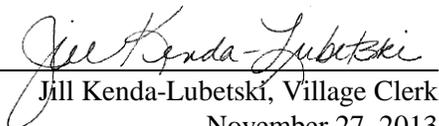


VILLAGE BOARD MEETING
Monday, December 2, 2013
Earl McGovern Board Room, 6:30 P.M.



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 18, 2013 – Regular Meeting
- V. Unfinished Business
 - A) Landscaping and Village Identity for the Village of Brown Deer - Topiary
- VI. New Business
 - A) North Shore Fire Department Funding Formula
 - B) Resolution No. 13-, “A Resolution Approving the Boundaries Designated by the Community Development Authority of the Village of Brown Deer, Wisconsin and Declaring the Area Within the Designated Boundaries to be Blighted”
 - C) Legal Services with Michael Best & Friedrich LLP (Community Development Authority)
 - D) Tax Rate for 2014
 - E) 2014 Goals
 - F) Agenda Layout
- VII. Committee Appointments
- VIII. Village President’s Report
- IX. Village Manager’s Report
- X. Adjournment



Jill Kenda-Lubetski, Village Clerk
November 27, 2013

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

**BROWN DEER VILLAGE BOARD
NOVEMBER 18, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

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

I. Roll Call

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

Excused: Trustee Baker

Also Present: Michael Hall, Village Manager; Matthew Janecke, Assistant Village Manager; John Fuchs, Village Attorney; Steven Rinzel, Police Chief; John Graeber, Police Captain; Robert Halverson, Police Captain; Matthew Maederer, Director of Public Works/Village Engineer; Brian Williams-Van Klooster, Library Director; and Dan Driscoll, Bayside Communications Center Director.

II. Pledge of Allegiance

III. Persons Desiring to be Heard

IV. Consideration of Minutes: November 4, 2013 – Regular Meeting

It was moved by Trustee Boschert and seconded by Trustee Springman to approve the minutes for the November 4, 2013 - Regular Meeting. The motion carried unanimously.

V. New Business

A) Presentation by Dan Driscoll, North Shore Dispatch Center Director - Village Manager

Dan Driscoll made a presentation regarding the objectives set for 2013 and key developments encountered over the course of the past year focusing on the full scope of services described in the Dispatching Services Agreement.

President Krueger inquired into the calls for service the Bayside Communication Center (BACC) is receiving currently in comparison to what a few of the reports mentioned in the process of analyzing the total volume the BACC would receive prior to the consolidation. Mr. Driscoll mentioned a number of reasons for the greater amount of calls for service, specifically having to do with rerouting, popularity of cell phone use, and more surrounding calls being routed to the BACC that were previously routed to the City of Milwaukee. President Krueger followed up his question and asked if there is a way to track incoming calls respective to the Fire Department and Police Departments. Mr. Driscoll responded there is no way to predetermine incoming calls; they are tracked on the call itself and who is dispatched.

Trustee Boschert inquired if the funding formula is based on usage, and if so, how do the extra calls for service coming from the City of Milwaukee get split amongst each community in the consolidated dispatch center. Mr. Driscoll replied he was not employed by the BACC when the formula was determined, and any questions would need to be forwarded to the Bayside Village Manager. Chief Rinzel alluded to how calls are being received now in comparison to how they were received initially. Mr. Hall added that the formula does not show the exact way costs are being determined, whether it is calls for service or some other usage factor that determines the municipalities cost share. Recently received documents from the Bayside Village Manager only show how much each municipality is paying.

Trustee Springman asked if response times have changed since calls are not being received by the City of Milwaukee and rerouted to the BACC. Chief Rinzel responded there is not a noticeable difference in response times.

Trustee Weddle-Henning asked about the program in place to train new dispatchers. Mr. Driscoll responded he is pursuing a training program similar to the program Brown Deer used to train their dispatchers which was a performance based tracking system that used metrics to determine performance. Mr. Driscoll thanked Chief Rinzel for being instrumental in developing a training program.

Chief Rinzel mentioned Mr. Driscoll has addressed many of the concerns coming from the police chiefs and appraised him for his accomplishments.

B) Approve Village Assessment Services - Trustee Oates

Mr. Janecke reviewed his memo and included a short explanation of the process Staff used to review and accept proposals for Village Assessment Services. After a round of interviews, basically the decision came down to two firms, and Staff determined Associated Appraisal was the best fit based on cost, software being used, and services offered. Mr. Janecke introduced Mark Brown for a short introduction on Associated Appraisal.

President Krueger asked about the process for a full revaluation and whether or not unpermitted home improvements will be discovered and included in the assessment. Mr. Brown responded a few unpermitted improvements will be found during a home walkthrough and will be added to the assessment roll along with any permitted improvements. A full revaluation is the best way to get the greatest accuracy for home values.

Trustee Oates asked Mr. Brown to list similar communities to Brown Deer that Associated Appraisal provides assessment services. Mr. Brown responded Associated Appraisal client communities within Milwaukee County are: Shorewood, Hales Corners, and St. Francis.

Trustee Schilz clarified 2015; the Village will perform a full revaluation to include a walkthrough of each home and commercial parcels. Mr. Janecke explained the full revaluation will address two problems; one, the noncompliance of assessments for commercial properties and the other to satisfy digital compliance of images and sketches mandated by the state.

Trustee Weddle-Henning asked if the agreements included in the packet are the final agreements that will be signed and approved by the Village President. Mr. Janecke responded the agreements included in the packet are sample agreements and if Associated Appraisal is awarded the contract, Attorney Fuchs will have a chance to review any final documents before signing.

A brief conversation ensued about the specifics of a full revaluation.

It was moved by President Krueger and seconded by Trustee Boschert to award the contract for assessment services for years 2014 through 2017, with a full revaluation in 2015 to Associated Appraisal. The motion carried unanimously.

C) Approve Renewal of Professional Engineering Agreement with Ayres Associates - Trustee Oates

Mr. Maederer reviewed his memorandum to have Ayres Associates serve as the Village's Civil Engineering Consultant for a three year term from 2014 through 2016. The intentions with the agreement are to lock in rates for services, however it does not preclude the Village from using any other firms for engineering services but merely locks in rates over a three year period so the Village does not need to collect three bids every time a project comes up. Trustee Oates added rates are based on years of experience and professionalism.

It was moved by Trustee Boschert and seconded by Trustee Schilz 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.

D) Approval of MOU with City of Mequon for County Line Road Reconstruction Design - Trustee Oates

Mr. Maederer reviewed his memorandum for the MOU with the City of Mequon for the County Line Road reconstruction project. The MOU is only for the design of the project and a separate MOU will be coming forward at a later date for the construction of the project. Essentially the cost for design is split 50/50 between Mequon and Brown Deer. Notably there are two tasks Brown Deer will be solely responsible for the costs; the first being the cost to design a sidewalk on the south side of County Line Road and the other task is to design a 10 foot off road path connecting to 60th Street. Both the projects total \$6,000, and relate only to Brown Deer.

Trustee Weddle-Henning asked if the City of Mequon had any interest in constructing a sidewalk on their side of 60th Street, and Mr. Maederer responded their council was not interested in doing that.

Trustee Schilz inquired into the right away off of County Line Road and whether or not private property will need to be had in order to construct the path and sidewalk. Mr. Maederer replied the right-of-way is 20 feet wide, and there will be no issues with private property.

It was moved by Trustee Boschert and seconded by Trustee Schilz to approve the MOU with the City of Mequon for County Line Road Reconstruction Design. The motion carried unanimously.

E) Approve Design Services for County Line Road Reconstruction with the City of Mequon - Trustee Oates

Mr. Maederer noted this item is in tandem with the previous item considering GAI Consultants as the design firm for the County Line Road reconstruction project. Three firms were targeted to perform the design work for the project and Staff is recommending GAI Consultant, formerly Crispell Snyder, as the contracted design firm.

It was moved by Trustee Oates and seconded by Trustee Weddle-Henning to approve the design services contract to GAI Consultants. The motion carried unanimously.

F) Approve Law Enforcement Mutual Aid Agreement with the North Shore Communities - Village Manager

Mr. Hall announced he will speak to both items F) and G) as one item and continued the agreements address mutual aid disaster relief through North Shore municipal services and creates a process for the North Shore municipalities to submit a reimbursement form for federal aid reimbursements. Assuming approval of the law enforcement mutual aid agreement, authority will be granted to the Bayside Communication Center to dispatch priority one calls for service, meaning no matter the jurisdictional boundary the closest squad car will be dispatched to the area of service.

Trustee Schilz clarified all municipal services including Building Inspection and the North Shore Health Department fall under the municipal agreement.

It was moved by Trustee Boschert and seconded by Trustee Oates to approve the Law Enforcement Mutual Aid Agreement with the North Shore Communities. The motion carried unanimously.

G) Approve Municipal Services Aid Agreement with the North Shore Communities - Village Manager

It was moved by President Krueger and seconded by Trustee Oates to approve the Municipal Services Aid Agreement with the North Shore Communities. The motion carried unanimously.

H) Approval and Consideration of Vouchers - Trustee Oates

It was moved by Trustee Boschert and seconded by Trustee Weddle-Henning to approve the vouchers from October 4, 2013 to October 25, 2013 in the amount of \$552,469.69. The motion carried unanimously.

I) Approve Gateway Signs and Landscaping on Brown Deer Road - Trustee Boschert

Mr. Hall reviewed some of the discussions and consensus during the Budget Workshop concerning this item, stating a positive consensus favoring the topiary landscaping in front of the future gateway signs at the east and west edges of the Village. Trustee Boschert requested this discussion be a formal agenda item with a vote for approval and he continued with addressing his concerns of having the topiary placed in those locations. After further analysis from the Budget Workshop, he determined the cost and the ease to deface the deer topiary has caused him to question the appropriateness of using tax payer dollars to fund something like this. Mr. Hall clarified that this is a result of Staffs' creativity to circumvent the Department of Transportation limitation of placing distinguishing gateway features in the right-of-way median area along Brown Deer Road, and questions the ability to vandalize the topiary. He continued to state that the decision is ultimately up to the Village Board to decide if this is appropriate for the median on Brown Deer Road.

Trustee Weddle-Henning expressed her appreciation to Staff for coming up with a creative feature to distinguish the borders of the Village, and likes the idea paired with the gateway sign. Trustee Springman asked if the topiary deer can be added later and Mr. Hall responded that it could.

Trustee Oates inquired into whether or not vandalism would be covered as part of the Village's insurance policy. Mr. Hall responded the deductible would be more than the cost to buy a new topiary in the event it was ruined, however, the topiary does have a one year warranty.

Trustee Schilz noted the topiary would not be able to withstand being in the median because of the snow and salt from the roadway and suggested tax dollars could be spent more appropriately.

A discussion ensued about the reaction and perception of the community relating to appropriate spending.

It was moved by Trustee Weddle-Henning and seconded by Trustee Springman to approve Gateway Signs and Landscaping on Brown Deer Road. The motion was split 3-3, with Trustees Boschert, Oates and Schilz voting in opposition.

J) Approve Village Board Meeting Schedule for 2014 – Village Manager

There was a consensus from Village Board to accept the Village Board Meeting Schedule as presented, excluding the first meeting in July.

It was moved by President Krueger and seconded by Trustee Springman to adopt the Village Board Meeting Schedule for 2014, excluding the first Village Board meeting in July. The motion carried unanimously.

K) Report on September 2013 Financial Reports – Treasurer / Comptroller

Trustee Oates inquired into some of the payments relating to the Original Village Streetscaping project. Mr. Maederer commented a payment was made for approximately \$500,000 to Stark Asphalt for the asphalt work towards a \$2.4 million total contract.

No action was taken on this item.

L) Approve Request for Extended Holiday Hours – Assistant Village Manager

Mr. Janecke announced Bath & Body Works and h.h. Gregg are requesting holiday hour extensions on Thanksgiving night and the morning of Black Friday and are consistent with the approvals made at the November 4th Village Board meeting for other Village retailers. Kohl's has reconsidered their request of staying open a consecutive 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. Mr. Janecke stated this is consistent with all of the other retailers and Kohl's request from last year that was approved.

Trustee Boschert asked how the Village is being compensated for providing extra law enforcement to patrol the retail areas during Black Friday. Chief Rinzel explained each retailer will be invoiced a split charge amongst the retailers requesting to be open for officer wages and benefits plus the federal charge for equipment.

It was moved by Village President Krueger and seconded by Trustee Weddle-Henning to approve the special requests made for Extended Holiday Hours by Bath & Body Works and h.h. Gregg. The motion passed 5-1, with Trustee Oates voting in opposition.

VI. Unfinished Business

A) Approve Request for Extended Holiday Hours from Kohl's - Assistant Village Manager

It was moved by Trustee Weddle-Henning and seconded by Trustee Springman to approve the reconsideration of Kohl's to remain open until midnight from December 20-23, 2013. The motion passed 5-1, with Trustee Oates voting in opposition.

VII. Committee Reports

Trustee Oates reported the Finance and Public Works Committee discussed at their meeting the purchasing of mulch by outside contractors for \$8 per cubic yard and the hours of operation for the Recycling Center will be reduced to reflect usage.

IX. Village President's Report

Village President Krueger reported on the following:

North Shore Fire Department meeting and discussion approving the funding formula
Milwaukee County Intergovernmental Cooperation Council

X. Village Manager's Report

Mr. Hall reported on the following:

Library survey and presentation on funding
Village Board meeting in January will include a presentation on 60th Street
Announced the Public Works Department would entertain a ride-along in a plow truck for Trustees
Goals for 2014

XI. 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 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

It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 8:24 p.m. The motion carried unanimously.

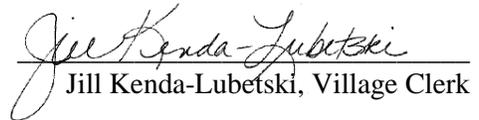
It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to reconvene into Open Session at 8:55 p.m. The motion carried unanimously.

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

No action was taken.

XIII. Adjournment

It was moved by Trustee Springman and seconded by Trustee Oates to adjourn at 8:56 p.m. The motion carried unanimously.



Jill Kenda-Lubetski, Village Clerk

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: Board of Directors (via email)
Date: March 26, 2013
Subject: Amendment #8 to Fire Services Agreement

As you are aware, the North Shore Fire Department Board of Directors unanimously recommended Amendment #8 to the member municipalities at its meeting on November 25, 2013. In accordance with the Fire Services Agreement, each member municipality's local governing body must now pass the Amendment.

Enclosed is a boilerplate resolution for use by the member municipalities along with Amendment #8. Both documents have been reviewed by our attorney William Dineen. The actual signed copy of North Shore Fire Department Resolution #13-03, which is the recommendation to the member municipalities, will be sent to each community as soon as it is signed, but no later than Monday December 2, 2013.

The City of Glendale asked if each community could consider this Amendment by the end of the calendar year at the November 25, 2013 Board Meeting. Once your community considers the Resolution and Amendment, could you please advise me of its status and send the signed Resolution to Administrative Coordinator Kerry Wenzel at kwenzel@nsfire.org or via mail if it is adopted. If you would like me to attend your Village Board/Common Council Meeting where this is considered, please advise me as soon as possible. Additionally, if you need further background information on the formula, please advise me and I will attempt to provide whatever is needed.

Cc: Administrative Coordinator Kerry Wenzel
North Shore Managers/Administrator
Attorney William Dineen

AMENDMENT NO. 8 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Upon the expiration of Amendment No. 7 to the Amended and Restated North Shore Fire Department Agreement at the end the 2015 budget year the Financing Formula set forth in Exhibit C, incorporated into the Amended and Restated North Shore Fire Department Agreement under Section 17.1 Financing Formula, shall be amended and restated as follows:

EXHIBIT C

Financing Formula (Distribution of Costs)

Each participating municipality's annual financial contribution to the North Shore Fire Department's operating and capital budget shall be based on the following:

1. Population

Thirty percent (30%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total population of all the municipalities, as determined by the State of Wisconsin. Each municipalities' population for the purposes of this agreement will be calculated using the average of the population of each municipality for the five prior calendar years.

2. Equalized Valuation

Thirty percent (30%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the municipalities, as determined by the State of Wisconsin. The equalized valuation will be calculated, for the purposes of this agreement, using the average of the total equalized valuation, excluding land, over the preceding five calendar years.

3. Usage

Forty percent (40%) of the total budget contribution shall be shared among the municipalities in proportion to each municipality's percentage share of usage. Usage, for the purposes of this agreement, shall be calculated based on each municipality's percentage share of the total usage averaged over the preceding five calendar years.

Usage shall be calculated based on the actual number of personnel hours for each fire or E.M.S. run, rounded to the next one-tenth of one (1) hour. Personnel hours are calculated from the time vehicle leave their stations to the time vehicles return to their stations. Usage is assigned to the municipality in which the call for service originated, without regard to where the personnel responding are stationed.

The financing formula calculation will be performed every five years beginning in 2015 for the 2016 Budget Year. Once a percentage is determined for each municipality, the percentage each municipality is paying in the current calendar year will be subtracted from the newly determined percentage. The resulting amount will be divided by five and incrementally phased in over a five year period.

STATE OF WISCONSIN: [CITY/VILLAGE] OF _____ :MILWAUKEE COUNTY

RESOLUTION NO. - _____

A Resolution Approving Amendment No. 8 to the North Shore Fire Department Agreement to Amend and Restate the Financing Formula in Exhibit C.

WHEREAS, the Board of Directors of the North Shore Fire Department on November 25, 2013 unanimously adopted Resolution No. 13 - 03 that recommends Amendment No. 8 to the Amended and Restated North Shore Fire Department Agreement, (hereinafter "Amendment No. 8"), attached to and made a part of this Resolution, be approved by each of the municipalities a party to the Amended and Restated North Shore Fire Department Agreement (hereinafter "The Agreement"); and

WHEREAS, Amendment No.8 to the Agreement must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the [Village Board/City Council] of the [Village/City] of _____ that the [Village/City] of _____ hereby approves Amendment No. 8 to the Agreement in the form presented as attached and directs the [Village/City] Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

PASSED AND ADOPTED by the [Village Board/City Council] of the [Village/City] of _____ this _____ day of _____, 2013.

[VILLAGE/CITY] OF _____

[Village President/Mayor]

Countersigned:

[Village/City] Clerk

A resolution approving the boundaries designated by the Community Development Authority of the Village of Brown Deer, Wisconsin and declaring the area within the designated boundaries to be blighted

Resolution No. _____

WHEREAS, the function of the Community Development Authority of the Village of Brown Deer ("CDA") is to promote the health, safety and general welfare of the Village residents by eliminating substandard, deteriorated, slum and blighted areas and blighted properties; and

WHEREAS, the Village Board of the Village of Brown Deer has authorized the CDA to proceed under Wis. Stats. §66.1333; and

WHEREAS, that portion of the Village of Brown Deer located at the southeast corner of North 51st Street and West Brown Deer Road in the Village of Brown Deer, depicted on Exhibit A attached hereto, is considered blighted and in need of redevelopment; and

WHEREAS, pursuant to Wis. Stats. §66.1333(6)(b)1, the CDA considered the boundaries of a proposed project area at the southeast corner of North 51st Street and West Brown Deer Road; and

WHEREAS, on November 20, 2013 the CDA designated the boundaries for the proposed project area as shown on Exhibit A; and

WHEREAS, the CDA has submitted the boundaries of the proposed project area to the Village Board for approval and for a determination that the area within the boundaries is blighted and in need of blight elimination, slum clearance or an urban renewal project.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Brown Deer:

1. That the Village Board hereby approves the designated boundaries as shown on Exhibit A; and
2. The Village Board hereby declares the area within the boundaries as shown on Exhibit A is a blighted area in need of a blight elimination, slum clearance or an urban renewal project.
3. The Village Board authorizes the acquisition by purchase of the properties shown on Exhibit A, subject to its final review and approval of the terms of such acquisition, and directs Village staff to commence negotiation for such purchases.

Adopted by the Village Board of the Village of Brown Deer on this ____ day of _____, 2013.

Village Clerk

Village President

VOTE:

AYE

NAY

President Krueger _____

Trustee Baker _____

Trustee Boschert _____

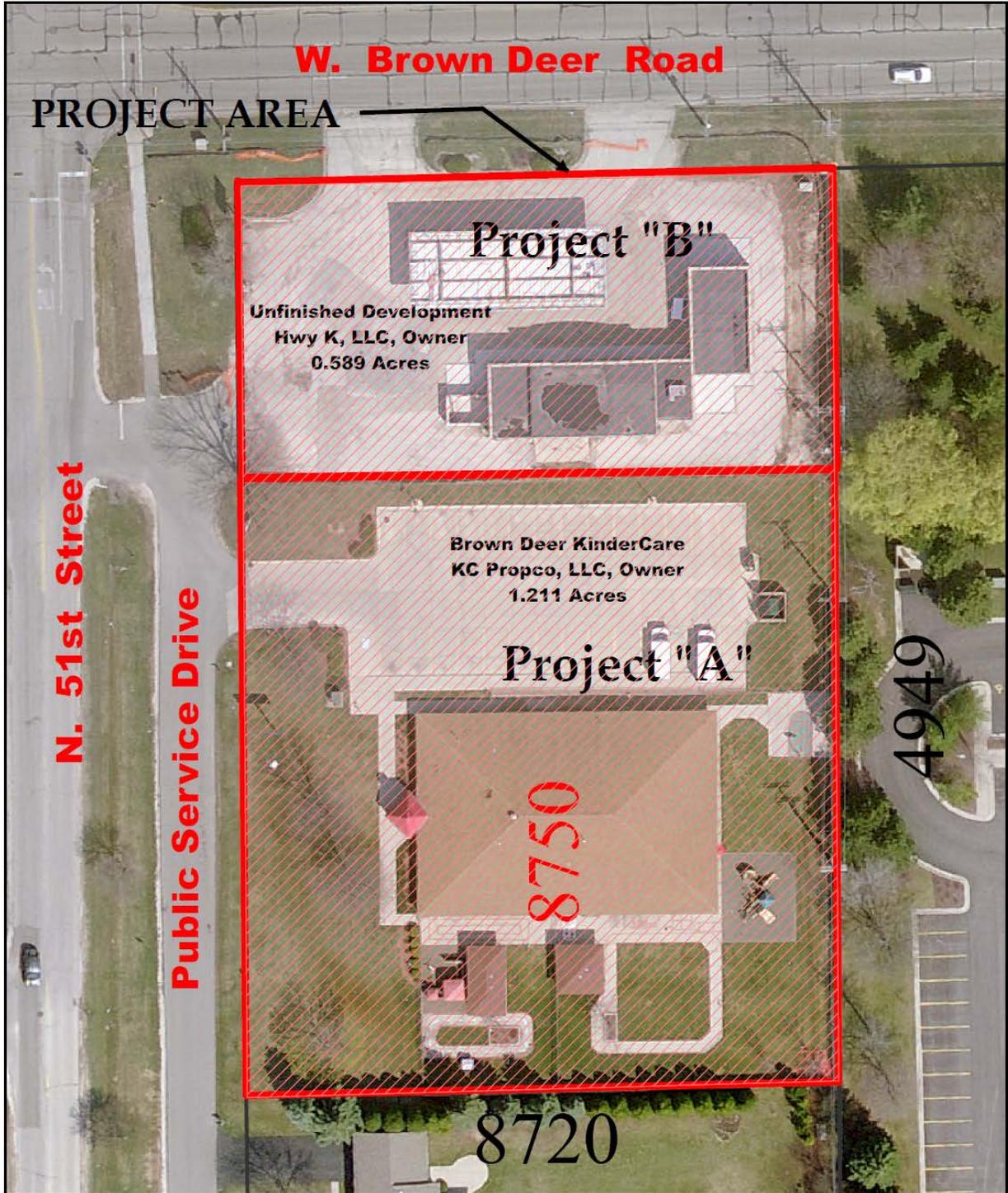
Trustee Oates _____

Trustee Schilz _____

Trustee Springman _____

Trustee Weddle-Henning _____

EXHIBIT A



**Site Map of
Southeast Corner of
N. 51st St. & W. Brown Deer Rd.**



MICHAEL BEST

& FRIEDRICH LLP

Michael Best & Friedrich LLP

Attorneys at Law

100 East Wisconsin Avenue

Suite 3300

Milwaukee, WI 53202-4108

Phone 414.271.6560

Fax 414.277.0656

Alan Marcuvitz

Direct 414.225.4927

Email ahmarcuvitz@michaelbest.com

November 13, 2013

Village of Brown Deer and
Community Development Authority of the Village of Brown Deer
c/o Atty. John Fuchs
1233 North Mayfair Road
Milwaukee, WI 53226

RE: Legal Services As Requested – Village of Brown Deer and
Community Development Authority Of the Village of Brown Deer
(collectively “Brown Deer”)

Dear Village and Authority:

Thank you for the confidence Brown Deer has expressed in our continuing practice.

Our Firm is updating engagement arrangements and is desirous of entering into an engagement limited to the aforementioned matter(s). Both Brown Deer and our Firm have agreed that our engagement is limited to the aforementioned matter(s) and that our Firm is not engaged to represent Brown Deer generally.

This letter is intended to communicate to you the scope of our professional engagement. Please review this letter and sign the enclosed duplicate and return it to me as a prerequisite for our Firm representing Brown Deer’s interests in regards to the aforementioned matter(s).

In addition, ethical rules issued by the Wisconsin Supreme Court, which govern the conduct of lawyers in Wisconsin, require that before Michael Best & Friedrich LLP can accept the engagement, any conflict of interest must be waived. A copy of the applicable rule, SCR 20:1.7, is enclosed.

SCOPE OF ENGAGEMENT AND EXPECTATIONS.

Our legal representation will be limited to the aforementioned matter(s). We will provide appropriate and necessary professional services relative thereto.

IDENTIFICATION OF CLIENT.

As attorneys, we owe certain professional obligations to our clients. With respect to the matters set forth in this letter, our clients are the Village of Brown Deer and Community Development Authority of the Village of Brown Deer. We anticipate taking direction from authorized representatives of Brown Deer in connection with this engagement.

MICHAEL BEST

& FRIEDRICH LLP

Village of Brown Deer and
Community Development Authority
November 13, 2013
Page 2

FEES COSTS; BILLING AND PAYMENT; COSTS OF COLLECTION.

Fees: Each bill for legal services rendered will be a function of our hourly rates multiplied by the hours invested by each attorney or legal assistant who performs services on your behalf. The hourly rates for attorneys and legal assistants who may be involved in these matters currently range from \$150 to \$400, depending on the attorney's level of experience. Hourly rates are reviewed periodically and may be adjusted from time to time. We do not normally notify clients of rate increases.

Other Fees, Costs and Expenses: Major disbursements and charges for outside services will be forwarded to you for direct payment. Other out-of-pocket costs and expenses, such as long distance telephone, facsimile, photocopy, minor filing fees, transportation costs (including automobile mileage at the per mile rate established by the Internal Revenue Service from time to time), computer research fees and other miscellaneous expenses identifiable to your matter, will be billed monthly. If you need to discuss our Billing Policy or any specific billing matter, you are encouraged to contact me directly at your convenience. You should promptly communicate any questions or concerns about a bill to me so that we can resolve the matter as soon as possible.

Billing and Payment: Our standard practice is to bill each month for services rendered by us during the previous month. Payment is due upon receipt of our billing invoice. We shall review all billing statements before they are issued to ensure that the amount charged is appropriate. The principal factor in the billing is our schedule of hourly rates and the hours worked for you on the specific project.

ADDITIONAL REPRESENTATION TERMS.

~~You will at all times have the right to terminate our services upon prior written notice. We too~~ will at all times have the right to terminate our professional relationship with you within the bounds of our ethical obligations as attorneys. Generally, we do not terminate client relationships except for cause.

FIRM'S LLP STATUS.

The Firm is a Wisconsin limited liability partnership. Under this structure, the individual partners do not have unlimited personal liability arising from the malpractice of the other attorneys on matters in which they had no involvement or supervisory role. The LLP structure will not, however, protect the Firm or those partners whose own negligence, wrongful acts or misconduct (or that of any person working under their direct supervision and control) is the basis for the malpractice claim at issue. Furthermore, by Wisconsin Supreme Court Rule, a firm of our size is required to carry professional liability insurance providing for at least \$10.0 million in

MICHAEL BEST

& FRIEDRICH LLP

Village of Brown Deer and
Community Development Authority
November 13, 2013
Page 3

combined indemnity and defense cost coverage per claim, with at least \$10.0 million aggregate combined indemnity and defense cost coverage amount per policy period.

CONFLICTS OF INTEREST AND WAIVERS.

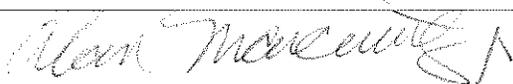
Brown Deer understands that the Firm represents clients who may have interests adverse to Brown Deer in a wide variety of other matters (including zoning, financing, environmental, real estate, traffic, tax, and litigation against Brown Deer, in which Brown Deer has separate counsel); that the Firm's ability to represent Brown Deer for the aforementioned matter(s) is not limited by the representation of the other clients in such other matters; and that Brown Deer waives all current and future conflicts in those enumerated areas up to and including litigation against Brown Deer in those areas.

Your signature on this letter confirms our understanding that nothing in this engagement shall preclude the Firm from representing the interests of its other clients or any related entities in the future, in matters other than the aforementioned matters, and in the event the interests of these related entities become adverse at some point to Brown Deer, you have agreed that nothing in this engagement shall prohibit our Firm, at the election of those related entities, from representing those related entities in connection with those matters.

Please sign the enclosed copy of this letter confirming our engagement and all matters set forth herein. We look forward to working with you with regard to the aforementioned matter(s). If you have any questions, please contact me directly at the above referenced telephone number.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP



Alan Marcuvitz

Enclosure

ACKNOWLEDGED, AGREED AND CONSENTED
ON BEHALF OF THE VILLAGE OF BROWN DEER
AND THE COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF BROWN DEER

Date: _____

Village of Brown Deer and
Community Development Authority
November 13, 2013
Page 4

SCR 20:1.7 Conflict of Interest: General Rule

- (a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:
 - (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
 - (2) each client consents in writing after consultation.

- (b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interest, unless:
 - (1) the lawyer reasonably believes the representation will not be adversely affected; and
 - (2) the client consents in writing after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

030593-0001\14053220.1

Memorandum

To: Village President Carl Krueger
Village Board of Trustees

CC: Attorney John Fuchs

From: Michael Hall, Village Manager

Date: November 25, 2013

Re: Agendas

I would like to address the Village Board Agenda and my change from the last Board Meeting. My intention for the change in the agenda for the last Board Meeting was to make the material easier to understand and avoid a possible open meetings law violation. I admit the agenda from the last meeting needs some tweaking, however the need for a change still remains. Let me explain why the need for a change.

I have received some feedback from a couple of Brown Deer citizens that they are not sure what is being discussed and voted on when they look at the agenda. I also received an e-mail from the owner of the dance studio requesting clarification as to why action could not be taken if an item is mentioned on the agenda. It was after these events that I decided to look into the proper agenda format and to make it easier for the public to understand. I had Jill reach out to multiple municipalities to submit examples of their agendas, I have consulted with attorney Fuchs, and I have read state law on open meeting laws. Here is what my research has revealed.

Every public notice of a meeting must give the “time, date, place and subject matter of the meeting, including that intended for consideration at any contemplated closed session, in such form as is reasonably likely to apprise members of the public and the news media thereof.” Wis. Stat. § 19.84(2). A frequently recurring question is, how specific a subject-matter description in a meeting notice must be. Prior to June 13, 2007, this question was governed by the “bright-line” rule articulated in *State ex rel. H.D. Ent. v. City of Stoughton*, 230 Wis. 2d 480, 602 N.W.2d 72 (Ct. App. 1999). On June 13, 2007, the Wisconsin Supreme Court overruled *H.D. Enterprises* and announced a new standard to be applied prospectively to all meeting notices issued after that date. *State ex rel. Buswell v. Tomah Area Sch. Dist.*, 2007 WI 71, 301 Wis. 2d 178, 732 N.W.2d 804. In short, it states that in order to draft a meeting notice that complies with the reasonableness standard, a good rule of thumb will be to ask whether a person interested in a specific subject would be aware, upon reading the notice, that the subject might be discussed.

Purely generic subject matter designations such as “old business,” “new business,” “miscellaneous business,” “agenda revisions,” or “such other matters as are authorized by law” are insufficient because, standing alone, they identify no particular subjects at all. Becker

Correspondence, November 30, 2004; Heupel Correspondence, August 29, 2006. Similarly, the use of a notice heading that merely refers to an earlier meeting of the governmental body (or of some other body) without identifying any particular subject of discussion is so lacking in informational value that it almost certainly fails to give the public reasonable notice of what the governmental body intends to discuss. Erickson Correspondence, April 22, 2009. If such a notice is meant to indicate an intent to simply receive and approve minutes of the designated meeting, it should so indicate and discussion should be limited to whether the minutes accurately reflect the substance of that meeting.

Likewise, the Attorney General has advised that the practice of using such designations as “mayor comments,” “alderman comments,” or “staff comments” for the purpose of communicating information on matters within the scope of the governmental body’s authority “is, at best, at the outer edge of lawful practice, and may well cross the line to become unlawful.” Rude Correspondence, March 5, 2004. Because members and officials of governmental bodies have greater opportunities for input into the agenda-setting process than the public has, they should be held to a higher standard of specificity regarding the subjects they intend to address. Thompson Correspondence, September 3, 2004.

Another question is, does the agenda need to state an action will be taken is important as well. The Wisconsin Court of Appeals has noted that “Wis. Stat. § 19.84(2) does not expressly require that the notice indicate whether a meeting will be purely deliberative or if action will be taken.” *State ex rel. Olson v. City of Baraboo*, 2002 WI App 64, ¶ 15, 252 Wis. 2d 628, 643 N.W.2d 796. The Buswell decision inferred from this that “adequate notice . . . may not require information about whether a vote on a subject will occur, so long as the subject matter of the vote is adequately specified.” *Buswell*, 301 Wis. 2d 178, ¶ 37 n.7. Both in *Olson* and in *Buswell*, however, the courts reiterated the principle—first recognized in *Badke*, 173 Wis. 2d at 573-74 and 577-78—that the information in the notice must be sufficient to alert the public to the importance of the meeting, so that they can make an informed decision whether to attend. *Buswell*, 301 Wis. 2d 178, ¶ 26; *Olson*, 252 Wis. 2d 628, ¶ 15. The *Olson* decision thus acknowledged that, in some circumstances, a failure to expressly state whether action will be taken at a meeting could be a violation of the open meetings law. *Id.* Although the courts have not articulated the specific standard to apply to this question, it appears to follow from *Buswell* that the test would be whether, under the particular factual circumstances of the case, the notice reasonably alerts the public to the importance of the meeting. *Herbst Correspondence*, July 16, 2008.

Based on this information about the open meeting laws and comments from the public, I believe the items that need discussion and action by the Board need to be clearly defined for the public to see. When an item is buried in the committee report section, it is unclear to the public that there is an action item. I don’t want to remove the Board’s opportunity to report relevant items to other Board members but to simply differentiate action items from reporting items. I would suggest that the committee reports be limited to the meeting notes and it be stated in the agenda that is the case.

Ultimately it is up to the Board to decide how the agenda should look. I would request that this topic be added to the next board agenda in order to discuss how the agenda should look going forward.

Thank you,
Michael Hall

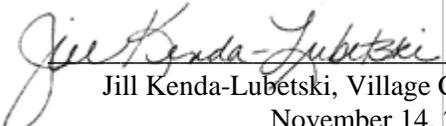
VILLAGE BOARD MEETING
Monday, November 18, 2013
Earl McGovern Board Room, 6:30 P.M.



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
 - B) Village Assessment Services - **Finance & Public Works Committee**
 - C) Renewal of Professional Engineering Agreement with Ayres Associates - **Finance & Public Works Committee**
 - D) MOU with City of Mequon for County Line Road Reconstruction Design - **Finance & Public Works Committee**
 - E) Design Services for County Line Road Reconstruction with the City of Mequon - **Finance & Public Works Committee**
 - F) Law Enforcement Mutual Aid Agreement with the North Shore Communities - **Manager's Office**
 - G) Municipal Services Aid Agreement with the North Shore Communities - **Manager's Office**
 - H) Consideration of Vouchers - **Finance & Public Works Committee**
 - I) Gateway Signs and Landscaping on Brown Deer Road - **Trustee Boschert**
 - J) Village Board Meeting Schedule for 2014 – **Village Manager**
 - K) Report on September 2013 Financial Reports – **Administrative Services**
 - L) Request for Extended Holiday Hours – **Manager's Office**
- VI. Unfinished Business
 - A) Request for Extended Holiday Hours from Kohl's - **Manager's Office**
- 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



Committee/Board/Commission Questionnaire

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

Name: (as you like to be addressed) Marie-Claude Milot

Address: 7827 N 40th ST Phone #: 202-309-2720

E-Mail: RENBI@YAHOO.COM Years as Brown Deer Resident: 6 years

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

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

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

Why are you interested in serving on this particular group: See Attachment

Qualifications for serving on this group: years and years of looking at my dad doing it, and then me!

Other Community Involvement: volunteer work at different charity.

Occupation / Employer: Chief Human Resources officer at IEWC

Family Details: (optional) married, 3 kids

Leisure Activities / Hobbies: (optional) gardening, Hiking,

Signature: MC Milot Date: 11/09/2013

I believe when a Community comes together to take care of its surroundings, it creates several benefits to all; a friendly and welcoming atmosphere, nature preservation, social attraction and certainly enhancement of the quality of life.

Until winning this year, I was not aware of the existence of the Beautification Committee. This is a great initiative and I would be happy to contribute my skills to support the Committee efforts in promoting the Beautification of Brown Deer.