

TOWN OF BROOKFIELD  
BUDGET PUBLIC HEARING  
NOVEMBER 15, 2022

The Town of Brookfield Budget Public Hearing was held on Tuesday, November 15, 2022 in the Erich Gnant Room of the Town Hall, located at 645 North Janacek Road in Brookfield, Wisconsin.

Town Chairman Keith Henderson opened the Public Hearing at 7:00p.m. with the following people present: Supervisors John Schatzman, Steve Kohlmann, Michael Schmitt, and Ryan Stanelle; Town Administrator Tom Hagie; Town Attorney Michael Van Kleunen; Highway Superintendent Scott Hartung; Police Chief Chris Perket; Fire Chief Andy Smerz; Assistant Fire Chief Anthony D'Amico; Sanitary District Superintendent Tony Skof; Parks & Rec Director Chad Brown; Municipal Court Judge JoAnn Eiring; Town Clerk Donna Pulles to record the minutes; and the residents as listed on the attached sign-in sheet.

Clerk Pulles confirmed that the Public Hearing Notice was posted as required by law. Chairman Henderson led the audience in the Pledge of Allegiance.

#### MINUTES

Resident Anthony D'Amico moved to approve the minutes of the November 17, 2021 Budget Public Hearing and Special Town Meeting as presented. The motion was seconded by Resident Sue Kohlmann, a voice vote was taken, and the motion passed unanimously.

#### BUDGET PRESENTATION

Chairman Henderson said that he would turn the presentation over to Administrator Hagie.

Administrator Hagie introduced himself and said one of his responsibilities is preparation of the budget. The Town strives to be as efficient as possible with your tax dollars while providing the same or better services than our neighbors. He stated that the department heads have done a fantastic job this year staying within their budgets and finding ways to maximize savings. Mr. Hagie stated the Town's ability to increase the levy to support the Town's budgetary needs is severely limited the year because a minimal allowable increase from net new construction. While the 2022 budget did not include the use of fund balance, the 2023 budget proposes the use of \$197,000 of fund balance to meet next year's budget needs.

Administrator Hagie noted that in 2023, once again the bulk of our revenue comes from our property taxes and the second biggest source is the hotel tax. The bulk of expenditures at 67% is public safety, which is mainly the police and fire departments. General government makes up about 17% of the overall budget. This points to how efficient we are with the money we have, while providing as many services to the Town residents as we possibly can. For each tax dollar, the bulk goes to schools at over 53%, and only about 29% going to the Town.

Administrator Hagie presented information related to the Town's room tax revenue. He summarized that the Town has seen a decline in room tax dollars collected because of recent hotel closures. Mr. Hagie noted that the room tax revenues would return to previous levels in 2025 when hotels at the Corners and other planned developments were completed and open.

Administrator Hagie noted that the Town's Mill Rate increased 13 cents per thousand as compared to last year. This included an increase to the amount allocated to the General Fund for 2023. The Capital Equipment and Capital Improvement budgets were reduced during the budgeting process to offset this change. The proposed 2023 Budget results in a nominal increase to the Town residents.

The State calculated allowable municipal levy increase for 2022 based on the net new construction percentage, is 0.733%, or roughly \$32,000. Through our budget meetings and workshops, our goal was to maintain a status quo and an even levy. Considering the room tax loss and everything as a whole, the Board is recommending utilizing the full 0.74% (\$32,630) levy increase allowable by the State.

#### PUBLIC COMMENTS

Chairman Henderson asked for any public questions or comments. There were none.

There being no further comments or discussion, Chairman Henderson closed the Budget Public Hearing at 7:11 p.m.

Respectfully submitted,

Tom Hagie  
Town Administrator

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
NOVEMBER 7, 2023

**The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.**

1) CALL TO ORDER.

Chairman Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, Ryan Stanelle, and John Schatzman; Sanitary District No. 4 Superintendent Tony Skof, Assistant Fire Chief Anthony D'Amico, Town Attorney Michael Van Kleunen and Administrator/Interim Clerk Tom Hagie.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve.

Seconded by Supervisor Stanelle.

*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of October 17, 2023 Town Board meeting as presented.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and possible action regarding the 2024 Waukesha County 9-1-1 Joint Powers Agreement.

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

b. Discussion and possible action regarding the 2024 Elmbrook Humane Society Service Agreement.

Motion by Supervisor Stanelle to approve.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

c. Discussion and possible action regarding the proposed Baker Tilly 2023 Audit Engagement Letter.

Motion by Supervisor Schatzman to approve.

Seconded by Supervisor Stanelle.

*Motion Passed Unanimously.*

d. Discussion and possible action regarding the E-Plan Exam proposal to provide plan review services.

Motion by Supervisor Kohlmann to direct town staff to coordinate with E-Plan Exam on a revised proposal.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

8) DEPARTMENTS, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS.

a. Plan Commission

i. Discussion and possible action to consider a request by David Wimmer for a Conditional Use Permit Amendment to Northbrook Apartment Building to increase the number of proposed dwelling units by 3 units, located at 700 north Barker Road (BKFT1122993005).

Motion by Supervisor Kohlmann to table to the December 5, 2023 Town Board Meeting.

Seconded by Supervisor Schatzman.

*Motion Passed Unanimously.*

b. Police and Fire Commission

- i. Discussion and possible action regarding a recommendation to appoint Greg Grant to the Police and Fire Commission.

Motion by Supervisor Kohlmann to appoint Greg Grant, 1120 Hawthorne Drive, to the Police and Fire Commission contingent on a background check.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

c. Sanitary District No. 4

- i. Discussion and possible action regarding quotes for a roof replacement project at 150 S. Barker Road.

Motion by Supervisor Kohlmann to approve a quote from Waukesha Roofing in an amount not to exceed \$43,500.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

- ii. Discussion and possible action regarding the 2024 Sewer Rate Study.

*No Action.*

- 9) ADJOURN INTO CLOSED SESSION, ACCORDING TO WIS. STAT. §19.85(1)(A), DELIBERATING CONCERNING A CASE WHICH WAS THE SUBJECT OF ANY JUDICIAL OR QUASI-JUDICIAL TRIAL OR HEARING BEFORE THAT GOVERNMENTAL BODY AND WIS. STAT. § 19.85(1)(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 – FENCE VIOLATIONS AND PRIME CIGAR LIQUOR LICENSE.

Motion by Supervisor Charlier to adjourn into closed session at 8:53 p.m.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

- 10) RECONVENE INTO OPEN SESSION, ACCORDING TO WIS. STAT. §19.85(2), FOR ANY NECESSARY ACTION RESULTING FROM THE CLOSED SESSION.

Motion by Supervisor Charlier to adjourn into open session at 9:30 p.m.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

Action taken as a result of the closed session:

Motion by Supervisor Schatzman to direct the town attorney to pursue all necessary enforcement regarding the illegal fence issue.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

- 11) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Kohlmann to approve vouchers dated 10/18/2023-11/7/2023 in the amount of \$408,052.28.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

- 12) COMMUNICATION AND ANNOUNCEMENTS.

Chairman Henderson updated the Board on the recently submitted Local Road Improvement Program applications for Avie Court and Davidson Road. The Chairman also noted the Town Tree lighting will be held at the Corners of Brookfield on Saturday, December 2, 2023 from 3:00-5:30 p.m.

- 13) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 9:43 p.m.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk



# Memorandum of Understanding

By and Between

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(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User (City)(Village)(Town) of \_\_\_\_\_ in \_\_\_\_\_ County, Wisconsin, Administrator/Chair \_\_\_\_\_ ("Municipal User"), Address \_\_\_\_\_, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

**Whereas**, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

**Whereas**, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

**Whereas**, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

**Therefore**, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

## I. **Scope**

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunsetting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
  - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
  - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
  - iii. The sunsetting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunsetting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunsetting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

## II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

## III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place. **At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity.** Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

## IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

**V. Allowance of Use and Program Requirements**

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
  - i. Provide continued and free access to the Badger Book software.
  - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
  - iii. Provide reasonable hardware troubleshooting support.
  - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
  - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
  - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
  - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
  - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
  - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
  - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
  - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: [elections@wisconsin.gov](mailto:elections@wisconsin.gov) or Phone: (608) 261-2028.
  - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

**VI. Terms and Conditions of Badger Book Software License/Use**

- A. **Term:** The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. **Representations:** Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. **Warranties:** The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. **Indemnification:** The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. **Confidentiality:** The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date shown below. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Municipality Name

\_\_\_\_\_  
County Name

WisVote Relier

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
WisVote Provider Name (County)