



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE MEETING**

Tuesday, February 22, 2022

6:00 PM

Zoom Meeting

<https://us02web.zoom.us/j/86162491940>

The Council has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 861 6249 1940
- Following this direct link to the meeting: <https://us02web.zoom.us/j/86162491940>
- Find your local number: <https://us02web.zoom.us/j/86162491940>

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

February 8, 2022 Committee of the Whole Meeting Minutes

UTILITIES & FINANCE

Approval of February 22, 2022 Water Utility claims in the amount of \$151,389.66, Sewer Utility claims in the amount of \$4,952.42 and General City claims in the amount of \$1,472,005.47. US Bank VISA EFT of 24,517.45. WE Energies EFT of \$59,609.54 ACH DATES JAN 2022 (DECEMBER USAGE)

MISCELLANEOUS

Department Update from Community Development Director, Greg Kessler

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Georgia Stanford (262) 786-8610.



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

February 8, 2022 Committee of the Whole Meeting Minutes

ATTACHMENTS:

1. 2/8/22 COW MINUTES

DEPARTMENT:

CLERK'S DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



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ATTACHMENTS:

N/A

DEPARTMENT:

FINANCE DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



City of New Berlin

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ITEM INFORMATION COVER SHEET

ITEM:

Department Update from Community Development Director, Greg Kessler

ATTACHMENTS:

1. DCD POWERPOINT

DEPARTMENT:

COMMUNMITY DEVELOPMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

NO ACTION, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



CITY OF NEW BERLIN



AN OVERVIEW OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT

2021-2022



VISION STATEMENT

The Department of Community Development promotes and maintains the careful and sustainable development & use of land in the City of New Berlin. To accomplish this, the Department is involved in both short and long-range planning. This effort includes reviewing and documenting development, engineering & capital infrastructure planning, comprehensive planning, economic development, land/geographic information systems, inspections, zoning/code enforcement & compliance, and disseminating this information to the public.

MISSION STATEMENT

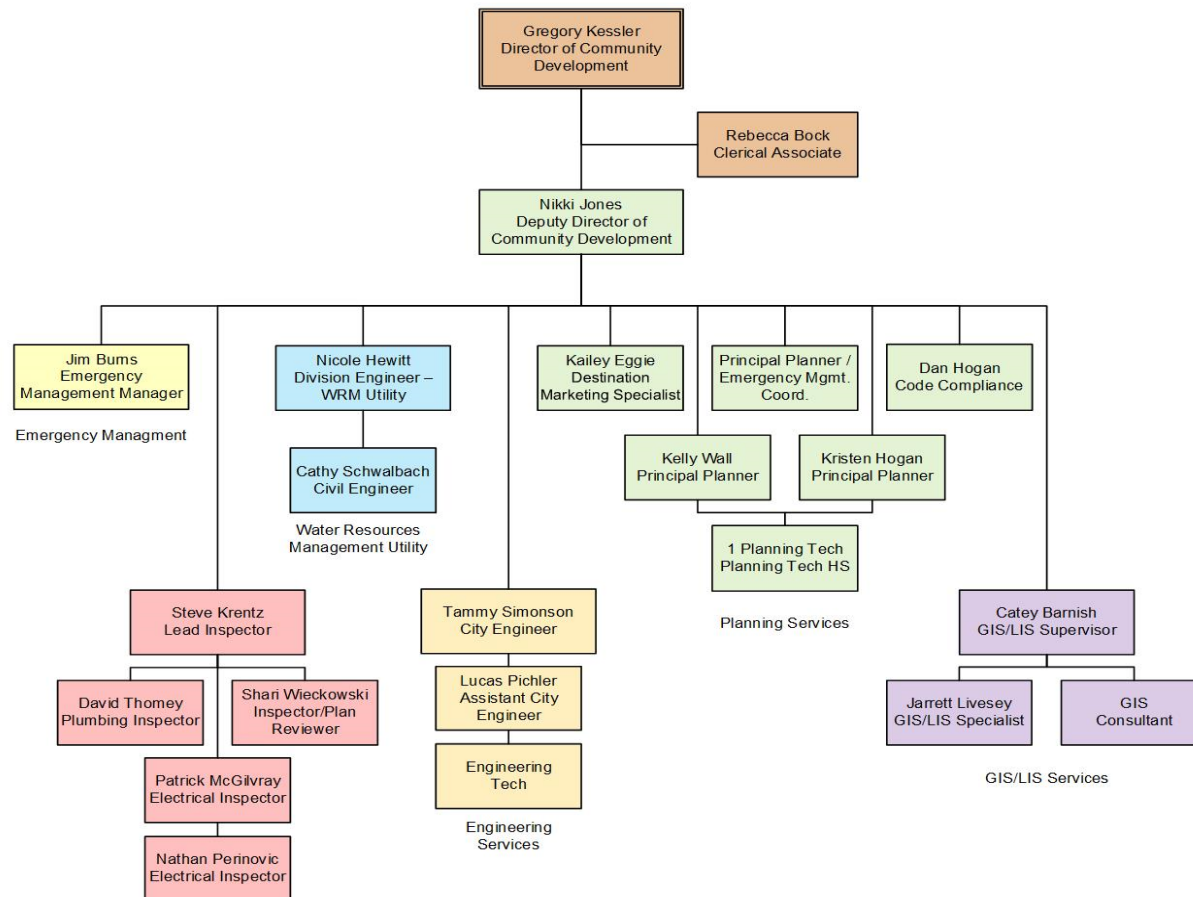
1. Provide leadership, guidance and advice in preparing, developing, and establishing long-range strategies and standards for the development of the community;
2. Establish, administer, and enforce regulations that promote health, safety, morals, comfort, prosperity, property values, and the general welfare of the City;
3. Provide customer assistance to the public and creating a greater understanding of City regulations;
4. Foster planning, inspection & engineering principals, and staff development resulting in a better place to live, work, and do business.
5. Support the activities of the City of New Berlin and its citizens by providing and maintaining accurate, current and complete geographic and land information data. This support will be provided through leveraging the knowledge contained in this information and by using a set of procedures and techniques collectively referred to as a Geographic and Land Information System. Using GIS/LIS, the division will enable the managers and citizens to make decisions impacting the future of the City of New Berlin in an informed and logical manner.

5 DIVISIONS OF DCD

- Planning Services & Tourism
- Inspection Services
- Engineering Services
- GIS/LIS Services
- Water Resources Management Utility
- Emergency Management

DEPARTMENT OF COMMUNITY DEVELOPMENT ORGANIZATIONAL CHART

Department of Community Development Organizational Chart
January 2022



Staff Position Allocation Notes:

- Director of Community Development
85% City and 15% WRM
- Water Resources Division Engineer
25% City and 75% WRM
- Code Compliance Specialist
50% City and 50% WRM
- City Engineer
95% City and 5% WRM
- Water Resources Project Engineer
100% WRM

PLANNING SERVICES DIVISION

RESPONSIBILITIES

- Current Planning / Development Review
- Comprehensive Planning
- Economic Development
- Emergency Management
- Housing Trust Fund Board
- Tourism Commission
- Park Planning
- Zoning and Subdivision Codes
- Zoning Code Violations and Enforcement

PLANNING APPLICATIONS BY MONTH - 2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Conditional Use	0	0	0	1	0	0	0	1	0	1	0	1	4
Cert, Survey Map	1	1	0	0	0	0	1	0	0	0	1	0	4
Use Approval	4	7	7	10	11	4	4	10	10	3	2	2	74
Rezoning	0	0	0	0	0	0	0	0	0	0	0	0	0
Subdivision	1	0	0	0	0	0	0	1	0	0	0	0	2
Land Division	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign	2	2	2	5	8	8	7	4	10	6	10	1	65
Re-occupancy	1	3	7	4	5	7	9	7	8	6	7	2	66
Wetland Registration	0	1	0	0	0	0	0	0	1	0	0	0	2
Total	9	14	16	20	24	19	21	23	29	16	20	6	217

DEVELOPMENT HIGHLIGHTS - CONSTRUCTION

Briohn Building

- 16555 W. Small Road



Drexel Building Supply

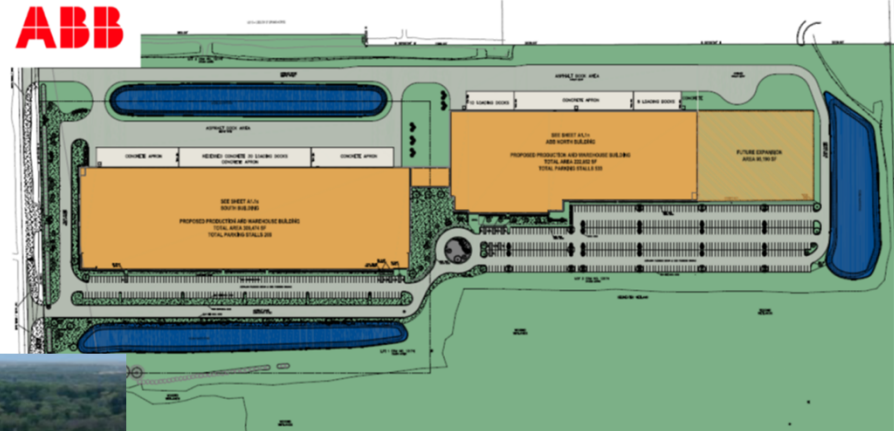
- 16778 W. Coffee Road



DEVELOPMENT HIGHLIGHTS – REVIEW

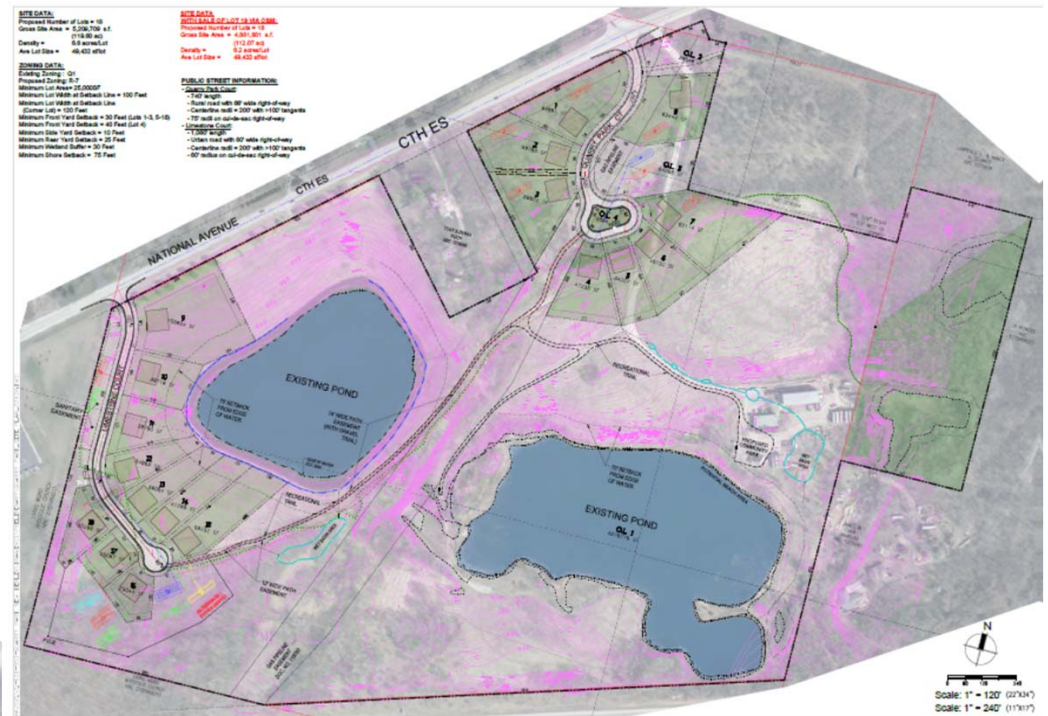
ABB Logistics Partner/ABB
Motion Business

- 18200 W. Lincoln
Avenue/1825 W. Lincoln
Avenue



DEVELOPMENT HIGHLIGHTS - RESIDENTIAL

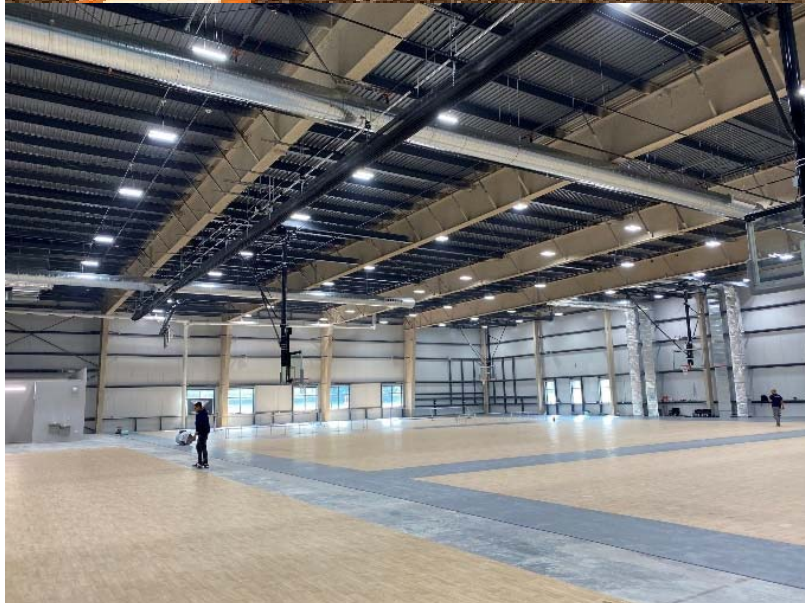
- Quarry Park Subdivision
- 18 lots
- Preliminary Plat Approval
- Sale of land to Neumann Development— 11/2021





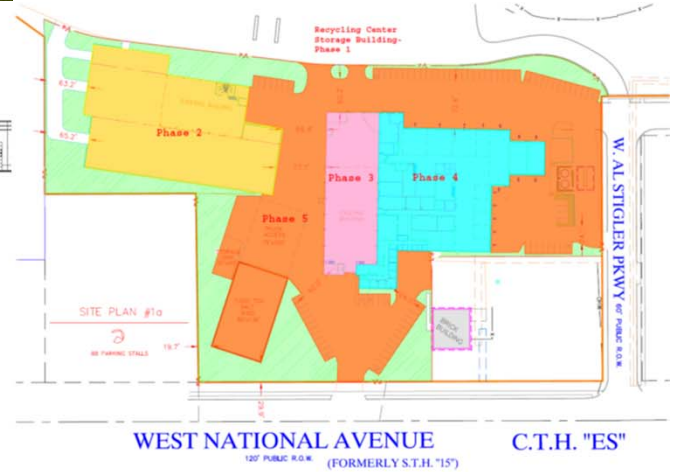
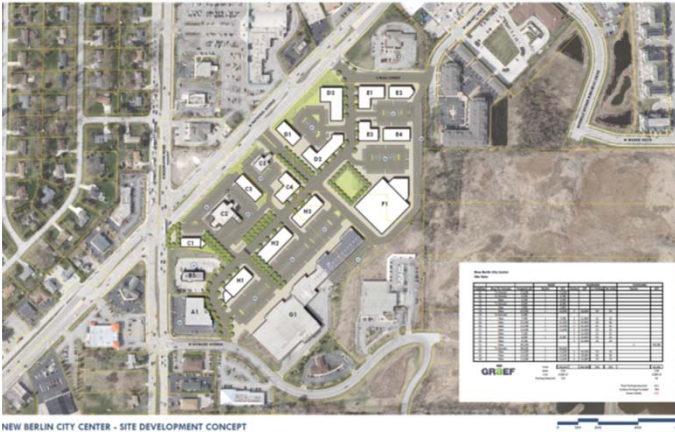
DEVELOPMENT HIGHLIGHTS – COMPLETED

ETHIC INDOOR SPORTS ACADEMY - 5330 S. RACINE AVENUE



RENOVATIONS AND REHAB STUDIES

- * HICKORY GROVE
- * FORMER WALMART / ACTIVITY AND RECREATION CENTER
- * DPW CAMPUS CONSOLIDATION



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

DPW Cold Storage Buildings



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



Activity & Recreation Center



ACTIVITY & RECREATION CENTER



Front Desk,
Hallway and
Storage



ACTIVITY & RECREATION CENTER



Cooking Classroom
(above), Multi-purpose
room (right)



FUNDRAISING



New Berlin Recreation Center – Fundraising Strategies

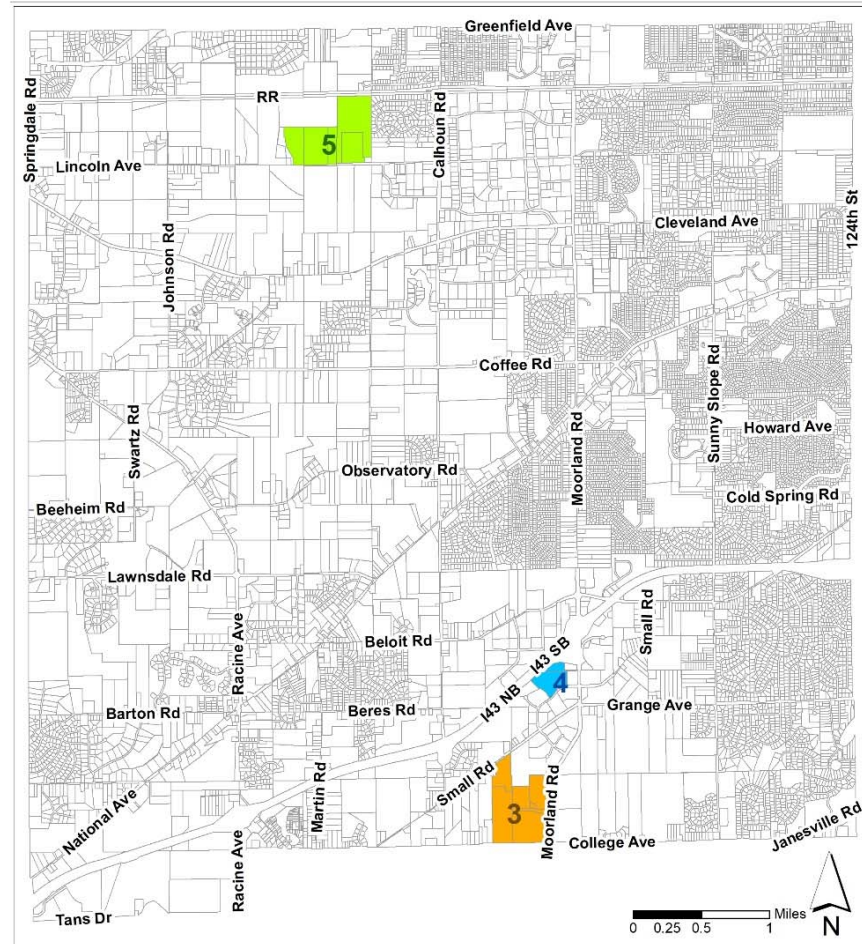
- Collaboration with UWM Architecture & Urban Planning Applied Planning Workshop Course.
- Students provided a final report and presentation on various fundraising ideas and opportunities for the City to explore.
- Staff continued to meet and provide a formal fundraising strategy in 2021.



ACTIVE CITY TIDS

Active TIDs

February 2022



Legend

- Parcels
- Briohn Small Road TID #3
- Moorland Hospitality Group TID #4
- Lincoln Ave TID #5

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2/9/2022 4:23:09 PM
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TID #: 3

- Created on February 13, 2018
- Base Value: **\$729,000**
- Added Incremental Value above Base Value (as of January 1, 2021): **\$37,339,900**
- Projected Closure Date (based on current cash flow): **2033**
- Projected Incremental Tax Revenue for Projects: **\$16,305,185** (used \$5,405,000 to date)

TID #: 4

- Created on June 4, 2020
- Base Value: **\$12,307,619**
- “Projected” Added Incremental Value above Base Value (as of January 1, 2024): **\$16,703,785**
- Projected Closure Date (based on current cash flow): **2038 ***
- Projected Incremental Tax Revenue for Projects: **\$4,101,741** (anticipated public infrastructure costs to be bonded for \$2,271,223 in 2023 and 2025)

TID #: 5

- Created on January 18, 2022
- Base Value: **\$1,213,470**
- “Projected” Added Incremental Value above Base Value (as of January 1, 2024): **\$55 million ****
- Projected Closure Date (based on current cash flow): **2033**
- Projected Incremental Tax Revenue for Projects: **\$16,340,925** (anticipated public infrastructure cost to be bonded for \$5,945,000 in 2023)

- * TID #4 Construction has been delayed due to the Pandemic. Construction and increment value is not expected to be realized until 2023.
- ** TID #5 was recently approved. This chart reflects projections only at this time. Increment value is expected to be realized in 2023.

DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Biwer Park Reconstruction

- Phase I
 - 2020 Design (playground and trail improvements)
 - 2020 Construction
 - October 2020 Ribbon Cutting Ceremony



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Biwer Park Reconstruction

- Phase 2
 - 2020-2021 Design (replacement basketball court)
 - 2021 Construction



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Lions Park Reconstruction

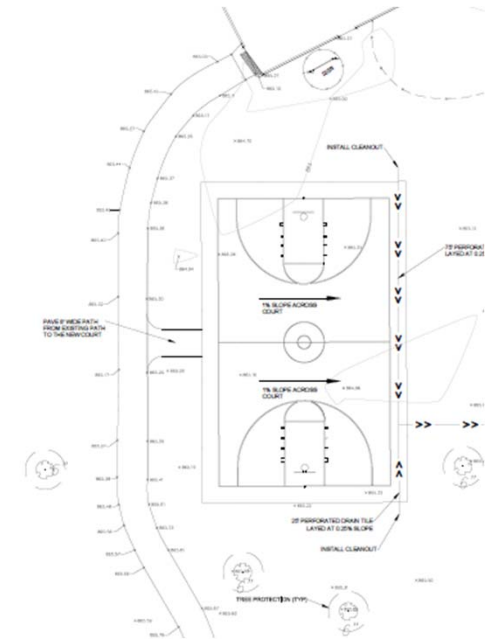
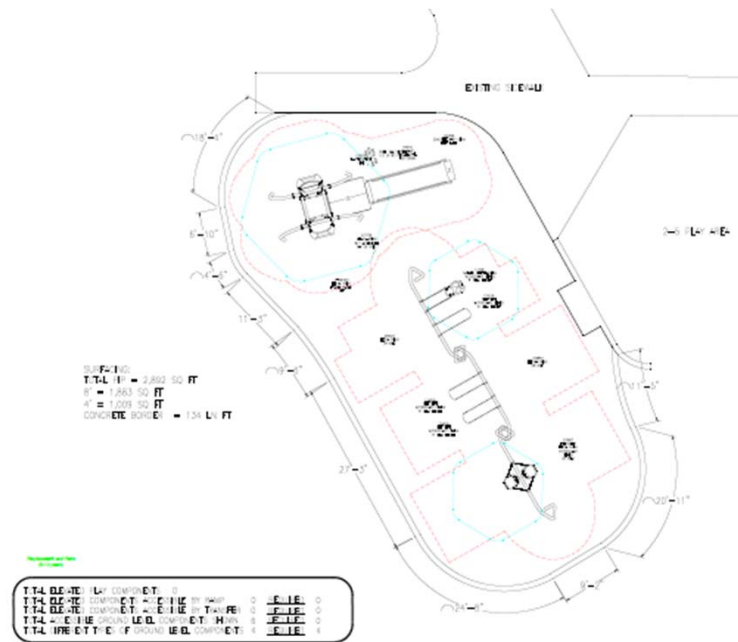
- Phase I
 - 2020-2021 Design (replacement playground and trail improvements)
 - 2021 Construction
 - October 2021 Ribbon Cutting Ceremony



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Lions Park Reconstruction

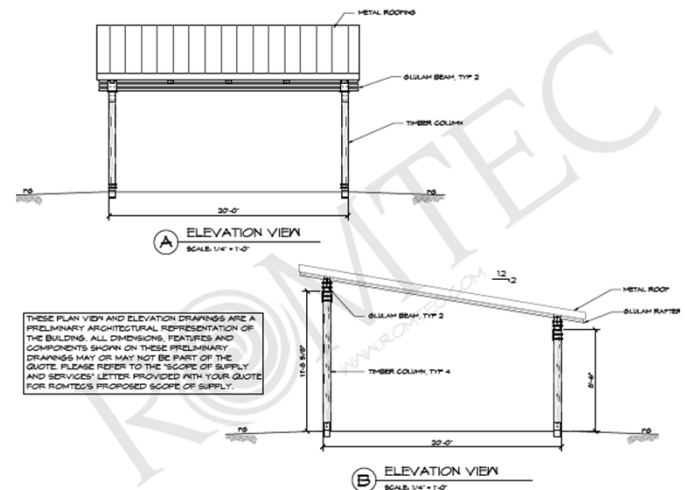
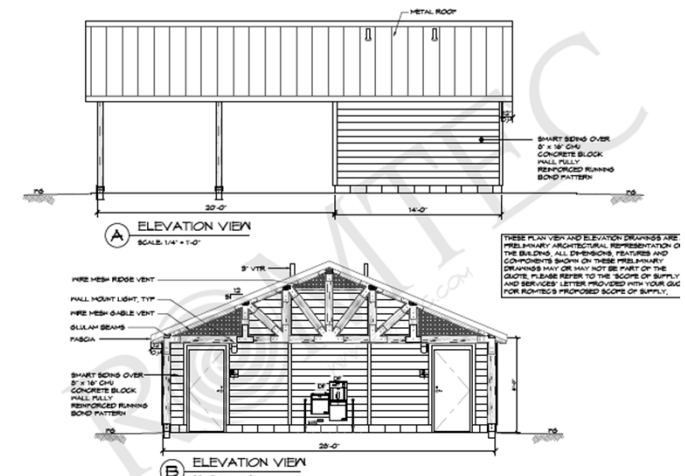
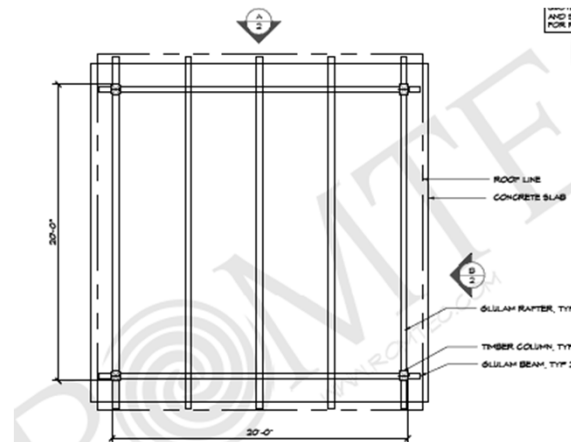
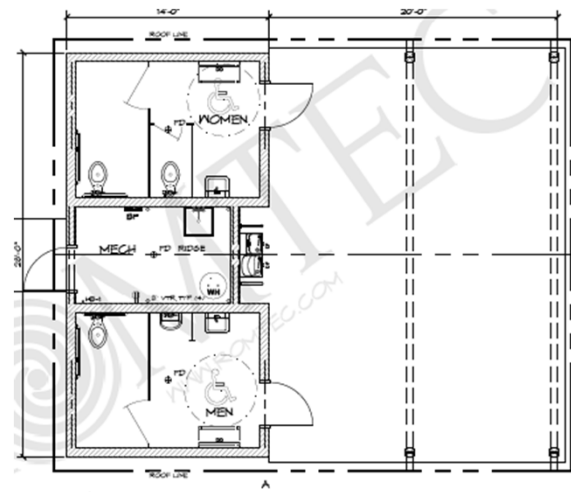
- Phase 2 (funding available through cost savings from Phase 1)
 - 2022 Design (new playground swings and replacement basketball court)
 - 2022 Construction (anticipated – bidding in March 2022)



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Buena Park Reconstruction

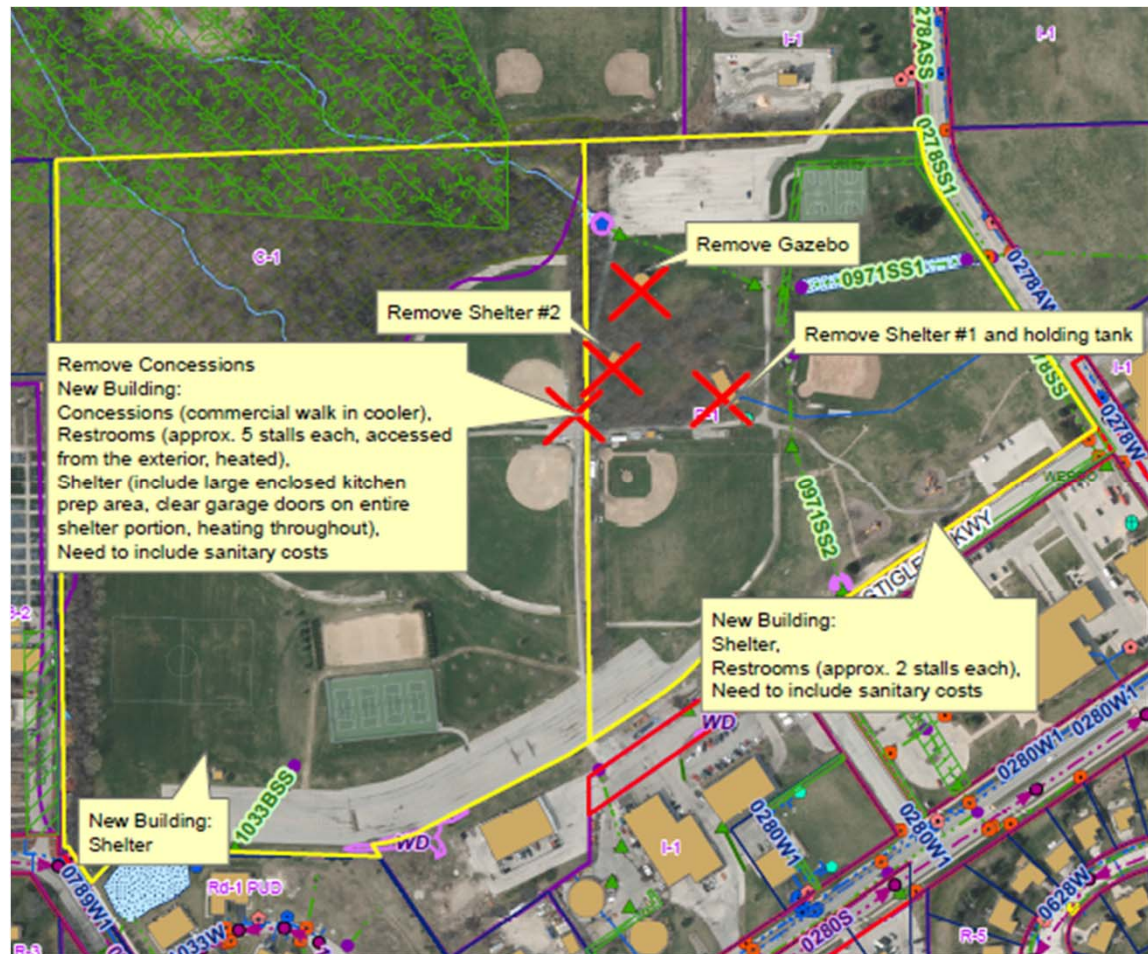
- 2020-2022 Design (replacement park structures and trail improvements)
- 2022 Construction (anticipated – bidding in April 2022)



DEVELOPMENT HIGHLIGHTS – CITY PROJECTS

Malone Park Reconstruction

- 2022 Design (replacement park structures and trail improvements)
- 2023 CIP Request for Construction



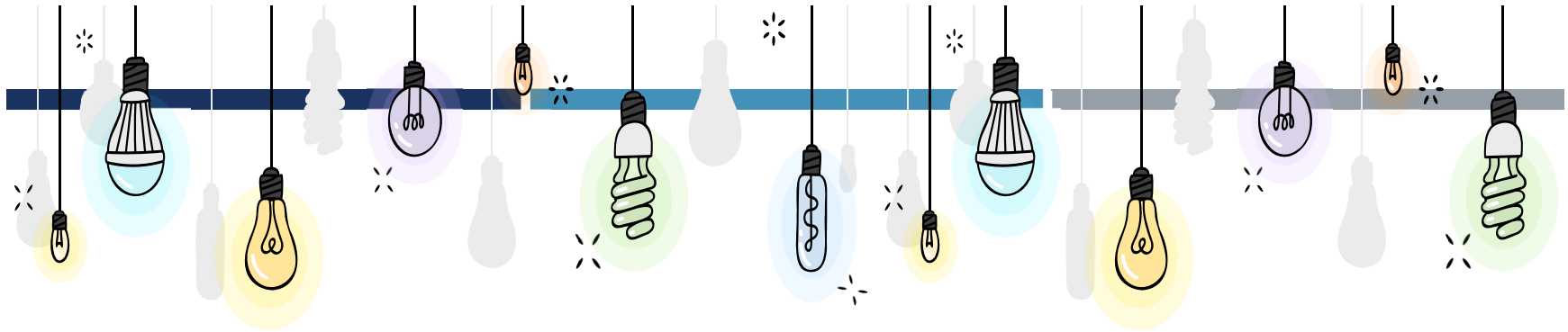
TOURISM COMMISSION





How we used our time and resources

- Creating consistent posting schedule across social media platforms.
- Working with local businesses to build relationships across the community.
- Listening to community wants and needs via market research.
- Promoting local events, restaurants, and businesses through campaign activities.
- Creating and executing campaigns to show our “New Berlin Favorites”
- Analyzing results of previous campaigns to tailor future campaigns towards more engagement.



Barre District
CrossFit Funky
9Rounds
VASA Fitness



Mad Science
Stigler Nature Preserve
Big Backyard



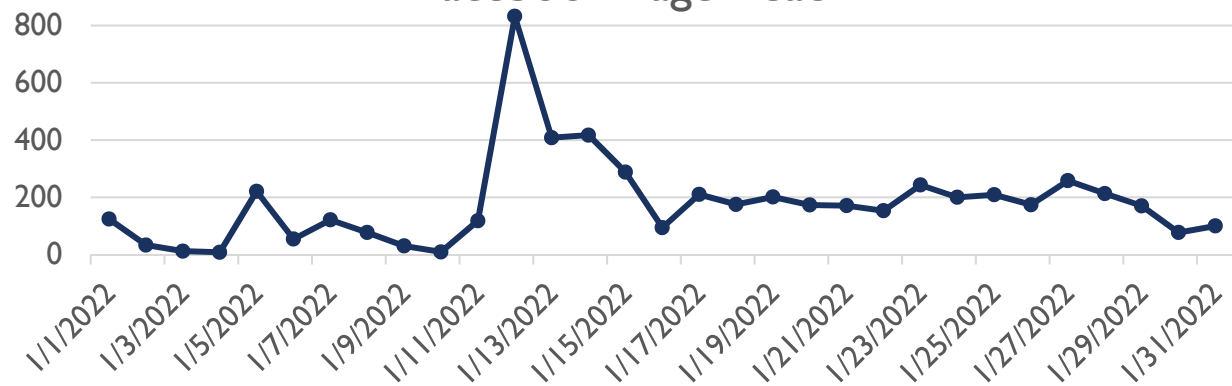
Bee You Boutique
Twins Flower & Home
Savvy Seconds
Sugar Creek Antiques
What's In The Bowl Pet Shop

Social Media

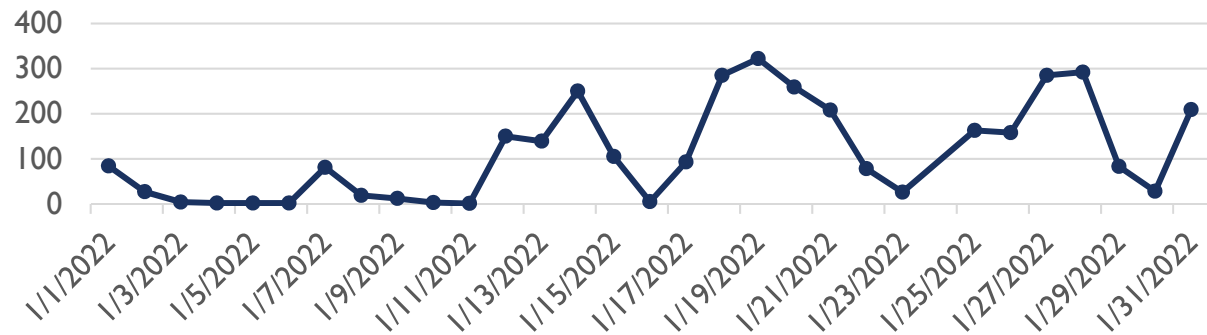
Facebook and Instagram account



Facebook Page Reach



Instagram Reach





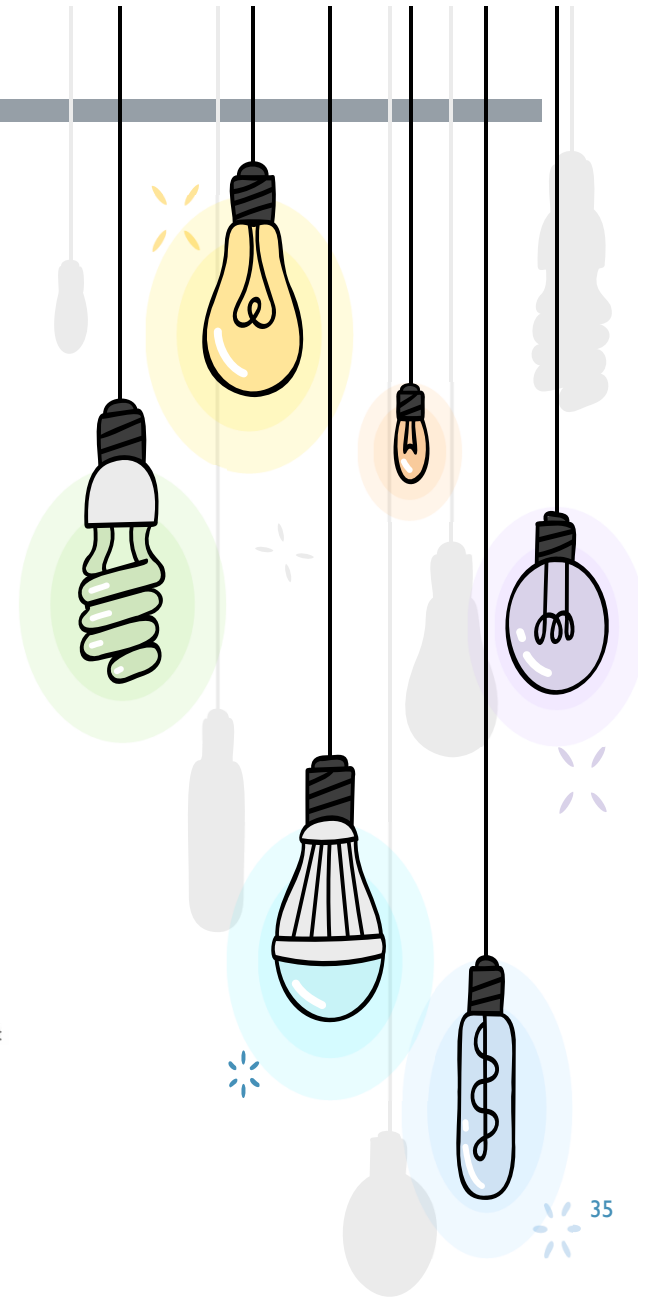
Construction site? Or
future indoor playground
at the New Berlin
Activity & Recreation
Center? 🤔

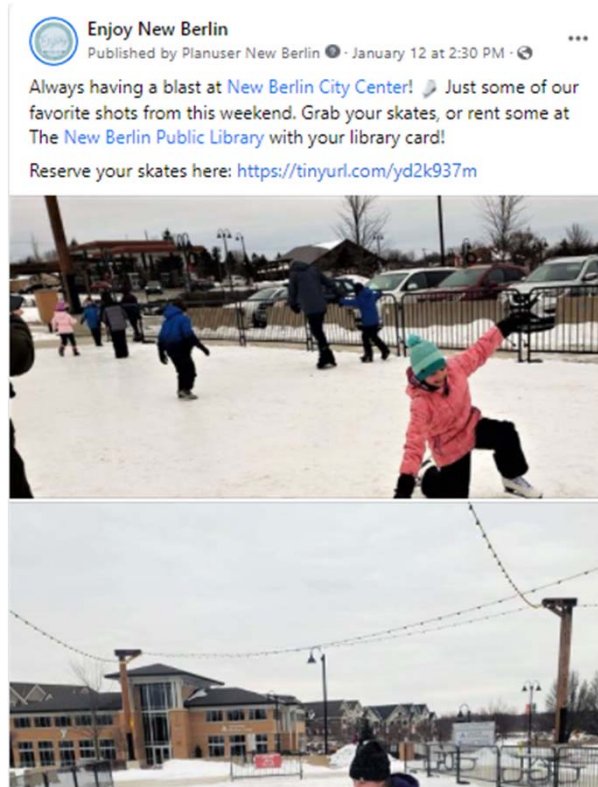
Likes: 51 Reach: 3,076
January 24th



enjoynewberlin Can you guess what New Berlin coffee shop this cozy corner belongs to? 🤔 We'll give you a hint...they use the best coffee from Backroads Coffee for their drinks!
#enjoynewberlin #newberlin #newberlinwi #discoverwisconsin #travelwisconsin #travel #local #snow #coffee #thingstodo #localcoffeeshop #thingstodowisconsin #snowyday

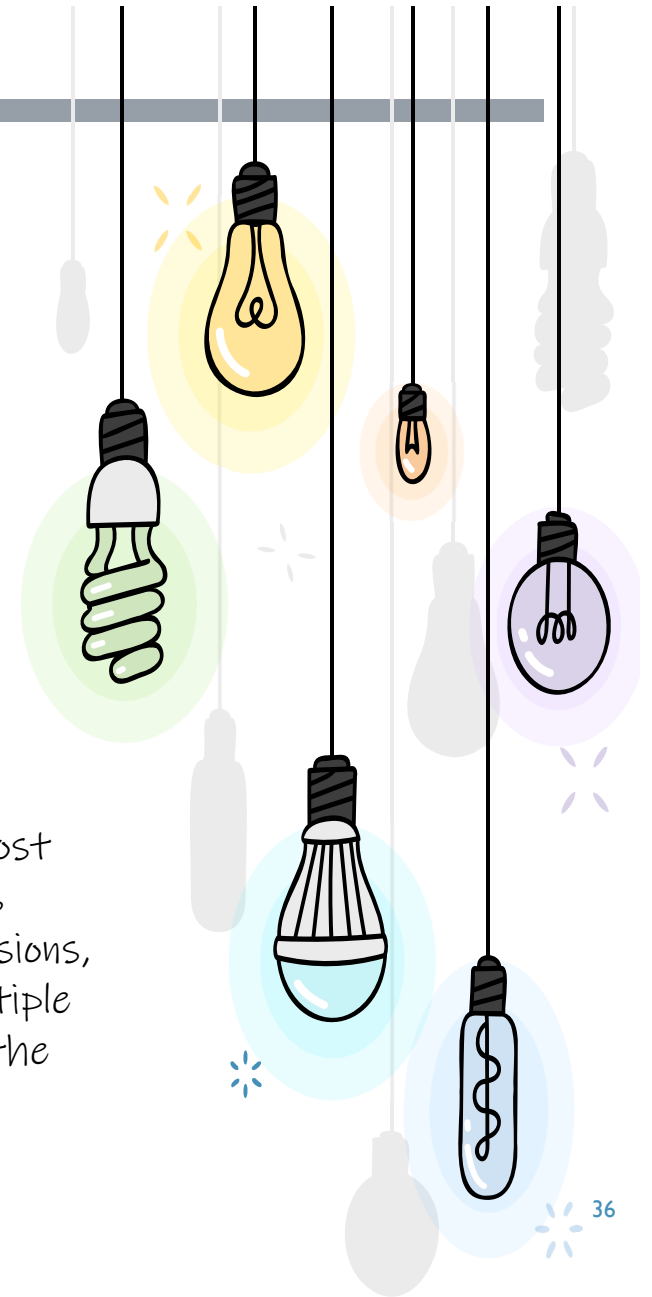
Likes: 39
Reach: 197

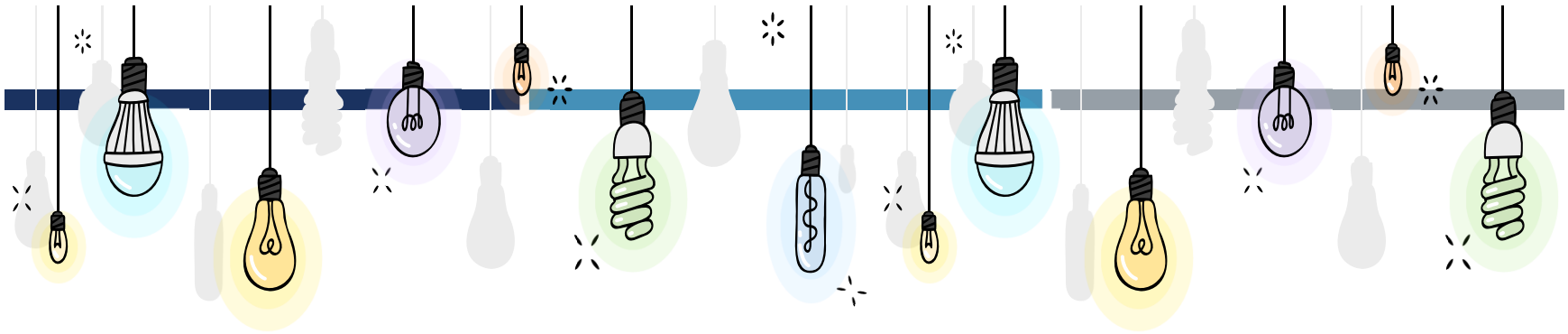




Likes: 16 Reach: 1,533

Reach: The number of people who saw the post at least once. Reach is different from impressions, which may include multiple views of the post by the same people.





What Are They Now: Highlight certain ads found in 1982 newspapers, compare business locations then to now.

Ex: 2730 S. Sunnyslope Rd. was AutoBody Care, in 2022 it is now Caliber Collision

Focus on New Berlin Activities & Recreation Center: Reveal certain photos, have polls as to what commenters think an unfinished room will be. Reveal floorplan portion next day to build suspense, interactions, and multiple visits. Possibly directing to Enjoy New Berlin Page from time to time to increase website traffic.

Don't Miss Out Ad Campaign: Appeal to fear of missing out in ad campaign by ensuring followers will be the most up-to-date regarding future events in New Berlin.

Spring Anticipation: Focus on seed library possibly, and work with the New Berlin Garden Center to encourage growth of Enjoy New Berlin social accounts.

INSPECTION SERVICES DIVISION

- Issuance of Building Permits
- Field Inspections
- Development & Plan Review
- Enforces the Commercial Building Code, the Uniform Dwelling Code, Wisconsin Plumbing Code, other various Wisconsin statutes under Ch. 101, and the National Electrical Code
- Zoning Code Violation and Enforcement

INSPECTION SERVICES DIVISION

Permits Issued (Through 2021)

ELECTRIC PERMITS	255
PLUMBING PERMITS	348
COMMERCIAL BUILDING, NEW ADDITIONS, ALTERATIONS	69
RESIDENTIAL BUILDING NEW, ADDITIONS, ALTERATIONS	632
HVAC	747
TOTAL	2,051

INSPECTION SERVICES DIVISION

Inspections Performed (2021)

BUILDING, ELECTRIC, PLUMBING	5,858 (includes all inspections and re-occupancies)
CODE COMPLIANCE	172
EROSION CONTROL	235
TOTAL	6,265

DCD – RECENTLY HAS TAKEN OVER FIRE INSPECTIONS FOR RE-OCCUPANCIES

- The primary objective is to improve communication both internally amongst staff but the applicant as well, create a more predictable timeline for permit turnaround.
- This improves customer service, reduces and/or completely eliminates duplication of effort between inspectors, and ensures inspection results are entered into Munis immediately.
- This modification to current procedures will eliminate the need for an applicant having to call a separate department to coordinate inspection times, inspections results will be entered into Munis and available to the applicant & staff “same day.”
- DCD already has two in-house inspectors certified to conduct these inspections and the same inspector then can do both the building & fire inspections enhancing continuity of communication with staff & the applicant, and eliminates the need to call separate departments.
- Initially, this is for re-occupancy permits but joint plan review is underway to mutually train staff so that additional permit types can be added over the coming months.

CITY OF NEW BERLIN FIRE DEPARTMENT • FIRE INSPECTION REPORT

16300 W. National Ave. New Berlin, WI 53151 • Phone: 262-785-6120 • Fax: 262-785-6130 • www.newberlin.org

Occupancy:

File #:

Address:

Inspection Date:

Violations requiring corrective action are marked below. Key: (M)-Municipal Ordinance (S)-State Code; (N)-National Fire Protection Association Code/Standard Wisconsin DPS 314 adopts NFPA 1 (subject to modifications). Any NFPA 1 code reference below is preceded by DSPS 314.

I. GENERAL PRECAUTIONS AGAINST FIRE

(01) Repair/damage dangerous condition.....(0) 124-8(A)
(02) Repair/damage unsafe structure or equipment.....(0) 124-8(A)
(03) Building repairs required.....(0) 201
(04) General Classification/occupancy.....(0) 124-4
(05) Separate exits or Part Out (200, or 5 ft wall).....(0) 44.3
(06) One egress shall be secured from filling.....(0) 63.1.3.4
(07) Open flame/smoking prohibited within a structure.....(0) 124-120(I)
(08) Improper city waste/garbage containment.....(0) 19.1.3
(09) Smoking prohibited, post "No Smoking" signs.....(0) 124-120(I)
(10) Noncombustible ash tray(s) required.....(0) 10.10.2
(11) Maintain clearway.....(0) 21.1.14.2
(12) Portable unvented fuel-fired heater prohibited.....(0) 314.10(I)
(13) Interior fields/conduits/fittings.....(0) 101.10.1

2. MEANS OF EGRESS
(20) Allocated or obstructed means of egress.....(0) 101.4.5.3.2
(202) Exit lighting(s) inoperative.....(0) 14.1.2.1
(203) Additional exit lighting(s) required.....(0) 14.1.2.1.2
(204) Exit door key lock device secured.....(0) 44.3.1.2
(205) Improper exit door latch device.....(0) 14.5.2
(206) Remove storage beneath egress stairway.....(0) 14.6.3.2
(207) Emergency lighting inoperative.....(0) 14.1.3

3. FIRE RESISTIVE CONSTRUCTION
(30) Fire door blocked or chartered from closing.....(0) 80.5.2.3.7
(302) Maintain fire door hardware.....(0) 80.5.2.3.5
(303) Fire door requires annual test.....(0) 12.4.6.6.1
(304) Penetration through a rated enclosure.....(0) 12.3.3.1

4. ELECTRICAL EQUIPMENT

(401) Repair defective electrical equipment.....(0) 316.009
(402) Flexible cord violation (other than listed below).....(0) 70.400.8
(403) Flexible wiring not maintained.....(0) 11.1.6.2
(404) Flexible cord used as permanent wiring.....(0) 11.1.7.6
(405) Flexible cord runs through structuring/celling.....(0) 70.400.8
(406) Flexible cord attached to building surface.....(0) 11.1.7.5
(407) Protect flexible copper/wire tap from damage.....(0) 11.1.6.3
(408) Improperly spliced cords.....(0) 70.400.9
(409) Insufficient clearance (minimum 30 in. around).....(0) 10.10.2
(410) Improper grounding of 3-prong cord.....(0) 720.139
(411) Provide cover plate, exposed wires observed.....(0) 314.25
(412) Cover opening(s) in breaker panel.....(0) 70.10.10.2A)

5. PORTABLE FIRE EXTINGUISHERS

(501) Extinguisher annual maintenance overdue.....(0) 10.7.3.2.1
(502) Identify extinguisher location.....(0) 10.6.1.3.3
(503) Mount at proper height (max 5 ft., min. 4 in.).....(0) 10.6.1.3.8.1
(504) Extinguishers(s) shall be provided.....(0) 13.6.2
(505) Obstructed access or obscured from view.....(0) 10.6.1.3.3
(506) Extinguisher gauge in low pressure/discharged.....(0) 10.7.2.2
(507) Tamper seal missing.....(0) 10.7.2.2.2
(508) Improper discharge for hazards present.....(0) 10.5.1

6. MULTI-FAMILY OCCUPANCIES

(601) Improper use of basement or storage locker.....(0) 124-14
(602) GFI/RP task violation.....(0) 10.1.31.6
(603) Dryer venting shall be noted & terminate outside.....(0) 323.14(2)(b)

16. INSPECTION SUMMARY

[1601] No Violations observed
[1602] No activity on site/in tenant space
[1603] Under Construction
[1604] Violations observed - Instructions Provided
[1605] Violations observed - Corrections Made

G. AUTOMATIC FIRE SPRINKLER SYSTEMS

(701) Sprinkler inspection overdue.....(0) 124-110(I)
(702) Connect deficiencies listed on NFPA 25 report.....(0) 25.4.1.1
(703) Backflow valve inspection overdue.....(0) 25.13.6.1
(704) Sprinkler system requires maintenance.....(0) 124-110(I)(c)
(705) Fire department connection (FDC) violation.....(0) 25.13.7
(706) Sprinkler coverage obstructed (4 ft in.).....(0) 13.8.5.3.3
(707) Complete sprinkler system required per.....(0) 12.41
(708) Sprinkler head(s) painted/damaged/corroded.....(0) 25.5.2.1.1.1
(709) Maintain sprinkler head clearance (18 in.).....(0) 13.8.5.3.1
(710) Control valve unsecured.....(0) 25.13.5.2.1
(711) Control valve blocked or obstructed.....(0) 25.13.5.2
(712) Foreign object/block over from sprinkler piping.....(0) 25.13.1.1.1
(713) Spew sprayer blocked & wrench required.....(0) 25.14.1.1
(8. HYDRANTS, STANDPIPES & HOSE SYSTEMS
(801) Fire hydrant blocked or obstructed.....(0) 124-12(A)(X)(0)
(802) Private hydrant requires annual inspection.....(0) 124-12(A)(X)(0)
(803) Private hydrant requires maintenance.....(0) 124-12(A)(X)(0)
(804) Standpipe or fire hose obstructed from view.....(0) 25 table 6.1.2
(805) Fire hose annual inspection required.....(0) 25 table 6.1.2

9. FIRE ALARM & SUPPRESSION SYSTEMS

(901) Testing of suppression systems required.....(0) 72.14.4.4
(902) Keep records of testing.....(0) 72.14.6.2.1
(903) Maintain system in operational condition.....(0) 72.10.3.2
(904) Semi-annual trip of non-water based system.....(0) 17.13.1.1

10. FLAMMABLE & COMBUSTIBLE LIQUIDS

(1001) Leakage or spills observed.....(0) 30.9.13
(1002) Improper gasoline storage (quantity/container).....(0) 124-43
(1003) General ignition source prevention.....(0) 30.9.5.1
(1004) Storage cabinet violation.....(0) 30.9.5
(1005) Class II liquid not allowed in basement.....(0) 30.9.5.6
(1006) Outdoor storage requirements.....(0) 30.15.1
(1007) LP cylinders shall be stored/perpet.....(0) 58.8.2.1.1

REMARKS:

[1606] THIS IS A CORRECTION ORDER REQUIRING COMPLIANCE.

You are hereby ordered to have the listed violations corrected. These violations must be corrected by the compliance date indicated and the Fire Prevention & Inspection Bureau must be notified in writing of the corrective action. If you fail to comply, the matter may be referred to the City Attorney. Further, for noncompliance is not less than \$100.00 per day for each offense or, in default of payment of such forfeiture, by imprisonment in the county jail for not less than five days nor more than 30 days for each offense.

DEADLINE FOR COMPLIANCE: _____ / _____ / _____

Owner/Occupant (Sign): _____

Fire Inspector: _____ # _____

Owner/Agent (Print): _____

Contact Phone #: _____ - _____ - _____

The above-signed individual understands all the requirements of this official document.

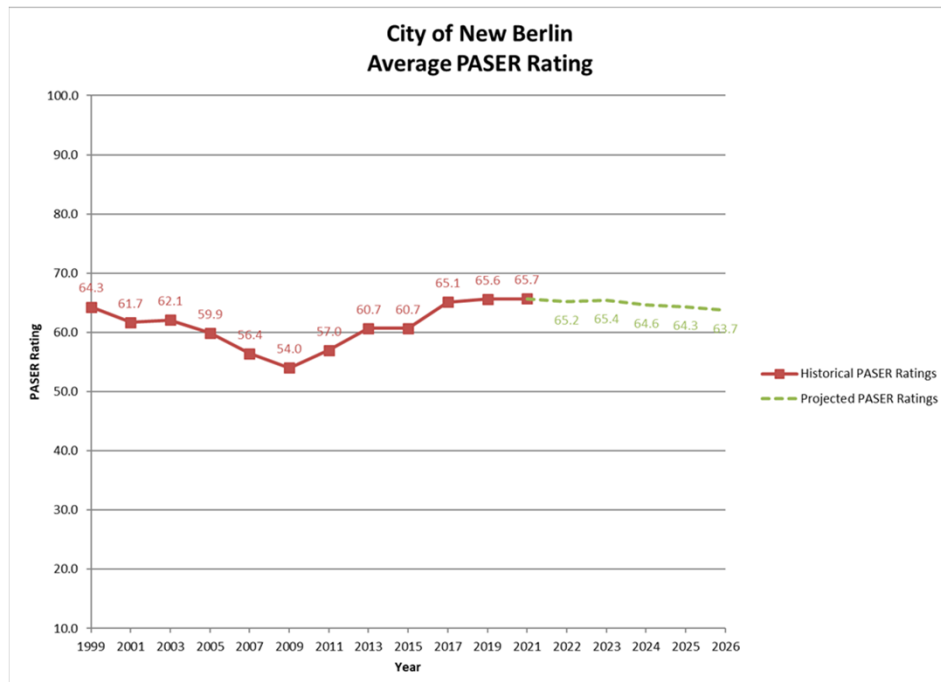
ENGINEERING

- Development & Building Permit Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Streets/Transportation
 - Roadway Reconstruction
 - Roadway Rehabilitation
 - Roadway Maintenance
 - Roadway Design
- New Berlin “*Infrastructure and Site Design Standards*” (Development Handbook)

ENGINEERING

Roadway Rehabilitation Projects

- Rehabilitated 10.9 miles of roadways in 2020
- Rehabilitated 5.7 miles of roadways in 2021
- Increased PASER rating to 65.7 average as of 2021



ENGINEERING

Facilities Parking Lot and Driveway Improvements

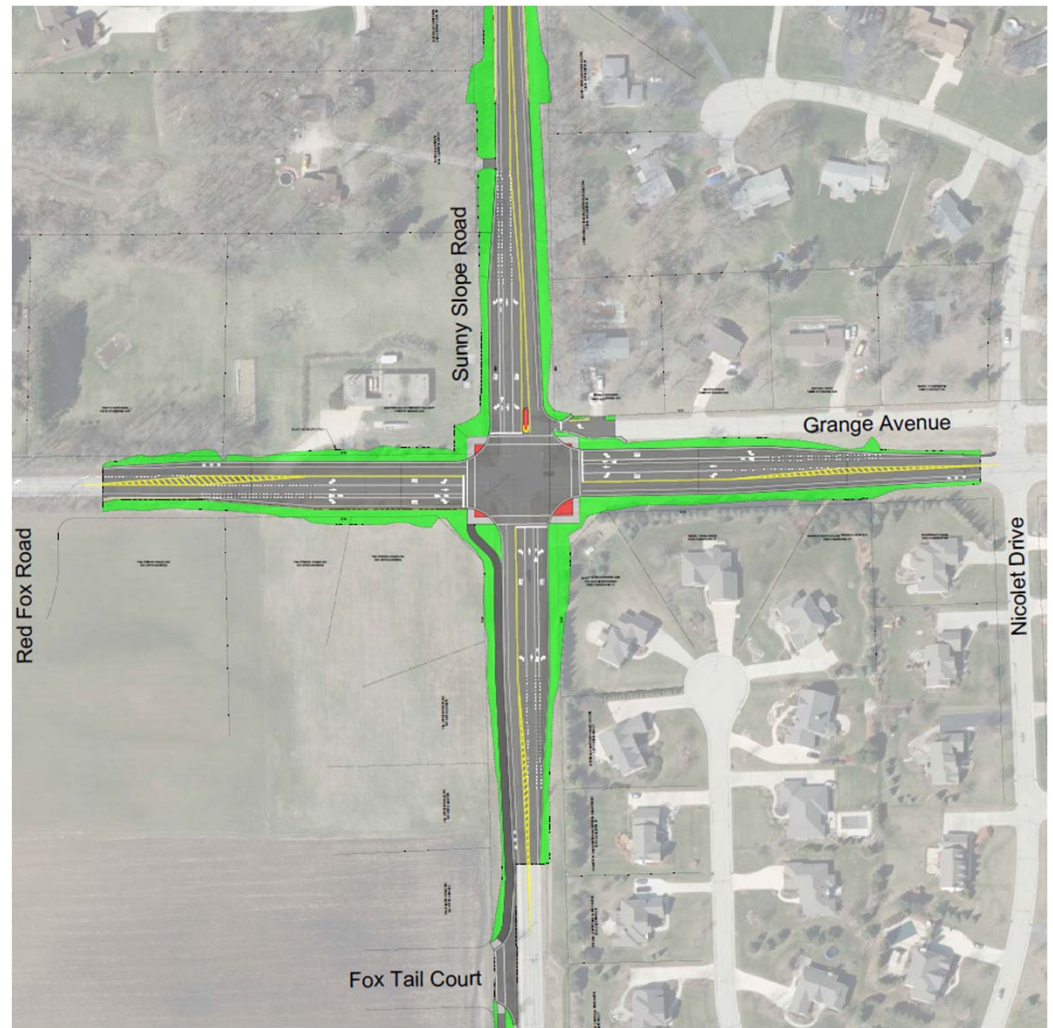
- Resurfaced the New Berlin Hills Golf Course Driveway
- Reconstructed the City Fuel Pump Driveway
- Resurfaced the Lions Park North Parking Lot and Driveway



ENGINEERING

Sunny Slope Road and Grange Avenue Intersection Reconstruction Project

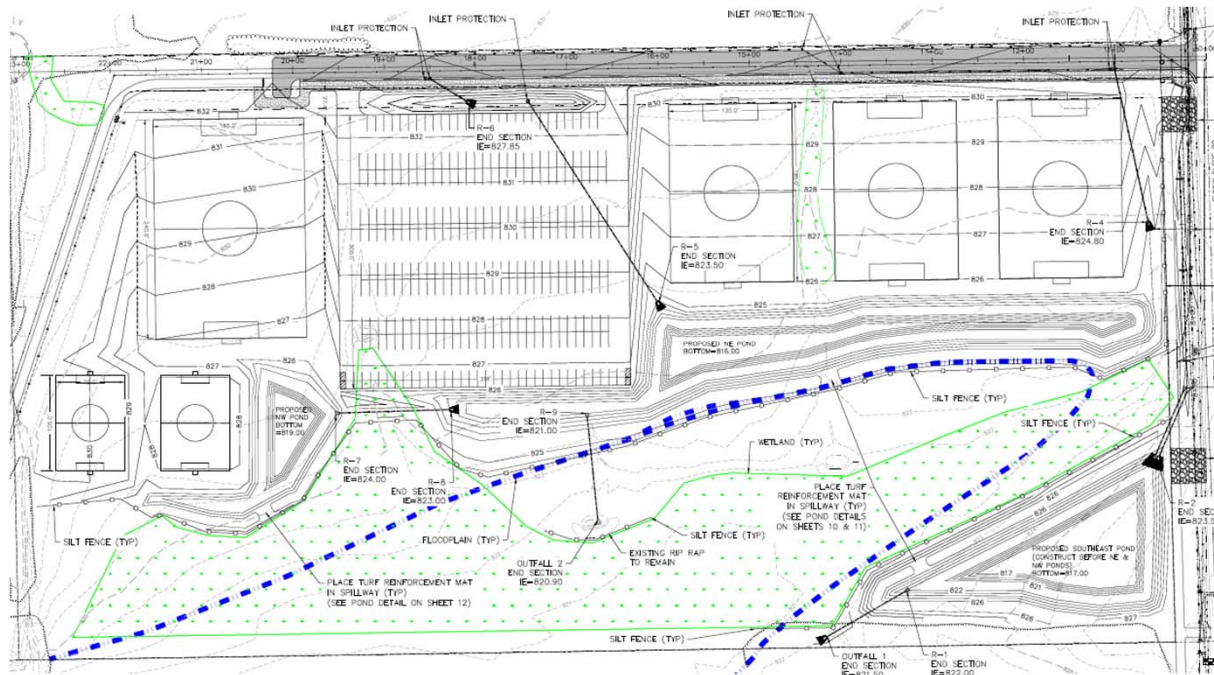
- Increased capacity of the intersection by adding left, thru, and right lanes on all four approaches, as well as signaling the intersection
- Constructed to the 2030 design build-out to anticipate future development of Section 35
- Construction started in August, and was completed in late November



ENGINEERING

Section 35 Storm Water Management Project

- Designed and constructed Phase I of the Section 35 Sports Complex including; six athletic fields, more than 300 parking stalls within a gravel parking lot, an asphalt entrance driveway connecting to Sunny Slope Road, and storm water management facilities serving the park and the Sunny Slope Road and Grange Avenue Intersection



ENGINEERING

Calhoun Road Reconstruction Project – National Avenue to Beloit Road

- Increased the cross section to provide two 12-foot driving lanes, two 5-foot paved, and two 3-foot gravel shoulders
- Added bypass lanes at side road intersections
- Improved the sight distance and slope of the hill south of Salentine Drive
- Constructed bio-swales to accommodate storm water runoff



ENGINEERING

Pedestrian Lighting Project

- Construction of 12 new pedestrian lights, and connection of two existing pedestrian lights along National Ave from 147th St to the New Berlin Farmer's Market
- Work consisted of new lighting cabinet, conduit, wiring, and installation of City-furnished light poles.
- Service location provides future expansion of 1,400 feet east and west of the new cabinet.



ENGINEERING

Roadway Maintenance Projects

- Crack Sealed 58 miles of roadways in 2021
- In coordination with the DPW, removed and replaced deteriorated concrete sidewalks



Crack Sealing

ENGINEERING

Roadway Design Projects:



National Ave. Pedestrian Lighting

- Lincoln Avenue from Calhoun Road to 1.6 miles west is currently being designed for reconstruction in 2023
- Small Road from Moorland Road to College Avenue is under design for reconstruction in 2023
- Collaborating with Waukesha County for the design of the reconstruction of Moorland Road
 - Beloit Road to National Avenue – 2023
 - National Avenue to Cleveland Avenue – 2024
 - College Avenue to Grange Avenue - 2025
- Preparing designs for additional Pedestrian Street Lights along National Avenue

ENGINEERING

Permits and Deposits

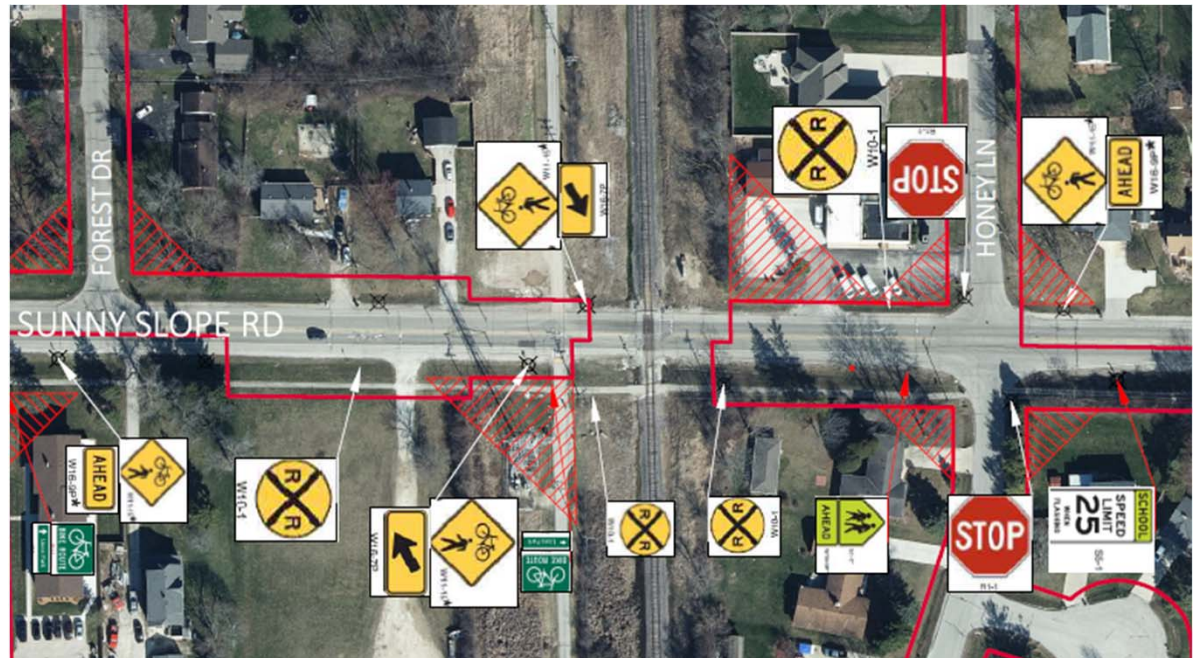
- Issued and inspected 132 driveway approach permits in 2021
- Issued 35 Curb & Ditch Deposits, returned 35 Curb & Ditch Deposits in 2021



ENGINEERING

Safety Commission

- Engineering serves as a representative of DCD on the Safety Commission which meets monthly
- Received 15 new agenda items in 2021, requiring 15 engineering studies
- Conducted 19 traffic counts and speed studies



ENGINEERING

Great Water Alliance

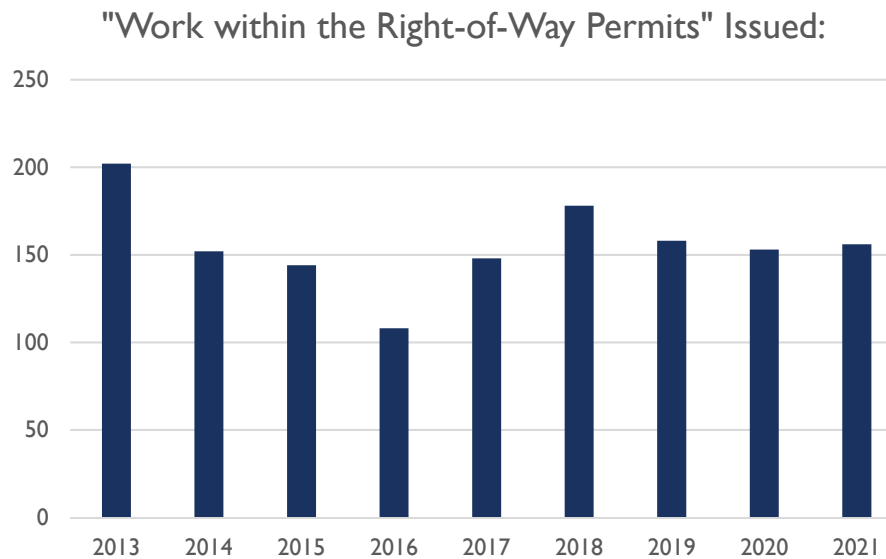
- Entered into an Intermunicipal Agreement with the City of Waukesha for construction of dedicated supply and return water pipelines
- Coordinated traffic control and road closures throughout the project
- Inspected replacement of City infrastructure
- Received resident contacts regarding the project
- Hosted public informational meetings



ENGINEERING

“Work within the Right-of-Way Permits” Issued:

152 in 2014
144 in 2015
108 in 2016
148 in 2017
178 in 2018
158 in 2019
153 in 2020
156 in 2021



ENGINEERING



Waukesha County – Cleveland Avenue Resurfacing

- Cleveland Avenue from Calhoun Road to 124th Street was resurfaced by Waukesha County
- Attended project meetings and provided traffic control coordination with numerous concurrent projects
- Prompted a cross culvert replacement project at 130th Street by the Water Resources Department

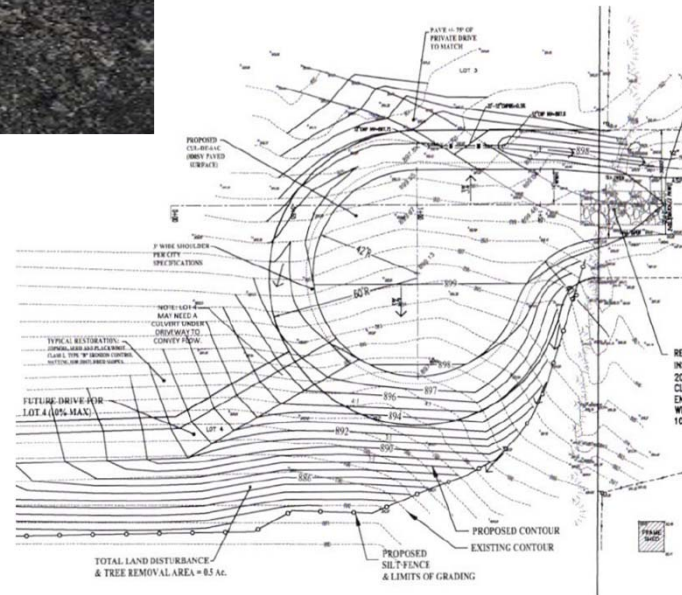
ENGINEERING



Department Collaboration

- Completed the design and survey services for the DPW replacement of the Wall Street Retaining Wall
- Completed design and construction of Phase I of the Section 35 Park Complex in coordination with DPW and Storm Water
- Provided planning input and construction plan review, and site surveying in coordination with Planning, IT, and Recreation Departments
- Provided site plan review and construction oversight for the DPW Cold Storage Facility Project in coordination with Planning and DPW

ENGINEERING



Public Infrastructure Inspection for Private Developments

- Drexel Building Supply – Water main, turn lane improvements
- Court Street Extension – Roadway Improvements

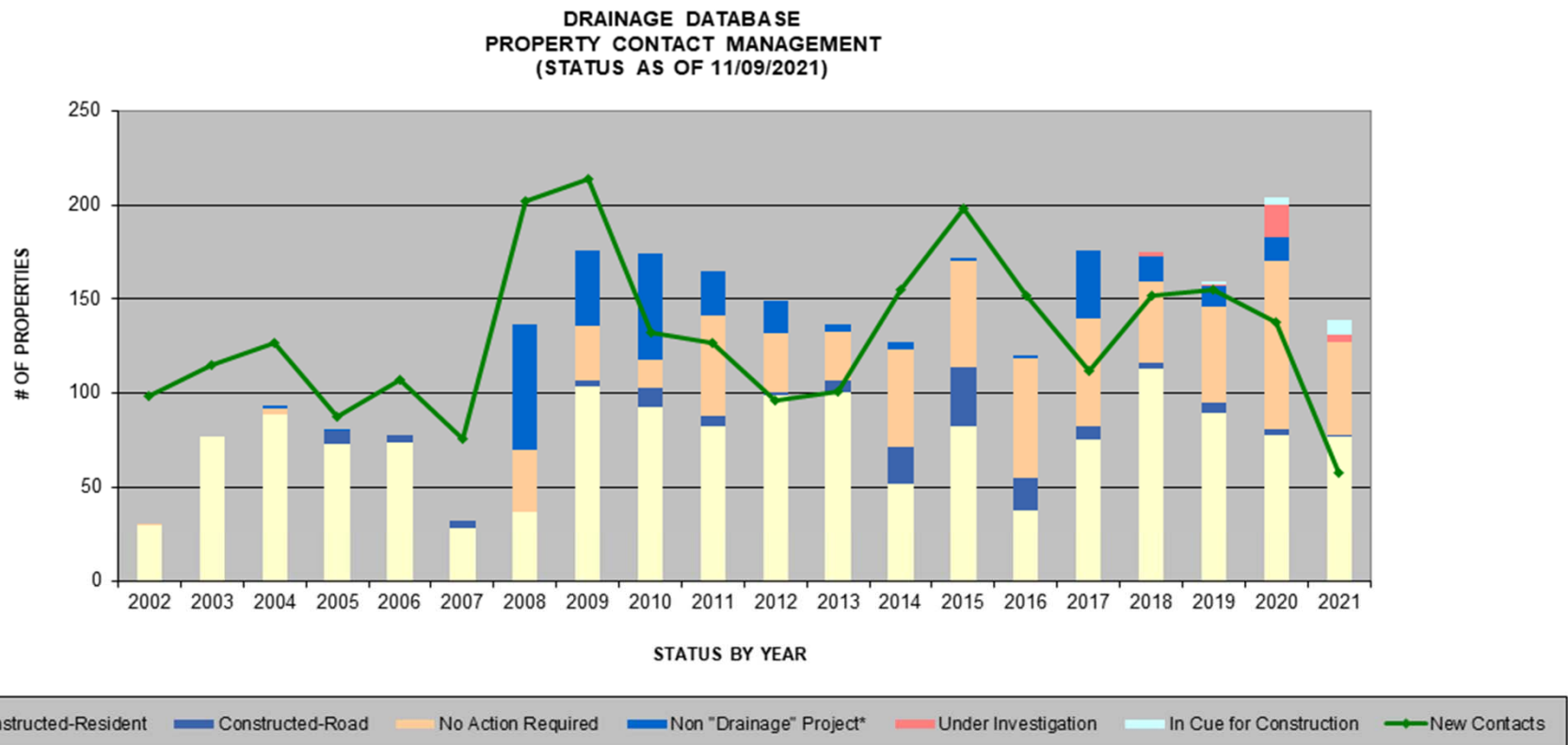
WATER RESOURCES MANAGEMENT UTILITY DIVISION

- Development & Building Permit Plan Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Completes and coordinates research, design and engineering for various large-scale stormwater projects
- Assists the Engineering Services Division in coordinating roadway related stormwater improvements
- Tracks flooding and stormwater issues citywide
- Administers the City's *Wisconsin Pollutant Discharge Elimination System Permit* (WPDES) that regulates the quantity and quality of stormwater leaving the city, pollution prevention, illicit discharge screening, public education & outreach, construction site pollutant control & post-construction stormwater management and represents the City in the Clean Water Network

WRM

DRAINAGE COMPLAINT TRACKING

DCD had 58 new drainage list contacts last year which is down significantly from previous years. This “could” be related to the relatively dry conditions we experienced last year. Following is the chart reflecting our drainage database logs since 2002. The charting will change for next year as we are now tracking our calls in Cartegraph versus Access.





Emergency Management



- We provide assistance to our emergency response agencies to ensure that the resources required for a safe and effective response and / or recovery are made available to the Citizens, Business community and visitors alike.
- The Department works with County, State, Federal, and Private agencies to ensure that all recovery resources are made available including, “after the fact” grants, loans and public assistance programs.
- We have the responsibility to train and familiarize the Citizens and Business Communities of the City of New Berlin, to help them recover from the affects of a manmade or natural disaster.



City of New Berlin Emergency Management



EMERGENCY MANAGEMENT ORGANIZATIONAL CHART

Elected
Leadership

Mayor and
Common Council

Administration

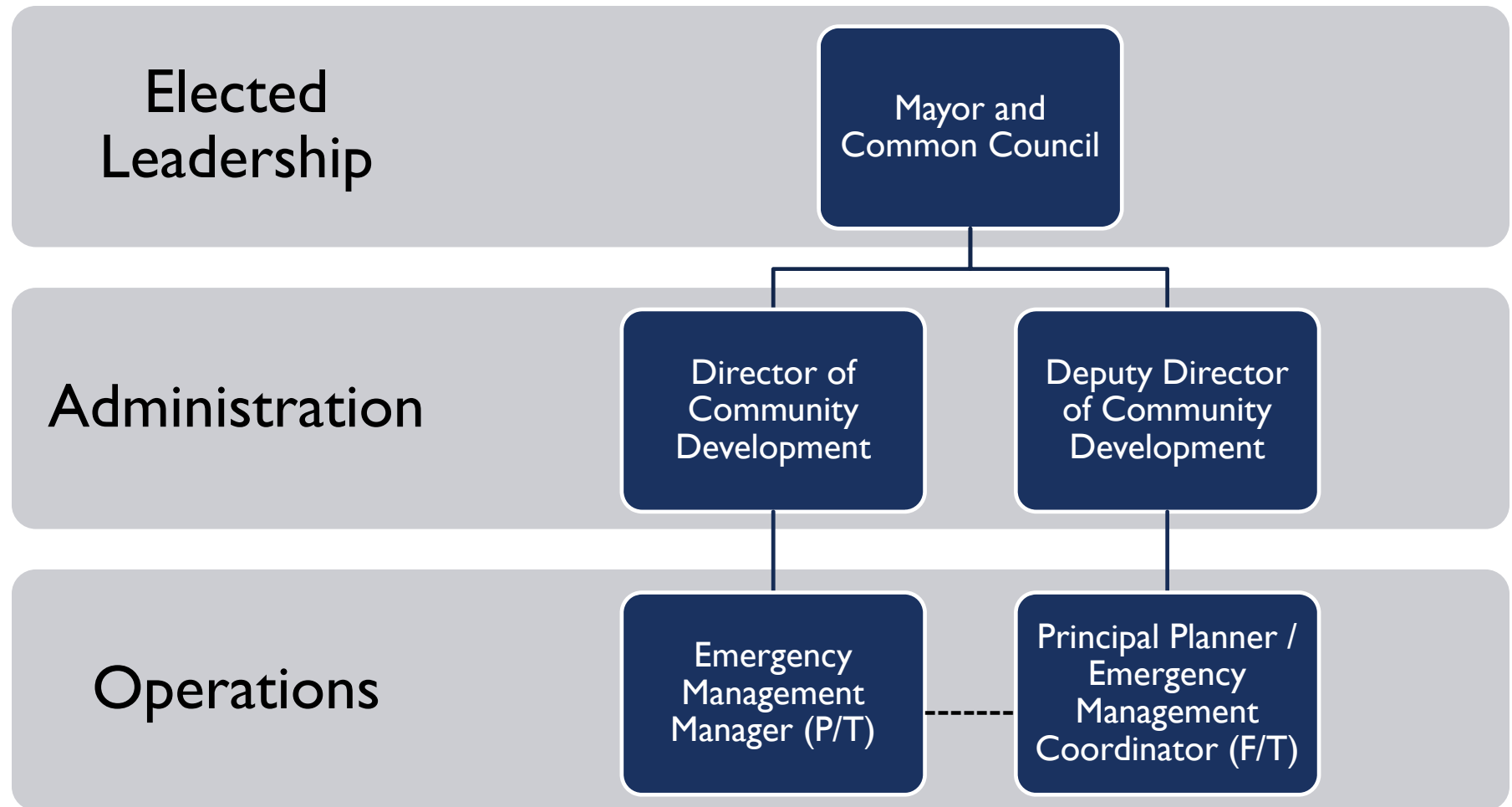
Director of
Community
Development

Deputy Director
of Community
Development

Operations

Emergency
Management
Manager (P/T)

Principal Planner /
Emergency
Management
Coordinator (F/T)



EMERGENCY MANAGEMENT

- On 1/25/22 the Council approved Ordinance # 2657 & EM will now be under DCD.

2022 Some Projects Include:

- Continuity Operation Plan
- Waukesha County Updated Hazard Mitigation Plan
- Water Utility Radio Upgrade Project
- After Incident Improvements
- Continued COVID Monitoring
- Local Damage Assessment Training
- Create City Damage Assessment Teams



EMERGENCY MANAGEMENT

Tank Incident on 1/27/2022

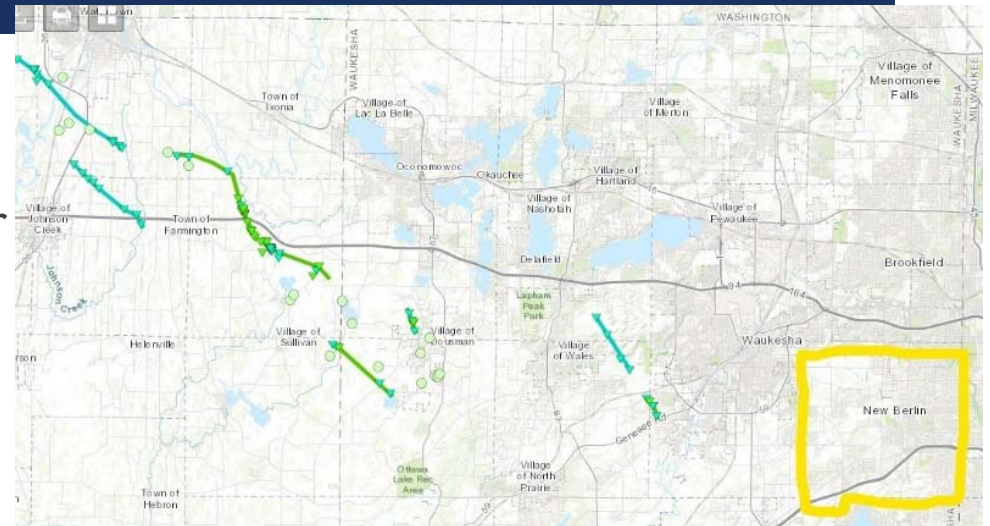
- 4,200 gallon calcium chloride tank burst as new product was being put into the tank.
- Spill Hotline, WDNR Warden and WRM were all notified.
- A clean up plan was put into place.



EMERGENCY MANAGEMENT

2021 Power Outage

- Several days parts of New Berlin & Waukesha County were without power
- City assisted by setting up a cooling station, offered charging stations, and provided dumpsters for spoiled food at the Recycle Center.
- Utilized Social media to keep residents updated



WISN 12 NEWS · 1 MIN READ

New Berlin offers dump site for food damaged during power outages

Derecho – Midwest - FINAL

Situation: On Aug 10, severe thunderstorms with long track damaging winds (derecho) impacted the Midwest, causing widespread power outages across Regions V and VII. Power restoration and damage assessments continue. No requests for FEMA assistance

Lifeline Impacts:

Safety and Security

- Fatalities: IA - 2, MO - 1 (as of Aug 12, Region VII Incident Report)

- Injuries: IA - 50; IL - 5 unconfirmed

Food, Water, Shelter: (as of 7:25 a.m. ET, ESF 6 Report)

- IA: 119 (+42) total occupants; 62 (-15) in non-congregate (hotels); 0 (-6) in congregate

- IA: 150 members of Meskwaki Nation sheltered in tribal casino

Energy

- Customers without power (as of 4:30 a.m. ET, DOE Eagle-I)

- Region V: IL: 65k (1%) (peak 757k)

- Region VII: IA: 181k (13%) (peak 491k)

Communications:

- IA: Widespread damage to communications systems (911 still working)

- 332 (15%) of 2,172 cell towers in the affected areas are out of service

State / Local Response:

- IL EOC: Normal Operations

- IA EOC: Partial Activation (COVID-19); State of emergency declared

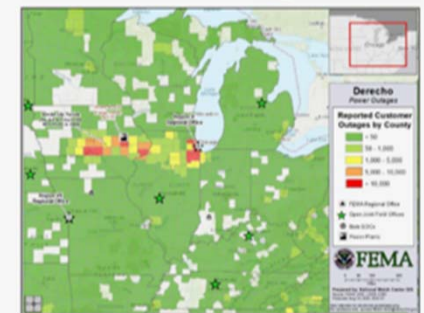
Federal Response:

- Region V RRC Level III (COVID-19): RWC monitoring

- Region VII RWC at Enhanced Watch (day shift) w/ ESFs 2, 12 & 15

- Region VII State and Tribal LNOs deployed (virtually) to IA

- NWC is monitoring



EMERGENCY MANAGEMENT

EM Training for City Staff

- Damage Assessment Class will be held in New Berlin - March 15-16
- Coordinating with multiple departments to have a variety of City staff attend.
- Great opportunity to take the class since it will be held at City Hall.
- State of WI – Training Management System – Many classes are offered for free to anyone.



State of Wisconsin Training Management System

Welcome njones! | Log Out

Home | Schedule | Training Catalog | Related Links | Contact Info | Help and FAQ | My Account

Classroom Catalog

Show/Hide Filter Page 1 of 1

Course #	Course Title	Provider	
IS-100.c	ICS-100: Introduction to Incident Command System	FEMA - Emergency Management Institute	View Available Classes
IS-100.FDA	Introduction to Incident Command System (ICS 100) for Food and Drug Administration	FEMA - Emergency Management Institute	View Available Classes
IS-100.FWa	Introduction to the Incident Command System (ICS 100) for Federal Workers	FEMA - Emergency Management Institute	View Available Classes
IS-100.HCb	Introduction to the Incident Command System for Healthcare/Hospitals	FEMA - Emergency Management Institute	View Available Classes
IS-100.HE	Introduction to the Incident Command System, ICS-100, for Higher Education	FEMA - Emergency Management Institute	View Available Classes
IS-100.LEb	Introduction to the Incident Command System, ICS-100, for Law Enforcement	FEMA - Emergency Management Institute	View Available Classes
IS-100.PWb	Introduction to the Incident Command System, ICS-100, for Public Works Personnel	FEMA - Emergency Management Institute	View Available Classes
IS-100.SCa	Introduction to the Incident Command System, I-100, for Schools	FEMA - Emergency Management Institute	View Available Classes

Total of 8 Page 1 of 1

2400 Wright St., P.O. Box 7865, Madison WI, 53707-7865 | (608)242-3232

Home | Schedule | Training Catalog | Related Links | Contact Info | Help and FAQ

GIS/LIS SERVICES

MISSION STATEMENT

To build, maintain and proactively support a comprehensive Enterprise GIS that promotes information sharing and the effective use of geospatial technology for the benefit of our partners, our customers and our community.

SIGNIFICANT ACHIEVEMENTS

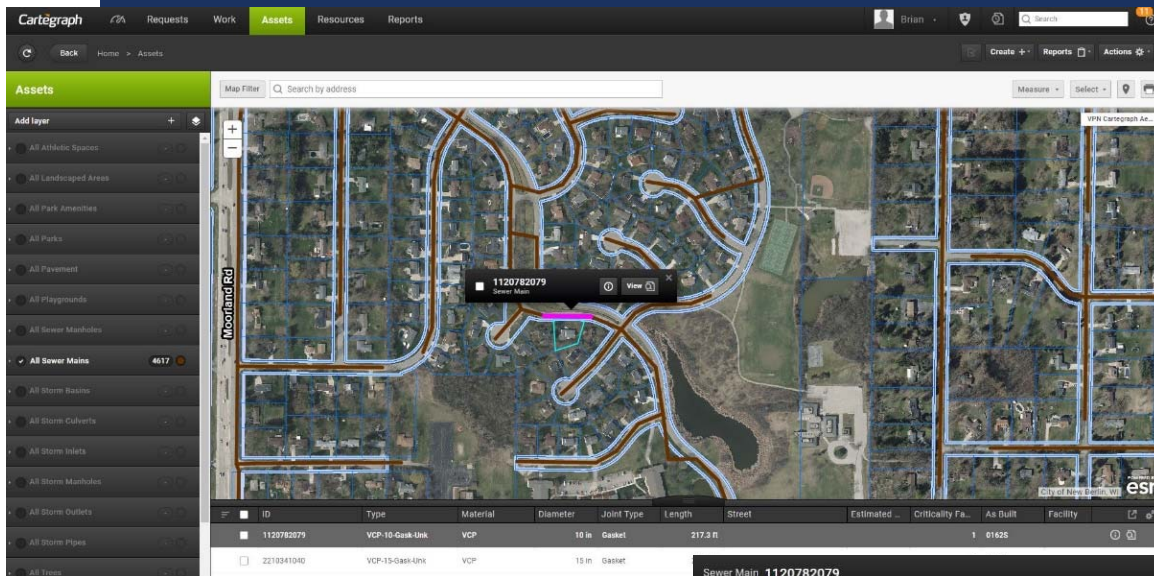
- Completion of a GIS/LIS Strategic Plan
- Working with Community Development, Engineering, Parks, Streets and Utilities to implement the latest version of our Cartegraph Asset Management software. This new version is entirely map-focused and has additional functionality for departments not previously supported, especially in Parks.
- Ongoing development of GIS applications for the Police Department.

GIS/LIS SERVICES

FUTURE PLANS AND GOALS

- Continue to develop an Enterprise GIS/LIS System
- Expand use of Cartegraph Asset Management to go beyond tracking history and start using some of the planning and forecasting capabilities
- Work in conjunction with the GIS/LIS User Group and Department Heads to determine a clear path and prioritized goals for the future of GIS/LIS in New Berlin
- Continue department needs analysis to ensure we are provided the best service possible to all departments
- Expand GIS Project Management applications

CARTEGRAPH ASSET MANAGEMENT

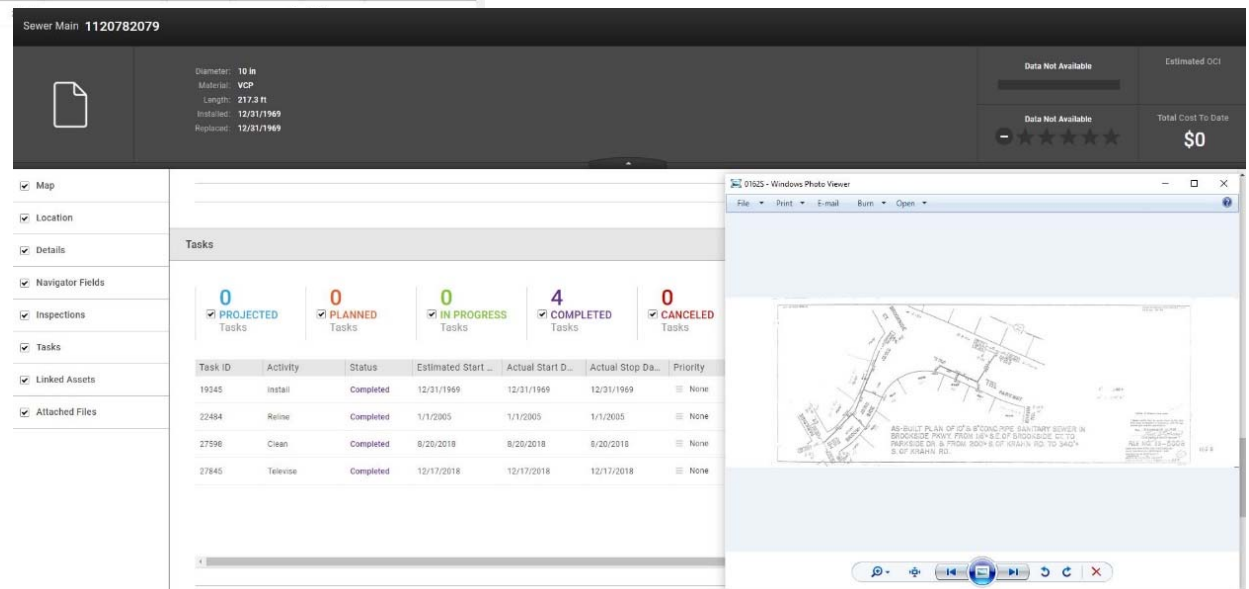


Maps in Cartegraph are supplied by our Enterprise GIS/LIS system. The maps allow users to easily locate assets they are tracking work on.

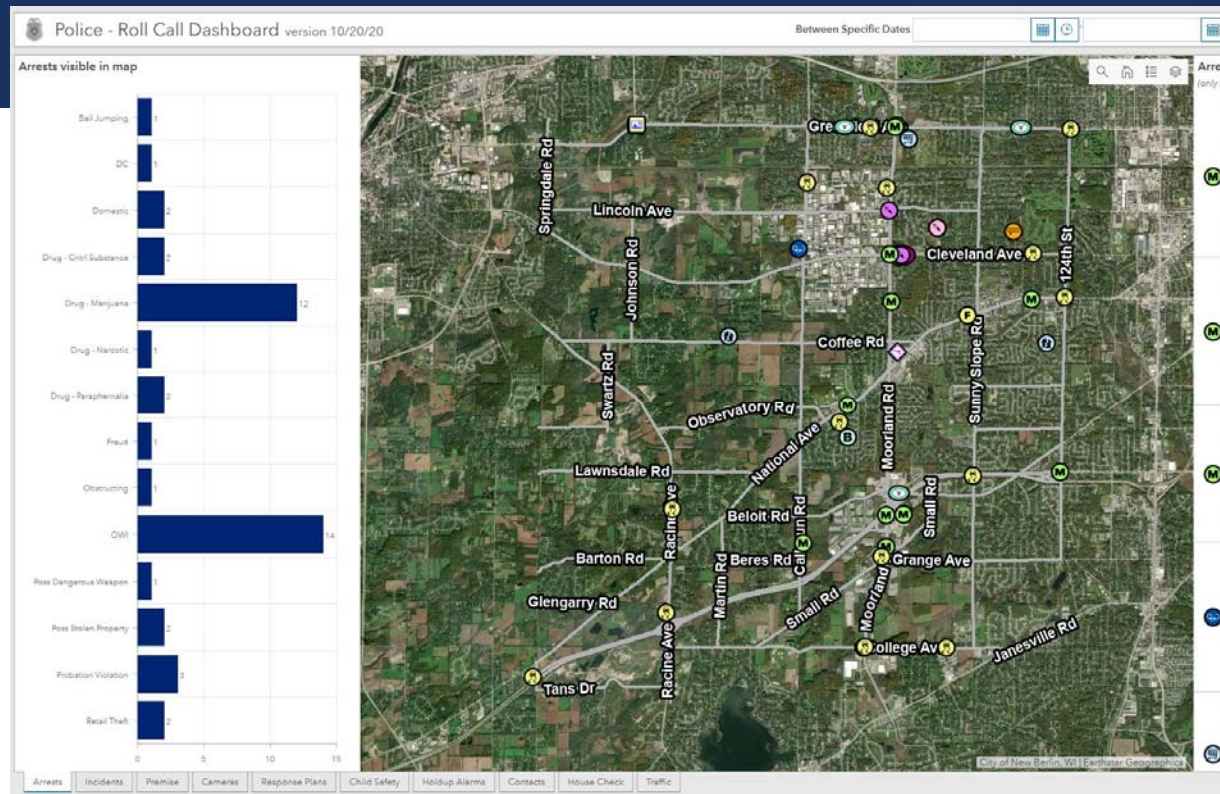
We maintain dozens of layers for almost every department in the City.

In 2020 we completed the conversion from our legacy Cartegraph to the latest version.

We hope to get many more departments on board in the future now that we have more licenses available to us and a more streamlined user interface.



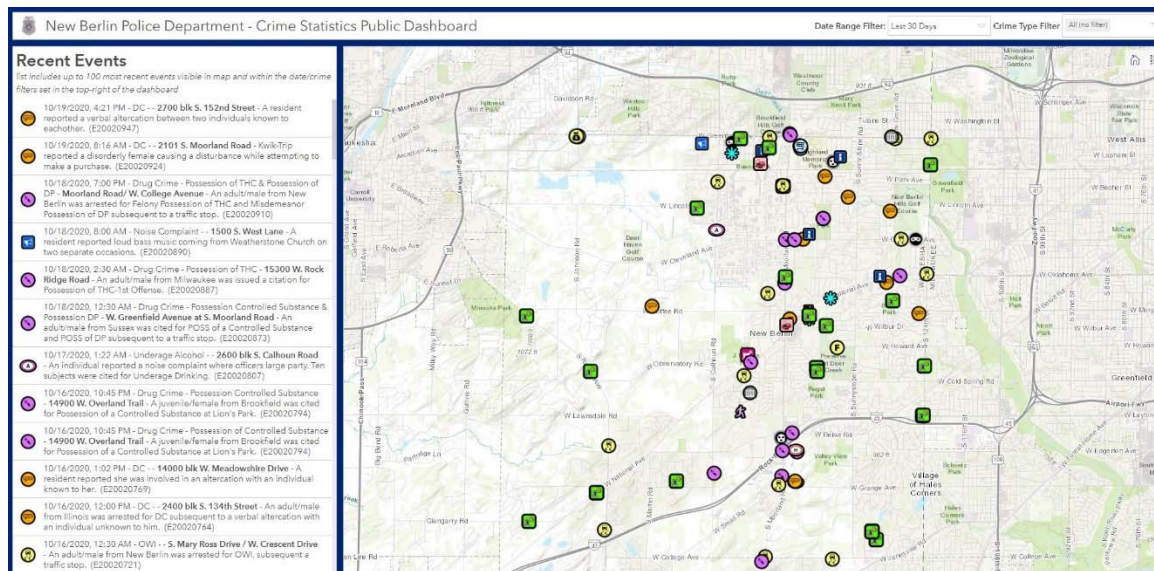
POLICE ROLL CALL DASHBOARD MAP



The Police Roll Call dashboard map continues to be refined and enhanced, including more changes to come in 2021. The dashboard has increased efficiency in officers completing reports which has tremendously enhanced information sharing and ultimately, officer safety.

The dashboard map (for PD staff only) includes the following layers: Alarm inventory – Holdup alarms and Individual alarms, Arrests, Camera survey (residents who have submitted details about their security cameras), Child safety areas and Offender locations, Contact list, Incidents, Response Plans for large commercial and institutional sites and Warrants.

PUBLIC CRIME STATISTICS DASHBOARD MAP



The public Crime Statistics Dashboard has been simplified in 2020. Arrests and Incidents are now included on a single map, and users can filter the data to show events within a date range and crime type. The list on the left shows all events that match the filter criteria, sorted in reverse order, with the most recent at the top.

If you haven't visited the public dashboard yet, visit the NBPD website and click the "Crime Statistics" icon found in the lower-right of the gallery.

Crime Statistics



ECONOMIC PROFILE



HISTORY

New Berlin is located just west of Milwaukee and is made up of 36 square miles. Its population is 40,027 people (2017), making it the second largest city in Waukesha County.

In 2017, New Berlin was ranked the #11 Best Place to Live in America by CNN Money Magazine.

POPULATION



INCOME

2016 PER CAPITA PERSONAL INCOME	
- Waukesha County	\$65,522
- Southeastern Wisconsin Region	\$32,302
- Wisconsin	\$46,762

TAXES

LOCAL PROPERTY TAXES, 2017

- Assessment Ratio: 0.935778
- Net Rate / \$1,000:
 - New Berlin School District: \$17.16
 - West Allis / West Milwaukee School District: \$18.28
 - Elmbrook School District: \$16.26
 - Muskego-Norway School District: \$15.16
- Total Equalized Value: \$4,957,310,700 (2016)

HOUSING



MEDIA

Local Newspapers

- New Berlin Citizen, Weekly
- New Berlin Enterprise, Weekly
- The Waukesha Freeman, Daily
- The Milwaukee Journal-Sentinel, Daily
- Milwaukee Business Journal, Weekly

TRANSPORTATION

HIGHWAYS

- Interstate Highway 94 located immediately north; Interstate Highway 43 passes through the City
- State Trunk Highway 59
- County Trunk Highways D, I, L, O, Y, ES, and HH

RAILWAY SERVICE

- Union Pacific Railroad

TRUCKING

- Numerous trucking & warehousing establishments located in Waukesha County

WATER TRANSPORTATION FACILITIES

- Port of Milwaukee, located 16 miles northeast

PUBLIC TRANSIT

- Commuter bus route operated by Wisconsin Coach Lines, Inc.
- Specialized Transportation services available to the elderly and persons with disabilities through the Waukesha County Department of Aging

AIR SERVICE

- Waukesha County - Crites Field, located four miles northwest
- Capital Airport, located six miles north
- Lawrence J. Timmerman Field, located 11 miles northeast
- Milwaukee's General Mitchell International Airport, located 14 miles east
- Chicago's O'Hare International Airport, located 80 miles south-east

GOVERNMENT SERVICES

The City of New Berlin has a mayor/council form of government.

Police and Fire

Police Department: 74 sworn officers

A radio control robot has been successfully used by the Department as a public relations tool for crime prevention programs, and for safety programs presented to elementary and other school aged children.

Fire Department: 34 full-time & 35 part-time fire fighters

Other

The City provides standard services such as street maintenance, snow removal, a park system, planning and inspection services, and a public library.

HEALTH

The City of New Berlin is served by a complete range of health facilities and health professionals. Seven hospitals provide expert care to Waukesha County residents. Aurora Health Care, Concentra Medical Clinic, St. Luke's New Berlin, Waukesha Medical Centers, and over 200 additional clinics in Waukesha County provide a variety of health services for area communities.

EDUCATION

The City of New Berlin is serviced by the New Berlin, Elmbrook, Muskego-Norway, and West Allis/West Milwaukee School Districts.

PUBLIC HIGH SCHOOL GRADUATES:

2016-2017 Graduation Rate 97.5%

COLLEGES AND UNIVERSITIES

Carroll College, City of Waukesha
Marquette University, City of Milwaukee
Milwaukee School of Engineering, City of Milwaukee
University of Wisconsin-Milwaukee, City of Milwaukee
University of Wisconsin-Madison, City of Madison
University of Wisconsin-Waukesha, City of Waukesha

TECHNICAL AND VOCATIONAL SCHOOLS

Milwaukee Area Technical College
Waukesha County Technical College

LIBRARY

The City of New Berlin is a member of the Bridges Library System. There is a total of 24 public libraries in the Bridges Library System that serves Waukesha & Jefferson counties.

ECONOMIC PROFILE

HOUSING

The City of New Berlin is dedicated to serving its residents and offer a variety of housing options for all income levels. The Department of Community Development has compiled a list of multi-family housing developments within the City of New Berlin, including senior housing, in an effort to educate residents and business owners of opportunities available to them. Additionally, the Waukesha County Housing Authority and the Wisconsin Housing & Economic Development Authority serve as



HOME LOAN GRANT PROGRAM

The City of New Berlin is offering down payment and closing cost assistance to first-time home buyers wishing to purchase property within the limits of the City of New Berlin. In addition, First Bank Financial Centre (FBFC) will match up to \$2,500 to finance closing costs for the home buyer. For more information, contact the City of New Berlin at



LOCAL CONTACTS

**CITY OF NEW BERLIN
DEPARTMENT OF
COMMUNITY DEVELOPMENT**
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 797-2445

**CITY OF NEW BERLIN
CLERK'S OFFICE**
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 786-8610

**SOUTHEASTERN WISCONSIN
REGIONAL PLANNING
COMMISSION**
W239 N1812 Rockwood Drive
Waukesha, WI 53187
Phone: (262) 547-6721

**WAUKESHA COUNTY
CENTER FOR GROWTH**
2717 N. Grandview Blvd
Suite # 300
Waukesha, WI 53188
Phone: (262) 542-4249

**VISIT MILWAUKEE VISITOR
INFORMATION CENTER**
400 W. Wisconsin Avenue
Milwaukee, WI 53203
Phone: 1-800-554-1448
Local Phone: (414) 273-7222

**NEW BERLIN CHAMBER OF
COMMERCE**
13825 W. National Avenue
New Berlin, WI 53151
Phone: (262) 786-5280

UTILITIES

ELECTRIC POWER & NATURAL GAS

- We Energies
Residential: 1-800-242-9137
Business: 1-800-714-7777



WATER

- Source: Milwaukee Water Works
Average Daily Consumption:
2.5 million gallons daily
Pumping Capacity:
6.336 million gallons per day
Reserve Storage Capacity:
3.5 million gallons
- Rate Information:
Water Department
(262) 786-7086

SANITARY SEWERAGE

- Milwaukee Metropolitan
Sewerage District:
South shore Service Area
Average Annual Hydraulic
Capacity:
100 million gallons per day
Average Hydraulic Design
Capacity:
250 million gallons per day
Adequate capacity for new
industry.
- Rate Information:
Utility Manager

CITY HALL

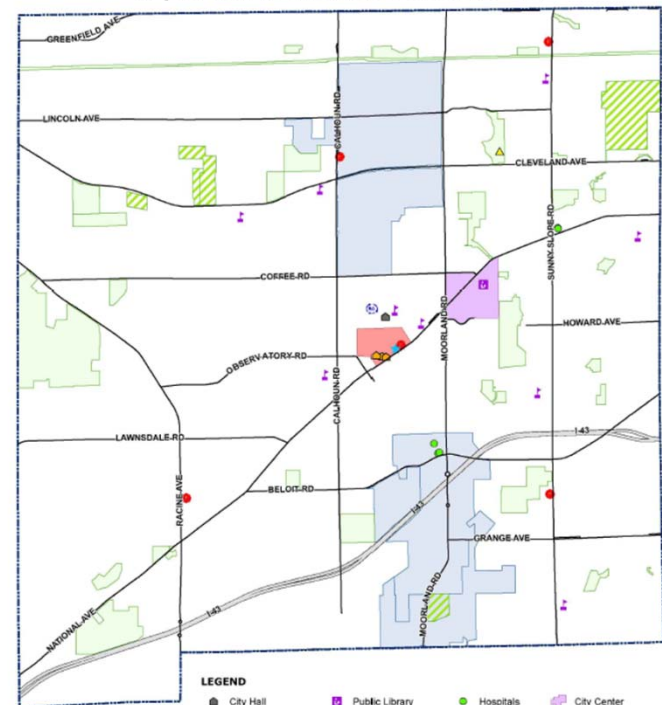
CITY OF NEW BERLIN
3805 S. Casper Drive
New Berlin, WI 53151
Phone: (262) 797-8610

Hours:

Monday—Friday
8:00 am—4:30 pm



City of New Berlin Economic Profile 2018



LEGEND

- City Hall
- Community Center
- Police Station
- Fire Stations
- Public Library
- Municipal Buildings
- Recycling Center
- Schools
- Hospitals
- Park
- Golf Course
- Business Park
- City Center
- Civic Center Campus



March 2018

City of New Berlin, Wisconsin

TARGETED AREAS



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

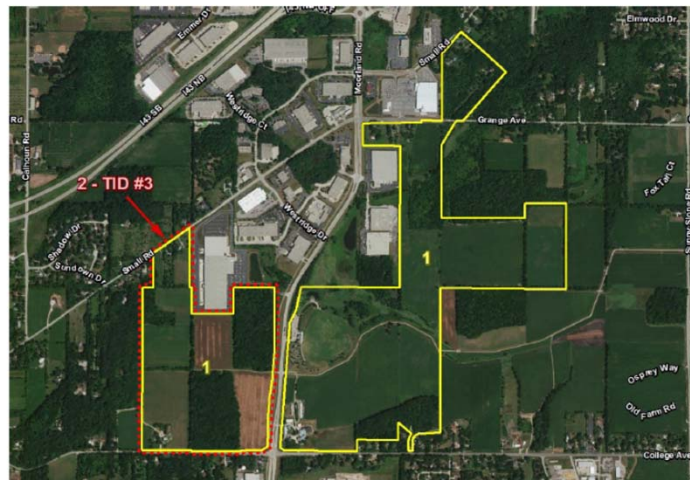
MOORLAND EAST BUSINESS PARK (ALSO KNOWN AS WESTRIDGE BUSINESS PARK EXPANSION)

Westridge Business Park is a successful business hub located along the Moorland Road corridor. Easy interstate access is available to I-43 and I-94. Sewer and water transmission mains have been installed to these parcels and are available for local sewer connections. Development opportunities in this area include development of Moorland East Business Park (an expansion of the Westridge Business Park) which might include commercial retail as it supports the business park. Contact Greg Kessler at (262) 797-2445 x2501 with any questions.

1. SOUTH OF SMALL ROAD & WEST OF MOORLAND ROAD

- **Available Acres:** 391 +/- Gross Acres (includes wetlands, natural areas, floodplain, etc.)
- **Existing Zoning:** A-1, A-1/PUD, A-2, R-3, R-4, B-3, C-1, C-2, P-1, P-1/PUD, and M-1
- **Future Land Use:** Business Park/Industrial (M-3)

2. TID #3



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

MILL VALLEY

Redevelopment as a long-range job center similar to the existing Westridge Business Park and planned as an attractive destination that is compatible with the area's natural resource and land use patterns. It will be a mix of light manufacturing, office, small-scale retail, and restaurant/hotel uses. An eco-business park design approach will be encouraged, which focuses on the use of renewable resources to maximize environmental preservation and sustainability.

The lands west of Racine Avenue consist primarily of an existing nonmetallic (sand and gravel) mining operation and the lands in the Study Area to the east consist of an existing gas station and an adjacent undeveloped lot. Sewer and water service are planned for the site. The two primary entrances into the park will occur at Racine Avenue on the north via an extension of College Avenue, and also from Racine Avenue on the south from the re-aligned Tans Drive. A secondary entrance/exit will be located at the Racine Avenue/College Avenue intersection. Contact Greg Kessler at (262) 797-2445 x2501 with any questions.

SOUTH OF INTERSTATE 43 & EAST OF RACINE AVENUE

- **Available Acres:** 220
- **Existing Zoning:** Q1, R-1/R-2, C-1
- **Future Land Use:** Rural Commercial & Business Park Industrial (B-1, B-2, B-5, M-1, O-1, O-2)



TARGETED AREAS



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

GATEWAY TO NEW BERLIN-GREENFIELD AVENUE

Greenfield Avenue offers a mix of commercial and residential development, and serves as a gateway to New Berlin. Development opportunities in this area include PUD zoning for a hotel at the southwest corner of Greenfield Avenue and Moorland Road. This development, along with potential development on the southeast corner of Greenfield and Moorland, will serve as a strong gateway into New Berlin. Contact Kevin Barry at (414)272-6728 with any questions.

1. SW CORNER - APPROVED HOTEL SITE / VACANT

- ♦ Available Acres: 6.23
- ♦ Existing Zoning: B-1/PUD and C-2
- ♦ Future Land Use: Suburban Commercial

2. SE CORNER - VACANT SITE

- ♦ Available Acres: 22.2
- ♦ Existing Zoning: I-1 and C-2
- ♦ Future Land Use: Suburban Commercial



CITY OF NEW BERLIN

DEVELOPMENT OPPORTUNITY

GEIPEL

Multiple parcels are being offered with future zoning for business park and industrial. Located on the North side of New Berlin on Lincoln Avenue adjacent to the New Berlin Industrial Park, development in this area includes possible business park and industrial. The parcels outlined in red are outside of the sewer service area and will be served by private owner waste treatment systems. Contact David Lange at (262) 367-6830 with any questions.

1. VACANT-EAST SIDE (FUTURE SEWER SERVICE)

- ♦ Available Acres: 77+/-
- ♦ Existing Zoning: Upland Resource Conservancy/Wetland Shoreland District(C-1/C-2)
- ♦ Future Land Use: Business Park/Industrial (O-2, M-1/M-2)

2. VACANT-WEST SIDE (OUTSIDE SEWER SERVICE AREA)

- ♦ Available Acres: 116+/-
- ♦ Existing Zoning: Upland Resource Conservancy/Wetland Shoreland District (C-1/C-2)
- ♦ Future Land Use: Business Park/Industrial (O-2, M-1/M-2)



WORK PLACE VISITS

- Burghardt Sporting Goods
- Crossmark Graphics
- Eagle Enterprises
- Fastback Physical Therapy
- IRSC
- Kevco
- Nassco



ECONOMIC DEVELOPMENT WATCH NEWSLETTER

ECONOMIC DEVELOPMENT WATCH

CITY OF NEW BERLIN

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This fall, the Department of Community Development has been busy reviewing new development projects, meeting with businesses and visiting construction sites. Lots of exciting things happening in the City!

RIBBON CUTTINGS



Fastback Physical Therapy had a Ribbon Cutting Ceremony on September 14th at 3333 W. Sunny Slope Rd. They held off on doing a Ribbon Cutting Ceremony until now due to COVID. They have been in business for a couple of years in New Berlin and are currently expanding their footprint into the neighboring tenant space!

2022 FARMERS MARKET

If you're interested in being a vendor for the 2022 season, please send an email to office@newberlinchamber.org for all of the details, costs, and requirements to participate. Be sure to include your contact information as well as what items you would be selling.

NEW BERLIN WINTERFEST

Shake off those winter blues and come check out New Berlin Recreation's annual Winterfest. This family friendly event features a ton of winter fun including ice skating, snowy kickball tournament, candlelight hike, snowman building contest, beer garden, live music, and LOTS of hot cocoa! Don't miss the fun on January 8th & 9th of 2022! Remember to purchase your commemorative Winterfest Mug in advance to receive unlimited hot cocoa throughout the event!



VETERANS DAY CEREMONY

Mayor Dave Ament will conduct the City's Annual Veterans Day Ceremony on Thursday November 11, 2021 at 7:00 p.m. in the Council Chambers at New Berlin City Hall, 3805 S Casper Drive.

The ceremony will include participation from the New Berlin Hoeppner Horn Bros. VFW Post 5716, the American Legion Post #488 and the New Berlin Community Band. U.S. Navy Veteran Mike Nowak will also be personally honored for his years of military and community service. In addition, Dr. Arthur Angove will be presented with the 2021 Citizen of the Year Award. Furthermore, street light pole banners will be presented to the servicemen and/or their families who participated in our Celebrate Our Local Military Heroes initiative. Mayor Ament invites all residents to attend this ceremony to honor those who have served.

CITY OF NEW BERLIN CITY CENTER



PROHEALTH CARE
REGENCY SENIOR COMMUNITIES
SPONSORS

Concerts at City Center

Located on the Library Green at New Berlin Public Library - 15105 Library Lane

Wednesday July 19 6:30 - 8:30 pm	Wednesday July 24 6:30 - 8:30 pm	Wednesday Aug 7 6:30 - 8:30 pm
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Concerts at City Center is a free, outdoor summer music series. Music starts at 6:30 pm. Feel free to bring your own food and beverages. Come join us for an evening under the stars! Lawn chairs and blankets are advised.

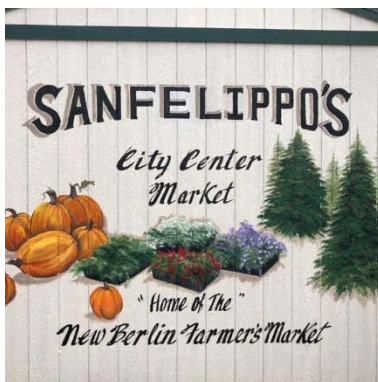
FOR MORE INFORMATION
www.newberlinlibrary.org • 262-785-4980



CITY CENTER PLAZA/ KWIK TRIP



FARMER'S MARKET



WHERE TO FIND US....?

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- Email: gkessler@newberlin.org
- <https://www.enjoynewberlin.com/>



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Get all the up-to-date information anywhere you go! **The New Berlin Department of Community Development** is on all your favorite social media sites.

Stay connected and become our friend, fan, and follower to receive updates and announcements regarding ...

- Development projects
- Permits and licenses
- Economic development news
- New businesses
- Meetings, events, and activities



New Berlin Department of Community Development
3805 S. Casper Dr.
New Berlin, WI 53151-0921
262.786.8610
www.newberlin.org



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

ITEM INFORMATION COVER SHEET

ITEM:

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

ATTACHMENTS:

1. RAS RE: WAWM FIBER CONTRACT
2. DRAFT CONTRACT

DEPARTMENT:

IT DEPARTMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

February 16, 2022

TO: Mayor Ament
Common Council

FROM: David Bailey, Director of Administrative Services

ISSUE:

IT Service agreement with the West Allis/West Milwaukee School District

REQUESTED:

Discussion and possible action regarding the West Allis/West Milwaukee School District ability to connect to the City of New Berlin Fiber located at Hickory Grove School.

FISCAL IMPACT:

No fiscal impact. The West Allis/West Milwaukee School District will deposit \$5,000.00 into an escrow account to support future maintain and services associated with the Fiber connection located at Hickory Grove School location.

RATIONALE:

The City currently have a similar partnership with the New Berlin School District with the use of Network Fiber controlled by the City. This partnership with West Allis/West Milwaukee will enhance our partnerships for future expansions of the IT infrastructure and capabilities.

NETWORK SERVICE AGREEMENT

THIS NETWORK SERVICES AGREEMENT ("Agreement") is made effective as of the Day of 05/01/2022 ("Effective Date"), by and between City of New Berlin ("Provider") and the West Allis-West Milwaukee School District ("Customer").

Provider is developing an optical fiber network in New Berlin, Wisconsin, to provide a reliable and durable medium for high-speed, high volume transmission of digital data (the "Network"). Customer would like to utilize the Network for its broadband needs.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NETWORK USE.

- 1.1. Subject to the terms and conditions of this Agreement, Provider grants to Customer a right to use the Network as described in Exhibit A to transmit voice and data. Customer shall be entitled to use the Network for any lawful purpose subject to the terms of this Agreement and hereby agrees to be bound by all laws, regulations and any requirements whether by agreement, permit or otherwise.
- 1.2. Provider will provide Customer unlimited point-to-point connectivity between Customer properties, as designated by Customer, with a minimum Gigabit ("GB") Ethernet handoff available at each location (the "Services").
- 1.3. Throughout the Term of this Agreement, Provider will provide the Services in accordance with the Service Level Agreement attached hereto as Exhibit B.

2. EFFECTIVE DATE AND TERM.

- 2.1. Subject to Section 11, this Agreement shall be valid from the Effective Date to August 31, 2022 (the "Initial Term").
- 2.2. Subject to Section 11, after the Initial Term this Agreement will automatically renew for additional terms of one year each, unless one party provides the other party at least one hundred eighty (180)

days' notice of nonrenewal before the end of the current term.

- 2.3. Expiration or termination of this Agreement shall not affect the rights or obligations of any party with respect to those obligations incurred prior to the date of termination. For purposes of this Agreement, "Fees" are described in Section 5.

3. ACCEPTANCE AND DOCUMENTATION.

3.1. Provider shall deliver to Customer Network test results that illustrate that the Network is available to provide Services at the levels described on Exhibit B no later than **April 1, 2022 ("Delivery Date")**. Upon mutual agreement in writing, the parties may agree to a different Delivery Date.

- 3.2. Within 30 days after receiving the Network test results, Customer shall (a) determine whether the Network test results conform to the requirements described in Exhibit A, and (b) provide an Acceptance / Rejection Notice in the form of the attached Exhibit C. As Customer determines whether the Network test results conform to the requirements, Provider shall cooperate with any third party identified by Customer, provided reasonable Customer gives notice to Provider. Customer's acceptance of the Network will be evidenced by submittal of an Acceptance / Rejection Notice where the "Network Rejected" box is not checked ("Acceptance").

- 3.3. Prior to Acceptance, Customer shall provide Provider with reasonable access to Customer's premises for testing the Network.

- 3.4. Within 180 days after Acceptance, Provider shall provide to Customer written documentation, in agreed upon electronic and hardcopy format, consisting of the following:

3.4.1. ~~Proprietary as built information;~~

3.4.2. Non-proprietary route map;

3.4.3. Any geographical information deemed necessary to further clarify the route; and

3.4.4. Technical specifications of the optical fiber cable, associated splices and other equipment used in installing and providing fiber optic network services; which shall be provided to Customer as Exhibit D.

4. MAINTENANCE AND REPAIR.

- 4.1. Provider will maintain and repair the Network in accordance with Exhibit E ("Maintenance").
- 4.2. Additional maintenance shall be performed, upon Customer's request, with reasonable advance notice to Provider.

5. FEES.

5.1.

For Service and Maintenance during the Initial Term, Customer shall pay Provider \$5000 annually. The payment schedule for the fee is attached as **Exhibit F**.

- 5.2. After the Initial Term, payments will be \$5,000 annually for the Service (together with the fees described in Section 5.1, the "Fees"). The parties may agree in writing to adjust the fee for Services after the Initial Term. The service fees will be deferred once the escrow account reaches a balance of \$30,000.00. These fees will remain in deferment status until such time the account balance is below the above amount, at which time the fees will resumes as scheduled within that calendar year. NOTE: if an event causes repairs beyond the escrow account balance both parties will split the additional cost at the time of repair.
- 5.3. In the event Customer terminates this Agreement before the end of the Initial Term or there is any Provider default under this Agreement, the Fees for the Initial Term shall still be due pursuant to the payment schedule on **Exhibit E**; provided, however, Customer shall not be obligated to pay any additional Fees if the City of New Berlin abandons maintenance of the Network. Provider shall provide Customer notice of its intent to abandon maintenance of the Network as soon as such a decision has been made.

6. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS.

- 6.1. Each party represents and warrants to the other with respect to the rights and obligations contained herein that to its knowledge:
 - 6.1.1. it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
 - 6.1.2. this Agreement constitutes a legal, valid, binding obligation enforceable against such party in accordance with its terms.
 - 6.1.3. It will fulfill its obligations under this Agreement in compliance with all applicable laws, rules and regulations.
- 6.2. PROVIDER WARRANTS THAT THE NETWORK WILL BE MAINTAINED TO CONFORM TO THE STANDARDS AS SET FORTH IN EXHIBIT **E**. THIS WARRANTY COMMENCES UPON ACCEPTANCE. PROVIDER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY Guarantees OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. All warranty claims shall be submitted in writing to Provider within 60 days after the claim is discovered. Provider shall remedy all valid warranty claims accordance with the maintenance and repair procedures set forth in **Exhibit E**.

7. HOLD HARMLESS; LIMITATION OF LIABILITY.

- 7.1. Provider shall indemnify and hold harmless Customer for any damages or losses to Customer arising from Claims resulting from (a) the negligence or willful misconduct of Provider, its employees and agents to the extent it causes the injury or death of any person or the damage to or destruction of tangible personal

property, (b) the infringement of any U.S. patent, copyright, or trademark, arising out of the work performed or goods provided by Provider under this Agreement, or (c) Provider's violation of any law, ordinance or regulation, except for damages resulting from the negligence or willful misconduct of Customer or third parties outside the control of Provider.

- 7.2. Customer shall indemnify and hold harmless Provider for any damages or losses to Provider arising from Claims resulting from (a) the negligence or willful misconduct of Customer, its employees and agents to the extent it causes injury or death of any person or the damage to or destruction of tangible personal property,

(b) the infringement of any U.S. patent, copyright, or trademark, arising out of the content transmitted by Customer, or (c) Customer's violation of any law, ordinance or regulation, except for damages resulting from the negligence or willful misconduct of Provider or third parties outside the control of Customer. The Provider shall also be indemnified as a result of the data transmitted through the Network provided herein.

- 7.3. For purpose of this Agreement, "**Claims**" are defined as claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and reasonable attorney fees.

- 7.4. The obligation of a party to indemnify and hold the other party harmless is contingent upon the indemnified party providing the indemnifying party with (x) prompt written notice of and description of each Claim, (y) sole authority to defend or settle any such action, suit or proceeding, and (z) all reasonable assistance in any such defense.

- 7.5. **EXCEPT FOR CASES OF PERSONAL INJURY, DEATH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF DATA ARISING UNDER THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF ITSELF, ITS AFFILIATED ENTITIES OR ANY OF THE FOREGOING'S DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, CONTRACTORS AND/OR AGENTS.**

- 7.6. Notwithstanding anything to the contrary in this Section 7, Provider's responsibility to indemnify the Customer or to hold it harmless hereunder is subject to the limitations, defenses and immunities contained within Wisconsin law including but not limited to, those contained under Wisconsin Statute Section 893.80, 893.52 and 345.05. To the extent that indemnification is available and enforceable, Provider under its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of its liability for municipal claims established under Wisconsin law. Provider's responsibility to indemnify hereunder shall further be limited to the extent of Provider's available liability insurance coverage and under no circumstances shall Provider be liable to indemnify or hold the Customer harmless as and against its own negligence or intentional conduct. Amounts payable arising from any indemnification responsibility shall be limited to the amounts actually paid for the services under

the Agreement.

8. FORCE MAJEURE.

The obligations of the parties (except for the payment of money hereunder) are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall endeavor under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification of any such event or cause shall be given by the excused party to the other and, when possible, of the estimated duration.

9. CONFIDENTIALITY

- 9.1. Provider and Customer shall ensure that any and all information and documents obtained from the other party during the term of this Agreement, and identified as being confidential information will be held in strict confidence and will not be disclosed or be used for any purpose other than a party's performance required by this Agreement, and except for disclosures subject to Wisconsin open records laws. The parties may further disclose confidential information to their Affiliates, directors, officers, employees, elected officials, advisors and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. Confidential information shall not include any information that: (a) at the time of disclosure has been published or is otherwise in the public domain; (b) after disclosure, becomes part of the public domain other than through a breach of this Agreement; (c) was known to the recipient prior to receipt from the disclosing party, provided such prior knowledge can be adequately substantiated; (d) becomes known to the receiving party from a source which legally derives such information independently of the disclosing party under this Agreement; (e) the receiving party can demonstrate that it developed without reference to any confidential information provided pursuant to this Agreement; (f) is freely disclosed by the owner of the confidential information to a third party without an obligation of confidentiality or nondisclosure; or, (g) is disclosed pursuant to law, regulation or lawful order or process. In such event, the party from whom disclosure is required shall promptly notify the owner of the confidential information of the disclosure requirement, to permit the owner to oppose or limit such disclosure.
- 9.2. Confidential documents, data, or information furnished by Provider or Customer is the sole property of that party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner or sufficiently destroyed such that no part may be repaired or reconstructed to resemble in any way the original document(s), data or information if readily available.

10. DEFAULT.

- 10.1 Neither party shall be in breach of this Agreement for default of any duty required by the terms of this Agreement unless and until the non-defaulting party shall have given the defaulting party written notice of such default. The written notice of default shall specify the applicable right-to-cure period or periods specified in this Section. A defaulting party shall have 30 days from receipt of the default notice required by this Section to cure a monetary default. A defaulting party shall have 30 days from receipt of the default notice required by this Section to cure a non-monetary default that does not affect Service; provided, however, that where a non-monetary default that does not affect Service cannot be reasonably cured within the 30-day right-to-cure period, if the defaulting party shall promptly proceed to cure the default with due diligence, the defaulting party will not be in breach of this Agreement if the default is cured within 90 days from the date of receipt of the default notice.
- 10.2. Notwithstanding Section 11.1, following Acceptance, a defaulting party shall have 24 hours from receipt of the default notice required by this Section to commence cure of a non-monetary default that materially affects Service. If the default cannot be reasonably cured within 24 hours, the defaulting party shall use Best Efforts to cure the default as soon as possible thereafter. "Best Efforts" means a high standard of performance, the failure of which to achieve may be excusable only due to force majeure conditions or upon a demonstration that the failure occurred despite dedicated and sustained efforts. An event of force majeure shall not be deemed a non-monetary default. For purposes of this Section related to a non-monetary default that affects Service, the default notice may be given by the non-defaulting party to the defaulting party by email, phone or facsimile; in the event that the default notice is given by email or facsimile, it shall be deemed to have been received by Provider at the time of transmission by Customer.
- 10.3. Upon the failure by the defaulting party to timely cure, any default after notice thereof from the non-defaulting party, the non-defaulting party may take any action, including termination, it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.
- 10.4. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party shall be entitled to injunctive or similar preliminary relief to prevent or cure breaches of the provisions of this Agreement by the other and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled by law or equity.
- 10.5. If Customer terminates this Agreement in response to a City default, Provider shall use its Best Efforts to assist Customer to transition to an alternate vendor.

11. NOTICES.

- 11.1. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Provider:

City Clerk
City of New Berlin
3805 S Casper Dr.
New Berlin, WI 53151

If to Customer:

Director of Finance and Operations
West Allis-West Milwaukee School
District
1205 S. 70th Street
West Allis, WI 53214

- 11.2. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery and shall be deemed delivered: if sent by U.S. Mail, five days after deposit, or if sent by commercial overnight delivery service, upon verification of receipt.

12. ASSIGNMENT; SUCCESSION; CHANGE IN CONTROL.

Each of the parties' respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns. This Agreement and the rights and duties hereunder may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

13. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin with all disputes to be venue in Waukesha County, Wisconsin.

14. DISPUTE RESOLUTION.

- 14.1. It is the intent of Customer and Provider that any disputes, which may arise between them, or between the employees of each of them, be resolved as quickly as possible.
- 14.2. When such informal resolution is not possible, the parties hereto agree to attempt to resolve such disputes through non-binding mediation.

15. MISCELLANEOUS.

- 15.1. The headings of the sections in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.
- 15.2. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 15.3. Either party shall interpret no provision of this Agreement to require any unlawful action. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement section or clause that shall achieve the intent of such unenforceable section or clause to the extent permitted by law.
- 15.4. Only a written instrument executed by the party against whom enforcement of the modification is sought may amend this Agreement.
- 15.5. No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.
- 15.6. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.
- 15.7. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 15.8. No provision of this Agreement shall be interpreted to mean or suggest that Customer has waived any immunity, notice of claim, or liability limit provided or allowed for by law nor any defense, including but not limited to exhaustion of remedies.
- 15.9. In furtherance of this Agreement, the parties agree to comply with all federal and state laws and standards and all applicable local regulations as may be required from time to time.

- 15.10. By executing this Agreement, the parties certify that with respect to all aspects of this Agreement each party has complied and shall comply with all federal, state, and local laws precluding discrimination.
- 15.11. It is acknowledged that it is a crime under Wis. Stat. § 946.13, if any public official or employee shall, in his or her private capacity, negotiate or bid for or enter into a contract in which he or she has a private pecuniary interest, direct or indirect, if at the same time he or she is authorized or required by law to participate in his or her capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on his or her part, nor shall any official or employee, in his official capacity, participate in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part.
- 15.12. The parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.
- 15.13. This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.
- 15.14. Neither Provider nor Customer shall act so as to impair the obligations of this Agreement without the written consent of the other party.
- 15.15. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
- 15.16. Provider and Customer each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.
- 15.17. New Berlin shall be responsible only for the physical connection of the cables, and shall not be responsible for the provision of any data transmitted over the cables. West Allis shall be responsible, at its sole expense, for contracting with Waukesha Education and Community Area Network (WECAN), WiscNet, and other service providers for provision of data services over the Network Cables.
- 15.18. **Ownership of Cables.** West Allis acknowledges and agrees that by this Contract, West Allis is granted only a license to use the Network Cables, and is not granted ownership of any of the Network, which shall remain the sole property of New Berlin at all times.
- 15.19. West Allis shall be responsible, at its sole expense, for the repair and maintenance of all cables requires to connect West Allis-West Milwaukee facilities with the

Connection Point.

- 15.20. **Warranty Disclaimer, Wavier of Damages.** New Berlin provides, and West Allis-West Milwaukee School District accepts, the Network Cable as-is. New Berlin expressly disclaims all warranties, whether expresses or implied, with respect to the Network Cables, including, but not limited to, their suitability and fitness for West Allis-West Milwaukee School District intended purposes, or the quality, availability or reliability of data transmission through the Cables. New Berlin's sole responsibility for the Network Cables is the contractual maintenance and repair as described in Section **Error! Reference source not found.**, and West Allis-West Milwaukee School District waives all claims, demands and causes of action against New Berlin for any direct, incidental or consequential damages arising from West Allis' use of the Cables, or the Cables' performance, including loss of data or loss of service

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered the Network Agreement as of the date first written above.

PROVIDER:

City of New Berlin

CUSTOMER:

West Allis-West Milwaukee School District

**EXHIBIT A:
DESCRIPTION OF NETWORK**

The network is a buried point-to-point fiber optic network constructed between all designated city and school district buildings. The network will provide main termination hubs at West Allis-West Milwaukee Maintenance Building and the City of New Berlin City Hall. The network will be owned, maintained and operated by the City of New Berlin.

EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is part of that certain Network Services Agreement between Provider and Customer (the "Network Services Agreement"), and defines the performance criteria to which Provider will be held accountable. The SLA will become effective on the first day of the month. Provider may from time to time propose revised conditions of service and will notify Customer in accordance with Section 16.4 of the Network Services Agreement. Terms capitalized, but not otherwise defined in this SLA, have the meanings provided for them in the Network Services Agreement.

Provider will make every effort to repair any damage to the fiber network within 4 hours.

1.0 SLA Definition For: Network Availability Service Level Agreement

Provider's objective is to maintain an end-to-end Network Availability of 100%.

Calculation

"Network Availability" means customer is able to transmit data using the Network. "Network Downtime" means the time when Customer's circuit is unable to transmit data, and includes unavailability associated with any maintenance activity other than that associated with Normal Maintenance (as defined in Section 5.0).

Components Included

The availability of the following components shall be included in the determination of Network Availability:
All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from any Network Downtime time when calculating Network Availability:
Network Downtime attributable to any actions or omissions of Customer, its agents or Customer's equipment; Provider's Network downtime during Normal Maintenance; Failure of any components that cannot be corrected due to the inaccessibility of Provider's equipment or Provider's personnel at the Customer location or causes beyond the reasonable control of the Provider;
Failure or malfunction of equipment or applications not owned, managed or controlled by Provider.

2.0 SLA Definition For: Latency Service Level Agreement

Provider is committed to maintain an average monthly latency of <10ms ("Average Latency") between the Customer's buildings.

Provider is committed to maintain an average monthly latency of < 75ms ("On-Net Average Latency") between any on-net location on the Provider IP backbone, and an average monthly latency of < 5ms ("Egress Average Latency") between any Provider network border router ("ANBR") and a directly connected egress (hand-off) circuit.

Calculation

Latency is defined as the total amount of time it takes for a packet to traverse from the Customer point of demarcation to the closest egress (hand-off) location on the network. Measurements are processed in two ways: Measurements are taken between all Provider customer aggregation gateways ("ACAG") and ANBRs, and are also taken between all ANBRs and directly connected egress (hand-off) circuits. Measurements will be taken every 5 minutes. The highest 5% of all measurements will be excluded, and an Average Latency calculated for each day, as well as an Average Latency for the calendar month

based on the remaining 95% of measurements for both On-Net Average Latency and Egress Average Latency.

Components Included

All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from the determination of latency under this SLA.

Network Downtime attributable to any actions or omission of Customer, its agents or Customer's equipment; Provider's Network Downtime during Normal Maintenance; The failure of any components that cannot be corrected. due to the inaccessibility of Customer Premises to Provider's personnel at the Customer location or causes beyond the reasonable control of Provider Failure or malfunction of equipment or applications not owned or managed or controlled by Provider.

3.0 SLA Definition For: Service Quality Notification**Service Level Agreement**

Provider is committed to maintain a goal of 60 minutes no greater than 2 hours to inform Customer that a Service interruption has occurred ("Service Quality Notification").

Calculation

If Provider determines that Customer's Services are unavailable, Provider will contact the Customer escalation contact of record via an agreed upon method (e.g., pager, email) within 60 minutes after the Service interruption has occurred.

Components Included

All components of the proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following shall be excluded from this Service Quality Notification SLA.

Network Downtime attributable to any actions or omissions of Customer, its agents or Customer's equipment. Provider's Network Downtime during Normal Maintenance; or Failure or malfunction of equipment or applications not owned, managed or controlled by Provider and listed below

4.0 SLA Definition For: On-Time Installation**Service Level Agreement**

Provider is committed to install all electrical, network connections, and network elements (as applicable) no later than the committed installation date provided to Customer.

Components Included

All components of proposed network as defined in Exhibit A of the Network Services Agreement.

Exceptions

The following events shall void this On-time Installation SLA:

Delay caused by Customer's purchase of network connections through individuals or entities or other than Provider; Failure of Customer to properly install the network and power interface in a functioning manner as of the morning of the installation date; Failure of any components, which cannot be corrected due to the inaccessibility of Customer Premises to Provider's personnel at the Customer location or causes beyond reasonable control of Provider Mutually agreed upon change of committed installation date.

5.0 SLA Definition For: Maintenance Window

Service Level Agreement

Normal maintenance:

"Normal Maintenance" means hardware, software, or capacity upgrades. Normal Maintenance shall be undertaken on a mutually agreeable time. Some degradation of service may be experienced during this time frame. Downtime related to Normal Maintenance shall not be deemed to be Network Downtime. Provider will provide at least 48 hours notice prior to Normal Maintenance activities. If this time frame conflicts with customer activity on a particular date, Provider will make every effort to reschedule the Normal Maintenance activities to a mutually agreed upon date and time.

Urgent Maintenance:

"Urgent Maintenance" means corrective action procedures required to correct network conditions that are likely to cause severe service degradation. Some degradation of service may be experienced during this time frame. Downtime related to Urgent Maintenance shall be deemed Network Downtime.

Provider will make every effort to notify customers of Urgent Maintenance activities as soon as possible – and as covered under the Service Quality Notification service level parameters.

West Allis-West Milwaukee School District Locations

West Allis-West Milwaukee Maintenance Building (9333 W Lincoln Ave, West Allis, WI 53227)

**EXHIBIT C:
ACCEPTANCE / REJECTION NOTICE**

Check one box:

D Acceptance (fill in acceptance statement below)

Pursuant to that certain Network Agreement between City of New Berlin (the "**City**"), and West Allis-West Milwaukee School District ("**Customer**"), dated _____, Customer hereby accepts the Network.

D Network Rejected (fill in reason statement

below) Reason for Rejection:

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

EXHIBIT D:
EQUIPMENT

Technical Specifications

The network is a buried point to point fiber optic network constructed between buildings as designated by the school district. The network will provide a connection directly from City Hall located in the City of New Berlin to the West Allis-West Milwaukee Maintenance Building. The city will provide an Ethernet handoff at each location in the form of a fiber optic to Ethernet transceiver, or other device specified by the school district. All cable will be multi-strand fiber optic cable including runs, laterals and 4 terminations. The network will provide bandwidth limited only by the end point equipment or the fiber optic cable itself. No bandwidth throttling will be employed on this network.

EXHIBIT E: MAINTENANCE

Maintenance of the Network will be completed on a recurring basis and documented. Using industry standard tools/procedures, Provider will inspect 100% of the accessible fiber infrastructure at least annually. Results of these annual inspections will be provided to Customer within 30 days of each inspection. The inspection report will indicate positive inspection results as well as exceptions and recommended remedies.

1.1 CABLE ROUTE SURVEILLANCE

Outside Plant facilities (OSP) are periodically inspected by field personnel. During this periodic inspection the cable route is driven/walked to inspect for discrepancies that may affect cable integrity. Any discrepancies found are documented and repaired as necessary. The following are some of the OSP items that will be inspected:

- Cable route integrity (e.g., erosion)
- Condition of poles, pedestals, risers, lashing wire, route markers and signs
- Clearance of aerial facilities
- Construction activity in the area near the cable

1.2 PLANT LOCATION REQUESTS

All facilities associated with this Agreement are located in states with statewide "one call" agencies for excavators to request and notify utilities of digging in the vicinity of Provider facilities. Provider will subscribe to these services and follow the guidelines and laws applicable to that state including the marking of their facilities within seventy-two (72) hours of receipt of request. Provider will also take action to insure excavator is aware and protect the facility during the excavation as required.

1.3 PLANT RELOCATION REQUESTS

Plant relocation requests will be submitted to the manager of field operations to be reviewed for applicable resolution. Requests should be responded to within ten (10) business days and scheduled as required taking into consideration the scope of work and the urgency of the activity.

EXHIBIT F :
FEES PAYMENT SCHEDULE

\$5,000 due at signing of contract (05/01/2022)
\$5,000 due on 09/01/2022
\$5,000 due on 09/01/2023
\$5,000 due on 09/01/2024
\$5,000 due on 09/01/2025
\$5,000 due on 09/01/2026



ITEM INFORMATION COVER SHEET

ITEM:

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

ATTACHMENTS:

1. RAS RE: EM APPOINTMENT

DEPARTMENT:

COMMUNITY DEVELOPMENT

ITEM INTRODUCED AT:

COMMITTEE OF THE WHOLE, 2/22/22 MEETING

FURTHER REVIEW/ACTION REQUIRED?:

YES, COMMON COUNCIL – CONSENT AGENDA, 2/22/22 MEETING



Department of Community Development

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ www.newberlin.org

REQUESTED ACTION STATEMENT

Date: February 15, 2022
TO: Common Council
FROM: Greg Kessler, Director of Community Development

ISSUE:

Appointment of Jim Burns to the position of Emergency Management Manager.

REQUESTED:

Recommend the Common Council approve the appointment of Jim Burns to the position of Emergency Management Manager.

FISCAL IMPACT: None

RATIONALE:

Per recently adopted Ordinance #2657, *Repealing and Recreating Chapter 24 of the Municipal Code of New Berlin regarding Emergency Management*, the Emergency Manager shall be appointed by the Director of Community Development pending Council approval.

Per § 24-2:

§ 24-2 Appointment and duties of Emergency Management.

A. Appointment. The office of Emergency Management is hereby created as a Division of the Community Development Department. **The Manager shall be appointed by the Director of Community Development pending Council approval** or as approved thru the Budget process. The Manager shall hold office for an indefinite term, subject to removal as provided by law. Other Emergency Management staff may be appointed by the Director of Community Development pending Council approval or as approved thru the Budget process. Emergency Management personnel shall take and file an official oath.

I respectfully request your approval of my appointment of Jim Burns to the EM Manager position, Jim has previously served as our Emergency Management Director.

The EM Manager position is a part-time position which will report directly to me. This change is the result of the Mayor's reorganization of the EM Department in an effort to provide efficiency and cost savings.