plaza Circle stated that he supported the blight designation for the former Citgo station and encouraged the CDA to take action.

Mike Christopolous, 8550 N. 59<sup>th</sup> Street stated that he also supported the blight designation.

Auggie Zanowski, 8614 N. 56<sup>th</sup> Street stated that he felt the way in which the owner has left the property was disgusting and said that it was a blight on the community.

Bruce Thomas, 6200 W. Pierner asked if there were any agreements on file between the owner and the Village particularly related to taxes. Mr. Hall replied that there were no agreements.

Dave Roettgers, representing Hwy K LLC stated that he was willing to sell the property to the Village if an agreeable price could be negotiated.

Nunzio Italiano, 5050 W. Beech Court stated that the current owner let the property deteriorate and it is now a blight.

**III. Consideration of Minutes: August 13, 2013 Meeting**

*It was moved by Mr. Fleming and seconded by Mr. Coons to approve the minutes from the August 13, 2013 meeting. The motion carried unanimously.*

**IV. Report of Staff**

Mr. Piotrowski reported on new development including the Dunkin Donuts/retail development at Deerwood Drive and Green Bay Road, the expansion of Poco Loco, the progress of Deerwood Crossing Phase Two and Bradley Crossing Phase Two. He also reported on the Original Village construction progress. Mr. Marcuvitz added that the Wisconsin Court of Appeals District 1 unanimously ruled in favor of the Village regarding the appealed right of way lawsuit.

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

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

1. Real estate negotiation within TID #3

2. Blight designation - 5091 W. Brown Deer Road, Hwy K Brown Deer LLC

*It was moved by President Krueger and seconded by Mr. Fleming to recess into closed session at 7:30 p.m. The motion carried unanimously.*

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

*It was moved by Mr. Fleming and seconded by Mr. Williams to reconvene into open session at 8:15 p.m. The motion carried unanimously.*

**VII. New Business**

A) Consideration of a possible blight designation for property at 5091 W. Brown Deer Road, Hwy K Brown Deer LLC

*It was moved by President Krueger and seconded by Mr. Williams to layover the consideration of a possible blight designation until the next meeting of the Community Development Authority. The motion carried unanimously.*

**VIII. Adjournment**

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



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Nate Piotrowski, Community Development Director