



City of New Berlin

Meeting Agenda

Committee of the Whole

New Berlin City Hall
3805 S. Casper Drive
New Berlin, WI 53151

(262) 786-8610
www.NewBerlin.org

Tuesday, December 13, 2022

6:00 PM

Council Chambers

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. November 15, 2022 Committee of the Whole Meeting Minutes

UTILITIES & FINANCE

2. Recommend to Council approval of the November 23, 2022 Water Utility claims in the amount of \$177,438.50, Sewer Utility claims in the amount of \$20,268.49 and General City claims in the amount of \$2,216,190.72
3. Recommend to Council approval of the December 14, 2022 Water Utility claims in the amount of \$569,064.51, Sewer Utility claims in the amount of \$181,015.87 and General City claims in the amount of \$2,485,999.30. WE Energies EFT of \$65,872.41

LICENSES & PERMITS

4. Discussion and possible action to approve the 2023 Rubbish/Garbage Hauler License applications per the list as presented

MISCELLANEOUS

5. DPW Update by Josh Radomski, Director of Public Works
6. Discussion and possible action to approve Resolution No. 22-29, A Resolution transferring funds from Contingency to the Streets Department budget for increased fuel costs
7. Discussion and possible action to approve Ordinance 2664, an Ordinance to create section 124-20 of the Municipal Code of the City of New Berlin concerning reimbursement for ambulance fees
8. Discussion and Possible Action on the Proposed 2023 CIP Budget
9. Discussion and possible action on the proposed TID #3 and TID #5 Capital Borrowings
10. Discussion and possible action to approve a Memorandum of Understanding to amend Section 15.01 of the 2021-2022 Collective Bargaining Agreement between the NBPPA and the City of New Berlin
11. Discussion and possible action to approve the RAS to pre-hire one sworn police officer in January 2023 in anticipation of at least one retirement in 2023
12. Discussion and possible action to approve the RAS regarding the outlined additions/clarifications to the Memorandum of Understanding between the City of New Berlin Police Department and the School District of New Berlin

13. Discussion and possible action regarding the Requested Action Statement from Ald. Stribl directing staff to amend the City's Zoning Code to prohibit short-term rentals as permitted under Section 66.1014 of the Wisconsin Statutes

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

PLEASE NOTE:

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 Committee of the Whole.

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 a possible 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 Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE - MINUTES
Tuesday, November 15, 2022**

Regular Meeting

Council Chambers.

5:30 PM

Please note: Minutes are unofficial until approved by the Committee of the Whole at the next regularly scheduled meeting.

All votes were taken via a voice roll call vote.

2023 BUDGET PUBLIC HEARING

ITEM: Public Hearing on the 2023 Budget (5:30 PM)

Mayor Ament read the rules for the public hearing and called the public hearing to order at 5:30PM.

City Clerk Rubina R. Medina read the Public Hearing Notice.

Mayor Ament asked if there were any citizens in attendance that had questions for clarification. There were none.

Mayor Ament asked if any citizens in attendance wished to speak in favor of the 2023 Budget. There were none.

Mayor Ament asked if any citizen in attendance wished to speak in opposition. Mr. Scott La Fever spoke in opposition.

Mayor Ament asked the Council if they had any questions for clarification and/or comments. There were none.

The Public Hearing adjourned at 5:39PM.

CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 5:39PM.

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk took Roll Call as follows:

Alderspersons Present: Hopkins, Garrigues, Harenda, Horbinski, Kroupa

Aldersperson Excused: Ald. Stribl

Staff Present: Mayor Ament, Finance Director Ralph Chipman, City Attorney Mark Blum, City Clerk Rubina R. Medina

APPROVAL OF MINUTES

ITEM: October 11, 2022 Committee of the Whole Meeting Minutes

MOTION: **Motion to approve the October 11, 2022 Minutes**

VOTE: Motion by: Horbinski
Second by: Kroupa
Motion Passed: 6-0

MOTION: **Motion to approve the October 25, 2022 Minutes**

VOTE: Motion by: Garrigues
Second by: Hopkins
Motion Passed: 6-0

UTILITIES & FINANCE

ITEM: Recommend to Council approval of the November 9, 2022 Water Utility claims in the amount of \$100,529.07, Sewer Utility claims in the amount of \$66,314.99 and General City claims in the amount of \$569,929.37. US Bank EFT of \$21,643.72 and We Energies EFT of \$67,442.12.

VOTE: Motion by: Maxey
Second by: Hopkins
Motion Passed: 6-0

MISCELLANEOUS

ITEM: Discussion and Possible Action to approve the RAS to amend the 2023 Parks Department budget approving the addition of 1 full time Parks and Forestry Worker and to eliminate 2 long term seasonal and 2 summer seasonal positions

MOTION: **Motion to approve the RAS to amend the 2023 Parks Department budget approving the addition of 1 full time Parks and Forestry Worker and to eliminate 2 long term seasonal and 2 summer seasonal positions**

VOTE: Motion by: Garrigues
Second by: Horbinski
Motion Passed: 6-0

ITEM: Discussion and Possible Action on the Proposed 2023 Operating Budget

MOTION: **Motion to approve the Proposed 2023 Operating Budget**

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

ITEM: Discussion and Possible Action on the Proposed 2023 CIP Budget

No Action

ITEM: Discussion and Possible Action on the Proposed TID #3 and TID #5 Capital Borrowings

No Action

ITEM: Requested Action Statement for approval of the contract with Toepfer Security Corporation for the New Berlin Activity & Recreation Center Phase 2

MOTION: **Motion to approve the RAS.**

VOTE: Motion by: Horbinski
Second by: Garrigues
Motion Passed: 6-0

ITEM: Discussion and Possible Action to approve Resolution No. 22-27, A Resolution to approve the Waukesha County Drug Task Force Memorandum of Understanding

MOTION: **Motion to approve Resolution No. 22-27**

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

ITEM: Discussion and Possible Action to approve Resolution 22-28, A Resolution to amend the 2021 CIP Budget Transfer of funds from DPW Cold Storage to New Berlin Activity & Recreation Center Phase I

MOTION: **Motion to approve Resolution 22-28.**

VOTE: Motion by: Kroupa
Second by: Horbinski
Motion Passed: 6-0

ITEM: Discussion & possible action on Intergovernmental Agreement between the City of New Berlin and Waukesha County

MOTION: **Discussion to approve the Intergovernmental Agreement between the City of New Berlin and Waukesha County**

VOTE: Motion by: Horbinski
Second by: Hopkins
Motion Passed: 6-0

ITEM: Recommend to Council approve the 2023 City Clerk & Community Relations Department Fee List as presented

MOTION: **Motion to approve the 2023 City Clerk & Community Relations Department Fee List as presented.**

VOTE: Motion by: Hopkins
Second by: Maxey
Motion Passed: 6-0

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

**Motion by Kroupa to adjourn at 6:07PM. Motion Seconded by Horbinski.
Motion Passed 6-0.**

Respectfully Submitted,

Rubina R. Medina, City Clerk

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlin.org



Total License Fees Due: _____
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: _____ Residential _____ Commercial X Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 11 Total License Fee \$ 325

♦ Applicant Information – Please print legibly

Name of Company JOHNS DISPOSAL SERVICE, INC

Business Address of Company 7311 OMEGA CIR, FRANKSVILLE, WI, 53126

Company Website WWW.JOHNSDISPOSAL.COM

Type of Organization: Individual _____ Partnership _____ Corporation X

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) 1) BRIAN JONGETJES - W6957 SAVANNAH LN, DELAVAN WI 53115, BJJC@JOHNSDISPOSAL.COM, (262) 903-0529, 262-473-4700 x201
2) RON JONGETJES - W5632 AMOS RD, ELKHORN, WI, 53121, (262) 903-1119, (262) 473-4700 x225

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) GARBAGE TRUCKS

Address of place where vehicles are stored when not in use: 7311 OMEGA CIR, FRANKSVILLE, WI, 53126;
107 CO RD N, WHITEWATER WI 53190, 20820 GUMINARD, BROOKFIELD WI 53072
Phone Number for Resident questions/comments (262) 473-4700

♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature [Signature] Date 12/2/22

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s) Issued _____ inclusive



City of New Berlin

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

www.newberlin.org

approved for \$325.00
sm [signature] 12/2/22

November 23, 2022

Dear License Applicant:

Your current license to collect and transport garbage, rubbish and/or waste material in the City of New Berlin expires on December 31st, 2022. Enclosed with this letter is a renewal application if you will be needing a license for the 2023 year.

Please return the application along with the necessary fees to my attention no later than December 8, 2022. Your application will go before the Common Council for approval on December 13, 2022. When calculating fees, please keep in mind that the license fee is \$75 per year for one collection vehicle and \$25 per each additional collection vehicle.

Should you have any questions please feel free to contact me directly at 262-754-1844 or via email at mgodshall@newberlinwi.gov

Sincerely,

Megan Godshall

Megan Godshall
Deputy City Clerk

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlin.org



Total License Fees Due: _____
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: _____ Residential _____ ☒ Commercial _____ Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 24 Total License Fee \$ 675.00

♦ Applicant Information – Please print legibly

Name of Company Eagle Disposal Inc

Business Address of Company 21107 Omega Circle Franksville, WI 53126

Company Website eagledisposalinc.com

Type of Organization: Individual _____ Partnership _____ Corporation ☒

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) _____

William Katzman Jr. 262-895-4800

Jessica DeNomie 262-895-4800

Justin Springer 262-895-4800

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) _____

Address of place where vehicles are stored when not in use: 21107 Omega Circle Franksville, WI 53126

Phone Number for Resident questions/comments 262-895-4800

♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature Sydney DeNomie Thorson Date 12/06/2022

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s) Issued _____ inclusive

New Berlin Permit List

217 PB7979	2017	Mack	1M2AV04C3HM014971	MRU613
218 PB7978	2017	Mack	1M2AV04C5HM014972	MRU613
220 PB8919	2017	Mack	1M2AV04C5HM017368	MRU613
221 PB8794	2017	Mack	1M2AV04C3HM017367	MRU613
225 PB9372	2019	Mack	1M2TE2GC3KM001094	TE64
227 PB6737	2007	Mack	1M2K189C07M036464	600
230 QB18254	2021	Mack	1M2TE2GC3MM005262	TE64
231 QB18256	2021	Mack	1M2TE2GC5MM005263	TE64
288 QB16182	2015	Mack	1M2AV04C8FM011948	MRU613
410 QB16184	2016	Kenworth	1NKZX4TX4GJ465466	T880
411 QB16185	2016	Kenworth	1NXZX4TX2GJ465465	T880
415 PB7757	2015	Kenworth	1NKZX4EX5FJ419348	T880
416 PB8792	2017	Kenworth	1NKZX4TX6HJ120232	T880
417 PB8791	2017	Kenworth	1NKZX4TX8HJ120233	T880
418 QB14959	2016	Kenworth	1NKZX4EX0GJ465056	T880
419 PB8991	2017	Kenworth	1NKZX4TX9HJ120239	T880
420 QB16959	2017	Kenworth	1NKZX4TX7HJ120255	T880
421 PB9373	2019	Kenworth	1NKZX4TX1KJ216762	T880
422 PB9446	2020	Kenworth	1NKZX4TX8LJ298054	T880
423 PB9799	2020	Kenworth	1NKZX4TX4LJ298049	T880
424 PWL4996	2022	Mack	1M2GR4GC1NM029644	Granite
425 PWL1747	2022	Mack	1M2GR4GCXNM029643	Granite
426 PB8839	2003	Mack	1M2P267C23M065243	427
429 PB9454	2003	Mack	1M2P267C03M066570	429



Department of Public Works Summary

JOSH RADOMSKI, DIRECTOR OF PUBLIC WORKS

DPW – Streets Responsibilities

- ▶ 630 Lane Miles of Roadway and 459 Cul-De-Sacs
 - ▶ Plowing, asphalt patching, curb repair, stormwater repairs, culvert replacements, street sweeping, animal and debris pickup
- ▶ Maintain traffic signs, signals and lights
 - ▶ 6,100+ signs, 4 traffic signal intersections, 400+ Decorative Street Lights, 6 pedestrian flashing signals and black and white corner posts
- ▶ Vehicle Maintenance
 - ▶ Maintain and repair 300+ pieces of equipment including Utility, PD, Fire, and all DPW equipment. Also build various small truck equipment to save on new equipment costs. Provide fuel for all City vehicles.
- ▶ Recycling Center
 - ▶ Provide residents with disposal options for metal, cardboard, used oil, yard debris and leaves.

DPW – Parks

- ▶ Maintains 17 Parks and Grounds for 13 City Facilities totaling over 400 acres of land.
 - ▶ Turf and Athletic Field Maintenance, Special events, tournaments, landscape beds, weed control, park shelters, cleaning/maintaining park bathrooms, playground maintenance, playground safety inspections, snow removal.
- ▶ 4th of July Festival
 - ▶ Setup and takedown of festival grounds, cleaning and garbage removal during event
- ▶ Forestry Operations
 - ▶ Removal of dead or diseased trees within the Right of Way and Park system – priority on removal of trees threatening the public, tree trimming, tree planting

DPW – Building Maintenance

- ▶ Maintain 16 buildings comprising of over 280,000 square feet of floor space.
- ▶ Conduct daily building checks of the HVAC, Electrical and Plumbing Systems.
- ▶ Preventative Maintenance on building systems
- ▶ Work with outside contractors to complete more technical or larger projects
- ▶ Respond to work requests for different buildings
- ▶ Assist with special event setup and takedown
- ▶ COOP Unit Leaders

2022 Major Projects

City Hall Generator Replacement



2022 Major Projects

Paddock Parkway Endwall Repair



2022 Major Projects

Historical Museum Gazebo



2022 Major Projects

Historical Museum Carriage Barn



2022 Major Projects

Veteran's Memorial Concrete



2022 Major Projects - Calhoun Road Concrete Invert



Interdepartmental Coordination

- ▶ Given the combination of Parks, Buildings and Grounds with the Streets Department under the DPW umbrella, we have been able to coordinate the following items to increase efficiencies and lower costs:
 - ▶ Forestry Operations
 - ▶ Building and Grounds projects
 - ▶ Snow Plow Operations
 - ▶ Mowing Operations
 - ▶ Building Maintenance and Upgrades
 - ▶ Many other miscellaneous activities

Aiding other Departments

- ▶ Provided final topsoil and seed for the following projects:
 - ▶ Lion's Park
 - ▶ Cold Storage Facility
 - ▶ Wall Removal at Rec Center
- ▶ Replaced curb and gutter and storm water basins on Paddock Parkway
- ▶ Provide asphalt crew to aid with water and sanitary repairs
- ▶ Provide election support
- ▶ Provide fleet maintenance for Utility, City Hall, Police and Fire

2023 Goals

- ▶ Continue to foster an environment which allows for cross training between positions and departments to provide more operational efficiencies.
- ▶ Upgrade facilities to improve energy efficiencies as budget allows.
- ▶ Train our younger staff so that they can learn a variety of different jobs and equipment.
- ▶ Continue to remove the dead ash trees that are a result of the Emerald Ash Borer. This will require a significant amount of staff time over the next several years before all potentially dangerous trees can be removed.



REQUESTED ACTION STATEMENT

DATE: December 7, 2022

TO: Mayor
Common Council

FROM: Josh Radomski – Director of Public Works

ISSUE: Resolution Number 22-29: A Resolution Transferring Funds from Contingency to the Streets Department Budget for Increased Fuel Costs

REQUESTED:

Recommend Council to approve Resolution Number 22-29 A Resolution Transferring Funds from Contingency to the Streets Department Budget for Increased Fuel Costs to transfer \$200,000 from 156000000-56120 Contingency to 15620000-54190 Streets – Gas & Oil.

FISCAL IMPACT:

The Streets – Gas and Oil account is in need of transferring \$200,000 from contingency to cover increased fuel costs for the City operations that have been incurred due to the high fuel prices for much of the year.

RATIONALE:

The New Berlin Streets Department purchases fuel for all City operations out of the Streets – Gas and Oil account. Due to the increased fuel prices that the nation experienced this year, the cost to provide fuel to city vehicles has increased dramatically above the budgeted amounts. Transferring this money is necessary for the Streets Department to meet our budget requirements.

RESOLUTION NUMBER 22-29**A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE STREETS
DEPARTMENT BUDGET FOR INCREASED FUEL COSTS**

WHEREAS, the streets department purchases gas & oil for all city operations. The price of gasoline & diesel fuel spiked high above the amount budgeted early in the year. Conservation measures were put in place and the cost overruns were monitored through-out the year. Streets waited until prices stabilized to get a better estimate of the budget transfer needed to cover the shortfall.

WHEREAS, it was determined that \$200,000 is the amount needed to cover the large increase in gas prices

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that funds be transferred as follows:

TRANSFER FROM

156000000-56120	CONTINGENCY	\$200,000
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TRANSFER TO

15620000-54190	STREETS – GAS & OIL	\$200,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 13th day of December 2022.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk

ORDINANCE NO. 2664

**ORDINANCE TO CREATE SECTION 124-20 OF THE
MUNICIPAL CODE OF THE CITY OF NEW BERLIN
CONCERNING REIMBURSEMENT FOR AMBULANCE FEES**

The Common Council of the City of New Berlin do ordain as follows:

Section 124-20 of the Municipal Code of the City of New Berlin is hereby amended as follows:

SECTION I

Section 124-20, A, shall be modified to \$1,000.00 for the conveyance of residents and \$1,200.00 for the conveyance of non-residents for all basic, life-support conveyances.

SECTION II

Section 124-20, B, shall be modified to provide that a base charge for paramedic conveyances shall be \$1,250.00 for residents and \$1,450.00 for non-residents.

SECTION III

Section 124-20, C, shall be modified to provide that the base charge for the conveyance of residents for critical care shall be increased to \$1,500.00 and the base charge of \$1,800.00 for non-residents.

SECTION IV

Section 124-20, D, shall be modified to provide that in addition to the base fee a charge of \$24.00 per loaded mile will be assessed for all transports.

SECTION V

Section 124-20, E, shall be modified to provide that a base charge of \$500.00 shall be assessed where aid is rendered and requires advance treatment for all non-transport calls.

SECTION VI

The modifications being made to Section 124-20, A through F, shall be effective January 1, 2023.

SECTION VII

Section 124-20, H, is hereby created to read as follows: The charges assessed pursuant to Section 124-20, A through E, shall each be increased by the sum of \$50.00 effective January 1, 2024 and by an additional \$50.00 effective January 1, 2025.

SECTION VIII

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IX

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION X

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this _____ day of _____, 2022.

APPROVED:

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk

12/09/22

**CITY OF NEW BERLIN
CAPITAL IMPROVEMENT BUDGET
2023**

	2021 BUDGET	2022 BUDGET	2022 6 MONTHS	2023 DEPARTMENT PROPOSED	2023 MAYOR PROPOSED	2023 ADOPTED
GENERAL GOVERNMENT	925,000	860,000	907	2,335,000	1,945,000	-
PUBLIC SAFETY	743,902	305,000	-	275,000	200,000	-
WAUKESHA WATER	666,667	666,666	-	666,667	666,667	-
PARKS & RECREATION	160,000	325,000	-	240,000	180,000	-
PUBLIC WORKS & COMMUNITY DEVELOPMENT	11,523,295	6,515,000	87,046	11,318,000	6,980,000	-
LIBRARY	-	-	-	-	-	-
Sub-total	14,018,864	8,671,666	87,953	14,834,667	9,971,667	-
ACTIVITY & RECREATION CENTER	5,100,000	13,999,738	-	-	-	-
Grand Total	<u>19,118,864</u>	<u>22,671,404</u>	<u>87,953</u>	<u>14,834,667</u>	<u>9,971,667</u>	<u>-</u>

BREAKDOWN OF TOTAL BORROWING:

**WAUKESHA WATER IGA - SEWER ADVANCE
ANNUAL CAPITAL PROJECTS - DEBT ISSUE**

**666,667
9,305,000
9,971,667**

FUNDING SOURCE:

TAX LEVY

**9,971,667
9,971,667**

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>GENERAL GOVERNMENT</u>							
BUILDINGS & GROUNDS	<u>2,335,000</u>	<u>1,945,000</u>	<u>1,660,000</u>	<u>635,000</u>	<u>120,000</u>	<u>400,000</u>	<u>4,760,000</u>
TOTAL	2,335,000	1,945,000	1,660,000	635,000	120,000	400,000	4,760,000
 <u>PUBLIC SAFETY</u>							
FIRE DEPARTMENT	<u>275,000</u>	<u>200,000</u>	<u>350,000</u>	<u>880,000</u>	<u>385,000</u>	<u>968,000</u>	<u>2,783,000</u>
TOTAL	275,000	200,000	350,000	880,000	385,000	968,000	2,783,000
 WAUKESHA WATER UTILITY IGA	666,667	666,667	-	-	-	-	666,667
 PARKS	240,000	180,000	170,000	70,000	70,000	200,000	690,000
 <u>PUBLIC WORKS & COMMUNITY DEVELOPMENT</u>							
STREETS - EQUIPMENT	1,535,000	540,000	1,718,000	933,000	898,000	923,000	5,012,000
ENGINEERING - STREETS	5,040,000	5,040,000	3,450,000	4,691,000	8,350,000	9,300,000	30,831,000
ENGINEERING - IMPROVEMENTS	843,000	175,000	1,143,000	565,000	314,000	175,000	2,372,000
COMMUNITY DEVELOPMENT	<u>3,900,000</u>	<u>1,225,000</u>	<u>3,880,000</u>	<u>4,265,000</u>	<u>2,260,000</u>	<u>11,620,000</u>	<u>23,250,000</u>
TOTAL	11,318,000	6,980,000	10,191,000	10,454,000	11,822,000	22,018,000	61,465,000
 TOTAL	<u>14,834,667</u>	<u>9,971,667</u>	<u>12,371,000</u>	<u>12,039,000</u>	<u>12,397,000</u>	<u>23,586,000</u>	<u>70,364,667</u>

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023- 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>BUILDINGS & GROUNDS</u>							
	-	-	-	100,000		-	100,000
7 CHILLER/CONDENSOR - LIBRARY	450,000	-	450,000	-	-	-	450,000
6 MANUAL TRANSFER SWITCH - LIBRARY	75,000	75,000	-	-	-	-	75,000
CARPET REPLACEMENT - LIBRARY	-	-	-	160,000	-	-	160,000
GENERATOR - LIBRARY	-	-	-	-	-	400,000	400,000
3 ROOF REPLACEMENT - SAFETY BUILDING	1,120,000	1,120,000	-	-	-	-	1,120,000
GENERATOR - SAFETY BUILDING	-	-	650,000	-	-	-	650,000
5 FAÇADE IMPROVEMENTS - SAFETY BUILDING	125,000	125,000	-	-	-	-	125,000
4 ROOF REPLACEMENT - FIRE STATION #1	415,000	415,000	-	-	-	-	415,000
MAKE UP AIR UNIT - FS #1	-	-	125,000	-	-	-	125,000
INFRARED HEATER - FIRE STATION #1	-	-	-	-	120,000	-	120,000
ROOF REPLACEMENT - FIRE STATION #2	-	-	-	175,000	-	-	175,000
1 BOX TRUCK - MAINT TECH	90,000	90,000	60,000	-	-	-	150,000
2 PICK UP TRUCK - FACILITIES SUPERVISOR	60,000	60,000	-	-	-	-	60,000
4 ROOF TOP UNITS-COMMUNITY CENTER	-	-	175,000	-	-	-	175,000
ROOF-COMMUNITY CENTER	-	-	200,000	-	-	-	200,000
FOUNDATION - SAFETY BUILDING	-	60,000	-	-	-	-	60,000
ROOF REPLACEMENT - GOLF COURSE	-	-	-	200,000	-	-	200,000
TOTAL	2,335,000	1,945,000	1,660,000	635,000	120,000	400,000	4,760,000
<u>PARKS</u>							
16' ROTARY MOWER	-	-	-	-	-	130,000	130,000
3 1 TON DUMP TRUCK	60,000	-	60,000	70,000	70,000	70,000	270,000
PICK-UP TRUCK	-	-	50,000	-	-	-	50,000
1 BOX VAN	90,000	90,000	-	-	-	-	90,000
TOOL CAT	-	-	60,000	-	-	-	60,000
2 MINI - LOADER	90,000	90,000	-	-	-	-	90,000
TOTAL	240,000	180,000	170,000	70,000	70,000	200,000	690,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>STREETS - EQUIPMENT</u>							
2 PLOW TRUCK	245,000	245,000	538,000	558,000	578,000	598,000	2,517,000
ONE TON TRUCK	-	-	85,000	-	95,000	-	180,000
1 FRONT END LOADER	295,000	295,000	-	-	-	325,000	620,000
3 TUB GRINDER	925,000	-	925,000	-	-	-	925,000
SKIDSTER	-	-	100,000	-	-	-	100,000
4 FORKLIFT	70,000	-	70,000	-	-	-	70,000
RUBBER TIRE EXCAVATOR	-	-	-	375,000	-	-	375,000
BRINE SYSTEM	-	-	-	-	225,000	-	225,000
TOTAL	1,535,000	540,000	1,718,000	933,000	898,000	923,000	5,012,000
WAUKESHA WATER UTILITY IGA	666,667	666,667	-	-	-	-	666,667
<u>ENGINEERING - STREETS</u>							
ROADWAY REHABILITATION	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	15,000,000
SMALL ROAD - College to Westridge	1,600,000	1,600,000	-	-	-	-	1,600,000
SUNNY SLOPE - Grange to College	-	-	350,000	250,000	3,500,000	-	4,100,000
GRANGE AVE - Moorland to 124th	-	-	-	441,000	630,000	6,300,000	7,371,000
124th STREET - Lincoln to Greenfield	-	-	-	-	1,200,000	-	1,200,000
MOORLAND ROAD IMPROVEMENTS	440,000	440,000	100,000	1,000,000	20,000	-	1,560,000
TOTAL	5,040,000	5,040,000	3,450,000	4,691,000	8,350,000	9,300,000	30,831,000
<u>ENGINEERING - IMPROVEMENTS</u>							
LIGHTING - National Ave	175,000	175,000	175,000	175,000	175,000	175,000	875,000
PARKING LOTS - Public Safety Bldg	668,000	-	668,000	-	-	-	668,000
PARKING LOTS - Malone Park Gazebo	-	-	250,000	-	-	-	250,000
PARKING LOTS - Valley View Park	-	-	-	390,000	-	-	390,000
PARKING LOTS - Calhoun Park	-	-	-	-	89,000	-	89,000
SIDEWALK IMPROVEMENTS	-	-	50,000	-	50,000	-	100,000
TOTAL	843,000	175,000	1,143,000	565,000	314,000	175,000	2,372,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

	Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>							
PARK STRUCTURES & TRAIL - MALONE PARK	2,550,000	-	2,550,000	550,000	-	-	3,100,000
PLAYGROUND - BUENA PARK	25,000	25,000	200,000	-	-	-	225,000
PLAYGROUND - MAPLE RIDGE PARK	25,000	25,000	200,000	-	-	-	225,000
PARK STRUCTURES & TRAIL - CALHOUN PARK	-	-	90,000	900,000	-	-	990,000
PARK STRUCTURES & TRAIL - GATEWOOD PARK	-	-	15,000	150,000	-	-	165,000
PLAYGROUND, PARK STRUCTURES & TRAIL - VALLEY VIEW PARK	-	-	-	90,000	900,000	-	990,000
PARK DEVELOPMENT - SECTION 35 - Phase 2	-	-	-	2,000,000	800,000	11,000,000	13,800,000
PARK STRUCTURES, BASKETBALL & TRAIL - LIONS PAR	-	-	-	-	-	20,000	20,000
PARKS - Prohealth Care, Regal, High Grove Park	-	-	-	-	60,000	600,000	660,000
LIGHTING - MALONE PARK	1,000,000	1,000,000	700,000	525,000	-	-	2,225,000
PARK SHELTER MAINTENANCE	125,000	-	125,000	50,000	-	-	175,000
STRATEGIC PLAN - DPW campus, Hickory Grove	175,000	175,000	-	-	-	-	175,000
HICKORY GROVE - Demo Building	-	-	-	-	500,000	-	500,000
TOTAL	3,900,000	1,225,000	3,880,000	4,265,000	2,260,000	11,620,000	23,250,000
<u>FIRE DEPARTMENT</u>							
AMBULANCE	-	-	350,000	-	385,000	-	735,000
DIGITAL STATION ALERTING	275,000	200,000	-	-	-	-	200,000
ENGINE	-	-	-	880,000	-	968,000	1,848,000
TOTAL	275,000	200,000	350,000	880,000	385,000	968,000	2,783,000

CITY OF NEW BERLIN
TIF #3 & #5 YEAR CAPITAL IMPROVEMENT PROGRAM
2023 - 2027

		Department Requested 2023	Mayor 2023	2024	2025	2026	2027	TOTAL
TID #3	SMALL ROAD - College to Westridge	3,700,000	3,700,000	-	-	-	-	3,700,000
TID #5	LINCOLN AVE - Calhoun to Springdale Rd	6,150,000	6,150,000	-	-	-	-	6,150,000

1187500

	FUNDING SOURCE							
BONDING	COUNTY	TIF #5	Tif #3	HSIP	SEWER	IMPACT	PS&OS	GOLF

		-	
		-	
-		-	-
75,000		75,000	-
		-	-
		-	-
1,120,000		1,120,000	-
		-	-
125,000		125,000	-
415,000		415,000	-
		-	-
		-	-
		-	-
90,000		90,000	-
60,000		60,000	-
		-	-
		-	-
60,000			
		-	-
		-	
		-	
		-	-
		-	-
-		-	-
		-	-
90,000		90,000	-
		-	-
90,000		90,000	-
		-	
		-	
		-	-
		-	-

[illegible]

[illegible]

BUILDINGS & GROUNDS

04251300	61514	C2022	GENERATOR - FIRE STATION #4	130,000
04251300	61413	C2022	FOUNDATION - SAFETY BUILDING	75,000
04251300	61510	C2022	ARCHITECTURAL REPAIRS - CITY HALL	300,000
04251300	61516	C2022	3 ROOF TOP UNITS-PARKS	55,000
04251300	61411	C2022	DOOR ACCESS SYSTEMS	300,000

PARKS

04059100	61221	C2022	16' ROTARY MOWER	125,000
04059100	61213	C2022	1 TON DUMP TRUCK	65,000
04059100	61131	C2022	STUMP GRINDER	60,000

STREETS - EQUIPMENT

04056200	61200	C2022	PLOW TRUCK	220,000
04056200	61219	C2022	ASPHALT TRUCK	75,000
04056200	61226	C2022	TRI-AXLE DUMP TRUCK	180,000

04252900	61130	C2022	ACTIVITY & RECREATION CENTER	11,470,000
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04050500	68000	C2022	WAUKESHA WATER UTILITY IGA	666,666
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ENGINEERING - STREETS

04251100	59040	C2022	ROADWAY REHABILITATION	2,000,000
04251100	63027	C2022	CASPER Drive	500,000
04251100	63025	C2022	SMALL ROAD - College to Westridge	250,000
04251100	63014	C2022	LINCOLN AVE - Calhoun to Springdale Rd	400,000
04251100	63019	C2022	COFFEE RD - Resurfacing	580,000
04251100	63029	C2022	MOORLAND ROAD IMPROVEMENTS	30,000

ENGINEERING - IMPROVEMENTS

04251100	63700	C2022	SIDEPATH & LIGHTS - Moorland Rd	
04251100	63600	C2022	LIGHTING & IMPROVEMENTS National & M	150,000
04251100	61112	C2022	PARKING LOTS	295,000
04251100	63601	C2022	SIDEWALK IMPROVEMENTS	50,000

DEPARTMENT OF COMMUNITY DEVELOPMENT

04252900	61131	C2022	PARK STRUCTURES & TRAIL - BUENA PA	960,000
04252900	61118	C2022	PARK STRUCTURES & TRAIL - MALONE F	250,000
04252900	61127	C2022	LIGHTING - MALONE PARK	475,000
04252900	61132	C2022	PARK SHELTER MAINTENANCE	100,000

FIRE DEPARTMENT

04052300	61304	C2022	AMBULANCE	305,000
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04050500	60000	C2022	BOND EXPENSE	
04010600	47000	C2022	INTEREST EARNED	
04011800	49505	C2022	BOND PROCEEDS	

October 20, 2022

Preliminary TID #3 & TID #5 Cash Flow Projections

City of New Berlin, WI



Prepared by:

Ehlers
N21W23350 Ridgeview
Parkway West, Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

City of New Berlin, Wisconsin

Tax Increment District # 3

Development Assumptions

Construction Year		Actual	Annual Total	Construction Year	
1	2018	13,171,800	13,171,800	2018	1
2	2019	11,038,100	11,038,100	2019	2
3	2020	12,420,400	12,420,400	2020	3
4	2021	13,244,500	13,244,500	2021	4
5	2022		0	2022	5
6	2023		0	2023	6
7	2024		0	2024	7
8	2025		0	2025	8
9	2026		0	2026	9
10	2027		0	2027	10
11	2028		0	2028	11
12	2029		0	2029	12
13	2030		0	2030	13
14	2031		0	2031	14
15	2032		0	2032	15
16	2033		0	2033	16
17	2034		0	2034	17
18	2035		0	2035	18
19	2036		0	2036	19
20	2037		0	2037	20
Totals		<u>49,874,800</u>	<u>49,874,800</u>		

Notes:

City of New Berlin, Wisconsin

Tax Increment District # 3

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	729,000
District Creation Date	February 13, 2018	Appreciation Factor	
Valuation Date	Jan 1, 2018		
Max Life (Years)	20	Rate Adjustment Factor (5 years)	-1.00%
Expenditure Period/Termination	15 2/13/2033		
Revenue Periods/Final Year	20 2039		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Recipient District	No	Taxable Discount Rate	N/A

Construction	Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	13,171,800	2019		13,171,800	2020	\$16.20	213,414
2	2019	11,038,100	2020		24,209,900	2021	\$15.42	373,258
3	2020	12,420,400	2021		36,630,300	2022	\$14.33	524,788
4	2021	13,244,500	2022		49,874,800	2023	\$14.18	707,392
5	2022	0	2023	0	49,874,800	2024	\$14.04	700,318
6	2023	0	2024	0	49,874,800	2025	\$13.90	693,315
7	2024	0	2025	0	49,874,800	2026	\$13.76	686,382
8	2025	0	2026	0	49,874,800	2027	\$13.62	679,518
9	2026	0	2027	0	49,874,800	2028	\$13.62	679,518
10	2027	0	2028	0	49,874,800	2029	\$13.62	679,518
11	2028	0	2029	0	49,874,800	2030	\$13.62	679,518
12	2029	0	2030	0	49,874,800	2031	\$13.62	679,518
13	2030	0	2031	0	49,874,800	2032	\$13.62	679,518
14	2031	0	2032	0	49,874,800	2033	\$13.62	679,518
15	2032	0	2033	0	49,874,800	2034	\$13.62	679,518
16	2033	0	2034	0	49,874,800	2035	\$13.62	679,518
17	2034	0	2035	0	49,874,800	2036	\$13.62	679,518
18	2035	0	2036	0	49,874,800	2037	\$13.62	679,518
19	2036	0	2037	0	49,874,800	2038	\$13.62	679,518
20	2037	0	2038	0	49,874,800	2039	\$13.62	679,518
Totals		49,874,800		0		Future Value of Increment		12,732,602

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of New Berlin, Wisconsin

Tax Increment District # 3

Cash Flow Projection

Year	Projected Revenues						Expenditures										Balances			Year		
	Tax Increments	Special Assessments	Investment Income	Debt Proceeds	Misc.	Total Revenues	G.O. Notes, Series 2018 \$1,215,000		G.O. Notes, Series 2020 \$505,000		Prop. G.O. Notes, Series 2023 \$3,560,000			Total Expenditures	Annual	Cumulative	Principal Outstanding					
							Dated Date: 09/20/18 Principal (6/1)	Interest	Dated Date: 07/15/20 Principal (6/1)	Interest	Dated Date: 06/01/23 Principal	Est. Rate	Interest					General Gov.	Capital Outlay		Transfer Out	Fiscal Charges
2017		1,247	143			1,390								9,535		355		9,890	(8,500)	(8,500)		2017
2018		1,248	6,722	1,215,000		1,222,970								9,782	959,063	337	8,736	977,918	245,052	236,552	1,215,000	2018
2019			4,505			4,505		39,673						4,182	237,579			281,434	(276,929)	(40,377)	1,215,000	2019
2020	213,414		1,021	505,000		719,435		33,138						18,150	93,485			144,773	574,663	534,286	1,720,000	2020
2021	373,258		2,402		15,500	391,160		33,138	45,000	12,125				1,236	679,984			771,482	(380,322)	153,963	1,675,000	2021
2022	524,788					524,788	160,000	31,338	50,000	7,190				7,500	250,000			506,028	18,761	172,724	1,465,000	2022
2023	707,392			3,560,000		4,267,392	165,000	27,475	50,000	5,940				7,500	3,495,000		65,000	3,815,917	451,477	624,201	4,810,000	2023
2024	700,318					700,318	170,000	23,288	50,000	4,940		267,000		7,500				522,728	177,591	801,792	4,590,000	2024
2025	693,315					693,315	175,000	18,756	50,000	3,940		178,000		7,500	1,000,000			1,433,196	(739,881)	61,911	4,365,000	2025
2026	686,382					686,382	180,000	13,650	30,000	2,990	250,000	5.00%	171,750	7,500				655,890	30,492	92,402	3,905,000	2026
2027	679,518					679,518	180,000	8,250	50,000	2,290	275,000	5.00%	158,625	7,500				681,665	(2,147)	90,255	3,400,000	2027
2028	679,518					679,518	185,000	2,775	55,000	1,738	300,000	5.00%	144,250	7,500				696,263	(16,745)	73,510	2,860,000	2028
2029	679,518					679,518			65,000	1,078	450,000	5.00%	125,500	7,500				649,078	30,440	103,951	2,345,000	2029
2030	679,518					679,518			60,000	360	500,000	5.00%	101,750	7,500				669,610	9,908	113,859	1,785,000	2030
2031	679,518					679,518					550,000	5.00%	75,500	7,500				633,000	46,518	160,377	1,235,000	2031
2032	679,518					679,518					600,000	5.00%	46,750	7,500				654,250	25,268	185,645	635,000	2032
2033	679,518					679,518					635,000	5.00%	15,875	7,500				658,375	21,143	206,788	0	2033
2034	679,518					679,518								7,500				7,500	672,018	878,806	0	2034
2035	679,518					679,518								7,500				7,500	672,018	1,550,824	0	2035
2036	679,518					679,518								7,500				7,500	672,018	2,222,842	0	2036
2037	679,518					679,518								7,500				7,500	672,018	2,894,860	0	2037
2038	679,518					679,518								7,500				7,500	672,018	3,566,878	0	2038
2039	679,518					679,518								7,500				7,500	672,018	4,238,896	0	2039
Total	12,732,602	2,495	14,793	5,280,000	15,500	18,045,390	1,215,000	231,479	505,000	42,590	3,560,000		1,285,000	177,885	6,715,111	692	73,736	13,806,494				Total

Notes:

Projected TID Closure if no other project costs are financed

City of New Berlin, WI

Tax Increment District #5

Development Assumptions

Construction Year		ABB	Annual Total	Construction Year	
1	2022	5,500,000	5,500,000	2022	1
2	2023	27,500,000	27,500,000	2023	2
3	2024	22,000,000	22,000,000	2024	3
4	2025		0	2025	4
5	2026		0	2026	5
6	2027		0	2027	6
7	2028		0	2028	7
8	2029		0	2029	8
9	2030		0	2030	9
10	2031		0	2031	10
11	2032		0	2032	11
12	2033		0	2033	12
13	2034		0	2034	13
14	2035		0	2035	14
15	2036		0	2036	15
16	2037		0	2037	16
17	2038		0	2038	17
18	2039		0	2039	18
19	2040		0	2040	19
20	2041		0	2041	20
Totals		<u>55,000,000</u>	<u>55,000,000</u>		

Notes:

1. 10% constructed in 2022; 50% constructed in 2023, 40% constructed in 2024.

City of New Berlin, WI

Tax Increment District #5

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	1,213,470
District Creation Date	January 11, 2022	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2022		
Max Life (Years)	20	Rate Adjustment Factor (3 years)	-1.00%
Expenditure Period/Termination	15 1/11/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Eligible Recipient District	No	Taxable Discount Rate	N/A

Construction	Year	Value Added	Valuation Year	Inflation	Total	Revenue Year	Tax Rate	Tax Increment
				Increment	Increment			
1	2022	5,500,000	2023	0	5,500,000	2024	\$13.90	76,450
2	2023	27,500,000	2024	0	33,000,000	2025	\$13.76	454,113
3	2024	22,000,000	2025	0	55,000,000	2026	\$13.62	749,286
4	2025	0	2026	0	55,000,000	2027	\$13.62	749,286
5	2026	0	2027	0	55,000,000	2028	\$13.62	749,286
6	2027	0	2028	0	55,000,000	2029	\$13.62	749,286
7	2028	0	2029	0	55,000,000	2030	\$13.62	749,286
8	2029	0	2030	0	55,000,000	2031	\$13.62	749,286
9	2030	0	2031	0	55,000,000	2032	\$13.62	749,286
10	2031	0	2032	0	55,000,000	2033	\$13.62	749,286
11	2032	0	2033	0	55,000,000	2034	\$13.62	749,286
12	2033	0	2034	0	55,000,000	2035	\$13.62	749,286
13	2034	0	2035	0	55,000,000	2036	\$13.62	749,286
14	2035	0	2036	0	55,000,000	2037	\$13.62	749,286
15	2036	0	2037	0	55,000,000	2038	\$13.62	749,286
16	2037	0	2038	0	55,000,000	2039	\$13.62	749,286
17	2038	0	2039	0	55,000,000	2040	\$13.62	749,286
18	2039	0	2040	0	55,000,000	2041	\$13.62	749,286
19	2040	0	2041	0	55,000,000	2042	\$13.62	749,286
20	2041	0	2042	0	55,000,000	2043	\$13.62	749,286
Totals		55,000,000		0		Future Value of Increment		14,017,719

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of New Berlin, WI

Tax Increment District #5

Cash Flow Projection

Year	Projected Revenues				Expenditures								Balances			Year	
					G.O. Notes 405,000		G.O. Bonds Series 2023 6,645,000										
	Tax Increments	Developer Revenue	Debt Proceeds	Total Revenues	Dated Date: Principal	10/12/22 Interest	Dated Date: Principal	Est. Rate	Interest	Capital Outlay	Fiscal Charges	Planning & Administration	Total Expenditures	Annual	Cumulative		Principal Outstanding
2022		15,000	405,000	420,000						401,525	3,475	15,000	420,000	0	0	405,000	2022
2023			6,645,000	6,645,000	5,000	20,268				6,550,000	95,000	10,000	6,680,268	(35,268)	(35,268)	7,045,000	2023
2024	76,450			76,450	40,000	16,700			498,375			10,000	565,075	(488,625)	(523,893)	7,005,000	2024
2025	454,113			454,113	40,000	14,700			332,250			10,000	396,950	57,163	(466,730)	6,965,000	2025
2026	749,286			749,286	45,000	12,575			332,250			10,000	399,825	349,461	(117,269)	6,920,000	2026
2027	749,286			749,286	45,000	10,325	225,000	5.00%	326,625			10,000	616,950	132,336	15,068	6,650,000	2027
2028	749,286			749,286	45,000	8,300	350,000	5.00%	312,250			10,000	725,550	23,736	38,804	6,255,000	2028
2029	749,286			749,286	45,000	6,500	375,000	5.00%	294,125			10,000	730,625	18,661	57,466	5,835,000	2029
2030	749,286			749,286	45,000	4,700	400,000	5.00%	274,750			10,000	734,450	14,836	72,302	5,390,000	2030
2031	749,286			749,286	45,000	2,900	425,000	5.00%	254,125			10,000	737,025	12,261	84,564	4,920,000	2031
2032	749,286			749,286	50,000	1,000	455,000	5.00%	232,125			10,000	748,125	1,161	85,725	4,415,000	2032
2033	749,286			749,286			525,000	5.00%	207,625			10,000	742,625	6,661	92,386	3,890,000	2033
2034	749,286			749,286			550,000	5.00%	180,750			10,000	740,750	8,536	100,923	3,340,000	2034
2035	749,286			749,286			585,000	5.00%	152,375			10,000	747,375	1,911	102,834	2,755,000	2035
2036	749,286			749,286			615,000	5.00%	122,375			10,000	747,375	1,911	104,746	2,140,000	2036
2037	749,286			749,286			650,000	5.00%	90,750			10,000	750,750	(1,464)	103,282	1,490,000	2037
2038	749,286			749,286			685,000	5.00%	57,375			10,000	752,375	(3,089)	100,194	805,000	2038
2039	749,286			749,286			805,000	5.00%	20,125			10,000	835,125	(85,839)	14,355	0	2039
2040	749,286			749,286								10,000	10,000	739,286	753,642		2040
2041	749,286			749,286								10,000	10,000	739,286	1,492,928		2041
2042	749,286			749,286								10,000	10,000	739,286	2,232,214		2042
2043	749,286			749,286								10,000	10,000	739,286	2,971,501		2043
Total	14,017,719	15,000	7,050,000	21,082,719	405,000	97,968	6,645,000		3,688,250	6,951,525	98,475	225,000	18,111,218				Total

Notes:

Projected TID Closure



REQUESTED ACTION STATEMENT

DATE: December 5, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

A Memorandum of Understanding (MOU) was drafted to amend Section 15.01 of the 2021-2022 Collective Bargaining Agreement (CBA) between the New Berlin Professional Police Association (NBPPA) and the City of New Berlin to account for a canine (K9) handler moving to a new schedule consisting of working four (4) days on followed by two (2) days off.

REQUESTED:

Request to approve a MOU between the City of New Berlin and the NBPPA to add language to Section 15.01 of the current CBA to account for the transfer of a canine handler of the Patrol Division to Sergeant in the Patrol Division. The CBA negotiated a special schedule for canine handlers to compensate them for the at home care. Canine handlers work a schedule of four (4) days on and two (2) days off followed by three (3) days on and three (3) days while assigned to the Patrol Division. The purpose of the MOU is compensate the canine handler who is now a Patrol Sergeant. Supervisors work a four (4) days on two (2) days off work schedule.

FISCAL IMPACT:

The fiscal impact to the police department will last as long as the K9 is still in service. The Sergeant with the K9 would receive 3.2 hours of pay per week that can be taken in either overtime pay or comp time, not to exceed 6.4 hours per paycheck. This calculation comes from the current difference in hours between a K9 Officer and a Patrol supervisor with a K9. The Sergeant was promoted on July 23, so back pay from July 23 to Dec 31 of 2022 would be requested along with the future compensation while the K9 is actively working for the department.

RATIONALE:

The approval of this RAS will ensure the canine handler will be compensated for working the same number of hours per year whether assigned to the Patrol Division as a Canine or as a Patrol Sergeant. The comp time is compensation for at home care which would have been granted as an extra day off every twelve if the handler remained as Patrol Canine handler. Neither the City nor canine officer, is gaining or losing as it relates to hours worked on an annual basis. This proposal was reviewed by Human Resources and the NBPPA Union board.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW BERLIN
AND THE
NEW BERLIN PROFESSIONAL POLICE ASSOCIATION, INC.
FOR THE 2021-2022 COLLECTIVE BARGAINING AGREEMENT

INTRODUCTION:

On July 23, 2022, Officer James Ament, a K-9 officer who was assigned to the Patrol Division was promoted to Sergeant and assigned to the Patrol Division. James Ament and the NBPPA were involved in discussions with the Chief and members of the police command staff leading up to the promotion. All involved parties mutually agreed upon the promotion and the compensation for a K9 handler also serving as a patrol sergeant.

Section 15.01 of the CBA describes the hours of work for all NBPPA members. Section 15.01 states that the working schedule for Officers/Sergeants shall be based upon a cycle of four (4) days on - two (2) days off, repeated throughout the year irrespective of the day of the week and whether a Saturday, Sunday or holiday for an average of 38.60 hours a week.

With regard to a K-9 officer assigned to the patrol division, Section 15.01 of the CBA states that, for the purpose of compensating the K-9 officer for time spent caring for the canine off duty, the working schedule for K-9 Officers shall be based upon a cycle of four (4) days on, two (2) days off, three (3) days on, three (3) days off repeated throughout the year irrespective of the day of the week, and whether a Saturday, Sunday or holiday for an average of 33.8 hours per week. In addition, the K-9 Officer shall receive 8.25 hours of compensatory time on January 1 of each year while assigned to the Patrol Division as a Patrol Officer-K9.

AGREEMENT:

Notwithstanding any provision of the CBA to the contrary, James Ament will work an 8.25-hour shift, four (4) days on followed by two (2) days off, schedule while assigned to the Patrol Division as a Sergeant for a 38.6-hour week. The 38.6-hour patrol workweek is the baseline hours used for most CBA calculations. Ament will also be compensated 3.2 hours of pay per week at overtime rate ($3.2 \times 1.5 = 4.8$), which is the difference between hours worked on a 4/2 schedule and the 4/2,3/3 schedule. The 3.2 hours difference is being paid to Ament to compensate Ament for off-duty care of the K-9, which the parties agree reasonably reflects the total actual time spent by Ament each week on off-duty care of the K-9. Ament may choose to collect the 3.2 hours in pay or in comp time (@1.5). Ament will receive back pay for the 3.2 hours per week from the date of his promotion, July 23, 2022. Ament will also continue to receive 8.25 hours of comp time on January 1st of every year, as provided under Section 15.01 of the CBA.

This MOU shall be effective only while James Ament is assigned to a "4/2" schedule in the rank of Sergeant, and canine Condor is assigned by the police department as actively working with James Ament. This MOU is specific to the employment of James Ament, and does not set any precedent or practice of the City. Except as stated herein, all other terms of the CBA shall remain unchanged, and in full force and effect.

Date this _____ day of _____ 2022.

David Ament, Mayor

Jeff Hingiss, Police Chief

Forrest Clevestine, NBPPA President

James Ament



REQUESTED ACTION STATEMENT

DATE: December 3, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss: Chief of Police

ISSUE:

Current and anticipated vacancies within the police department will result in staffing shortages in 2023.

REQUESTED:

Request to pre-hire one sworn police officer in January 2023 in anticipation of at least one retirement later in 2023.

FISCAL IMPACT:

The police department will be experiencing up to three retirements by August 2023. This is in addition to two other retirements earlier in 2022 that have yet to be filled. The Investigation Division has conducted multiple background investigations to fill the 2022 vacancies and the anticipated vacancies for 2023. The goal is to have all five candidates start on 01/02/23 to ensure efficient onboarding/training. Three of the five candidates will be lateral transfers from other agencies and two will be recruit officers.

We will be able to absorb the one pre-hire salary. The reason being is that all five of the retirees were at top salary and the five we are hiring are not. The three laterals, while all having prior law enforcement experience, will be hired slightly below our top salary. In addition, the two recruit candidates, who will be attending the 2023 WCTC police academy, will be hired at a reduced salary and once they complete the academy, will finish the year at an officer's "starting salary." Both of these salaries will be covered by the two retired salaries.

RATIONALE:

With the required number of hours it takes to send a new hire to the police recruit academy and then the time required for field training, an officer would not count towards minimum staffing for at least ten months. By pre-hiring one new hire in January 2023, we can get a head start on training a replacement officer for the anticipated retirement.



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

DATE: December 7, 2022

TO: Mayor Ament
Common Council

FROM: Jeff Hingiss - Chief of Police

ISSUE: Recommend to Council – To update the School Resource Officer Memorandum of Understanding Agreement

REQUESTED: Recommend to Council to approve the following additions/clarifications to the Memorandum of Understanding between the New Berlin Police Department and the School District of New Berlin:

- 1) Section 1 (Cost of the SRO Program) item B addition.
- 2) Section 4 (Term of Agreement) language clarification.
- 3) Section 11 (Police Interviewing of Students at School) complete rewrite.
- 4) Section 12 (Body Worn Cameras) Section addition.

FISCAL IMPACT:

1) In the past, the New Berlin Police Department has allowed officers to work off duty at various school events and the School District of New Berlin has paid the officers directly for their services. The New Berlin Police Department will now pay the officers at their overtime rate to work these security assignments to ensure the officers are in uniform and properly equipped. The New Berlin Police Department will invoice the School District of New Berlin on a monthly basis to cover the overtime rate (salary only) for all security hours worked.

2) None

3) None

4) None

RATIONALE:

1) In the past, officers working these security details were not in uniform and did not have all of their department issued equipment with them. To improve officer safety and the quality of security provided to the School District of New Berlin, the New Berlin Police Department will assign officers to these security details at

an overtime rate on duty. This will allow officers to be in uniform and carry all of the necessary equipment to enhance their security presence and provide a safer atmosphere. The New Berlin Police Department will invoice the School District of New Berlin on a monthly basis to cover the overtime rate (salary only) for all security hours worked. For the purposes of this agreement, the officers working these security assignments will remain as our employees for liability purposes, worker's compensation purposes etc... The agreement follows the requirements of Wisconsin Law and has been reviewed by our city attorney (Attorney Mark Blum).

2) New Berlin City Attorney Mark Blum reviewed this current MOU and suggested the Term of Agreement language be clarified to better establish the agreement end. Under the current agreement, the MOU automatically renewed for a one-year term on July 1st 2022. The new language clarification implemented a clear end date of June 30th 2023.

3) The New Berlin Police Department and the School District of New Berlin collaborated on restructuring the interviewing section in the MOU. This collaboration produced a more comprehensive SRO interview process as it pertains to interviewing students. This section will now reflect current legal considerations and best practices when interviewing students at school.

4) The New Berlin Police Department implemented body worn cameras (BWC) in May 2022. All officers assigned to patrol along with school resource officers were assigned their own BWC. New Berlin Police Directive 6112: Mobile/Wearable Video Recorders (Squad Cameras/Body Worn Cameras) was established to provide detailed guidelines on BWC use. This MOU addition will umbrella our police BWC directive to ensure unilateral practice with BWC equipment by school resource officers while on school property. This MOU addition also solidifies that the BWC records will belong solely to the New Berlin Police Department for police purposes only.

SCHOOL RESOURCEOFFICER AGREEMENT

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes, this **1st** day of **October, 2018**, by and between the SCHOOL DISTRICT OF NEW BERLIN (HEREINAFTER "District"), and the CITY OF NEW BERLIN, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF NEW BERLIN POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A.** District will pay to City One Hundred and Seventeen Thousand Four Hundred Two dollars (\$117,402.00) in two equal installments billed by City for each year this agreement is in full force and effect. This amount will be recalculated every four years at the renewal of this agreement using the formula (Hourly Wage X 8.25 contractual hours per day) times {School Days in Session times number of SRO's assigned to and accepted by District} = Dollar Amount Paid by District to City Annually.
- B.** District will reimburse the City for assigned police officers at extra-curricular activities requested by the District. The City will bill the District on a monthly basis at an hourly rate not to exceed \$72.78 per hour per officer requested using the formula (City contracted officer hourly rate X 1.5) = Total Dollar Amount Paid by District to City on a monthly basis. This amount will be recalculated on January 1st of each calendar year to ensure compliance with NBPPA contract.

2. Employment of School Resource Officers.

- A.** The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B.** The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
- C.** The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

- D. Adjoin committee composed of representatives of the Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers.
- E. The District and Police Department shall agree on the appointment and continued assignment of the SROs and each reserves the right to reject or terminate an SRO assignment. In this event, written notice shall be provided to the other party with a brief explanation as to the reason for the rejection or termination of assignment.
- F. One SRO shall be assigned to each regular middle/ high school of the School District.

3. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the NBPPA. Duty hours of SRO's shall conform to the school day to the extent possible.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and an administrator of the school to which the SRO is assigned. This shall be provided with as much advance notice as possible, but not less than 2 hours prior to the absence, unless the cause of absence precludes such.

4. Term of Agreement.

This agreement shall be for the term of October 1, 2018 through June 30, 2019 and shall automatically renew for one year terms thereafter commencing July 1st of each year for three consecutive years (July 1, 2020, 2021 and 2022) with the last renewal term expiring June 30th of 2023, unless either party informs the other prior to April 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by the School District of New Berlin Safety Committee prior to March 1 of each year. The Safety Committee may make recommendations for modifications as deemed necessary and appropriate by the Committee.

For the City: Chief of Police
 City of New Berlin
 16300 W. National Ave
 New Berlin, WI 53151

For the School District: Chief Finance & Operations Officer
 School District of New Berlin
 4333 S. Sunny Slope Road
 New Berlin, WI 53151

5. Purpose of This Understanding.

- A.** To clarify the role of the SRO to reduce misunderstandings between the Police Department and the District as far as responsibilities, procedures and expectations of the SRO while on campus.

6. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A.** To be a visible, active law enforcement figure on campus.
- B.** To assist District in dealing with specific law enforcement matters originating on the assigned campus.
- C.** To provide a classroom resource for law education using approved materials.
- D.** To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- E.** To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F.** To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics.
- G.** All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests should be referred to the campus SRO.
- H.** The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- I.** The SRO and school administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- J.** The SRO will coordinate all activities with the school administrator and concerned staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- K.** The SRO is first and foremost a law enforcement officer.
- L.** The SRO may be asked to provide community wide crime prevention presentation that include, but are not limited to:
- Drugs and the law -Adult and juvenile;
 - Alcohol and the law -Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs -Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- M.** The SROs will wear department uniform, business casual and formal with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department.

- N. The SROs will wear their department issued duty weapons in accordance with department policy.
- O. Serve on the Safety Committee of the District.
- P. Work with school officials to develop and implement parking guidelines for students, staff and *visitors* and enforce parking laws when necessary.

7. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the building administrator or the building administrator's designee of the school to which they are assigned.

8. Access to Education Records.

- A. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- B. District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act.
- C. District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is/ was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits districts from sharing any other records.
- D. SRO's will not have general access to student records that would violate state law or FERPA.
- E. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.
- F. A school psychologist, counselor, social worker, nurse, or any teacher or administrator who is designed by the school board to engage in alcohol and other drug program activities is prohibited by state law from sharing information received that the student, or another student, is using or experiencing problems resulting from the use of alcohol or other drugs.

9. Access to Police Records

- A. District or school administrators may request police records of a student enrolled within the District from the Police Department.
- B. The Police Department may release records of a student enrolled in District to the District on its own initiative or at the request of District, specifically including:

- i. the use, possession or distribution of alcohol, controlled substances or controlled substance analogy;
 - ii. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 - iii. an act for which the juvenile was taken into custody based upon law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 - iv. an act for which the student has been adjudged delinquent.
- C.** District shall not disclose the information received under this section to the student or parents/ guardians of the student without first receiving acknowledgement from the SRO Police Department that disclosure will not adversely affect an ongoing investigation.
 - D.** The Police Department will immediately notify District of any person enrolled in or employed by District that is registered with the Department of Commerce {DOC} as a sex offender.

10. Procedures

- A.** The SRO will not be involved in ordinary school discipline.
- B.** If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator will request SRO involvement who will conduct an investigation in conformance with legal procedures. When the violation is committed by a child with a disability, the administrator will contact the parents of the child for permission to release copies of the special education and disciplinary records of the child for consideration by the law enforcement agency.
- C.** If an administrator has reasonable suspicion that sexting might be occurring s/he shall immediately solicit assistance from the SRO.
- D.** The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from the SRO's investigation, but the school may not use the law enforcement officers' records as the sole basis for disciplinary action.
- E.** If the SRO or Police Department receives information of an ordinance violation or crime on campus, the SRO shall notify the administration of the violation before initiating an investigation, unless the matter poses an imminent danger, as soon as possible either directly, through email or telephone.
- F.** The SRO shall notify the school administration of the results of an investigation into an on-campus incident as soon as possible, if permitted by law, and prior to any action taken, if circumstances allow.
- G.** It will be the responsibility of the SRO to report and process all crimes originating on campus to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by an SRO will

be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

- H. The SRO will coordinate his/her actions with the school administration for law enforcement cases that occurred outside of the school environment.
- I. The SRO may assist the school administration conduct a "T. L. O." search, at the request of the school administration, as long as the SRO is assisting school officials in furtherance of the school's objective to maintain a safe and proper educational environment as opposed to gathering evidence of a crime.

11. Police Interviewing of Students at School (proposed by District counsel)

- A. Question any witnesses to determine if an illegal act or unlawful offense (municipal or criminal) was committed and who committed said act.** The SRO shall have the general authority to question or interview any student at school who may have information about criminal misconduct. As a general rule, the interview shall be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interview a student without the presence of a school official. Parents/guardians shall be notified of such interrogations, by the SRO or administrator, as soon as practicable.
- B. Question the person suspected of committing the crime.** A school official shall be present during such interrogation. Parents/guardians shall be notified of such interrogations, by the SRO or administrator, as soon as practicable.
- C. If a student is detained, placed in custody or arrested,** the SRO will follow SOPs of the Department in conducting the arrest including the student being given their Miranda rights as required by law. School officials shall contact the student's parent(s)/guardian(s), except in the case of emergency situations or when the health or safety of a student is at issue.
- D. Investigation and Arrest Procedures - Other Crimes Committed Off-Campus.** As a general rule, the SRO and other law enforcement officials shall not interview any student witnesses or suspects, at school during school hours concerning crimes committed off-campus. If law enforcement officials are having difficulty locating a student off-campus, determine that time is of the essence, or for some other reason deem it necessary to interview a student at school during school hours:
 - 1. The officer shall contact the Principal in advance and state the reason(s) to conduct an interview of a student at the school.
 - 2. The investigating officer or SRO shall notify the student's parent/guardian of the officer's desire to interview or interrogate the student at school. The investigating officer will make all reasonable efforts not to question students at the school without notice to and the consent of the parent or guardian.
 - 3. To the extent practicable, the officer and Principal should mutually agree on a convenient time during the school day to conduct the investigation.
- E. Questioning of a student victim.** If a student is a victim of a criminal offense, the SRO will have general permission to question the student without the presence of a school official. As a general rule, the SRO will make a school official aware of the interview as

soon as practicable. Parents/guardians shall be notified of such interviews as soon as practicable unless the parents/guardians are the suspects.

11. Body Worn Cameras

The School District of New Berlin and the New Berlin Police Department approve the use of Body Worn Cameras (BWC) on School Resource Officers (SROs) or law enforcement officers on district property for the primary purpose of ensuring safety on school property. An officer must start a recording as soon as practical and when safe to do so, once the officer realizes he/she will be conducting a matter of investigatory nature or an enforcement action.

All officers engaged in investigatory or enforcement action must activate their camera regardless of the number of other officers on the scene with cameras. Juveniles will be recorded as an adult would. Parents shall be notified via individual school communications that body cameras may be used by SROs or law enforcement officers on district property. BWC usage will be prohibited in all restrooms and locker rooms per New Berlin School District policy 5131 unless an extreme necessity can be articulated by the officer.

There is no requirement that officers notify someone that they are being recorded; however, officers must be aware that it may be beneficial to inform the other person(s) that a recording of the interaction is being made. If a person expresses a desire to know whether or not the officer is recording them, the officer shall respond truthfully.

Officers equipped with body worn cameras shall follow the policies of New Berlin Police Department **Directive 6112 Mobile/Wearable Video Recorders (Squad Cameras/Body Worn Cameras (BWC)).**

Body camera footage recorded on district property is considered a “law enforcement record” and is the sole property of the New Berlin Police Department. BWC footage will not be considered a pupil record maintained by the school district. The School District of New Berlin reserves the right to request to view officer BWC footage if it directly relates to student discipline and safety on school property. The New Berlin Police Department reserves the right to deny BWC footage requests from the school district if such a request were to compromise the integrity of the investigation. The school district must maintain the confidentiality of any law enforcement records which it may receive.

12. Taking a Student in Custody

- A. The SRO will notify the school administration immediately upon determining if a student will be placed in custody.
- B. The SRO will follow NBPd policy regarding taking a juvenile in custody.
- C. The SRO will work with the school administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

13. Off Duty Carrying of Firearms

- A. Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their

official capacities as "on-duty" officers, pursuant to Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who chose to possess a firearm on school property under this Agreement shall do so in a concealed manner only.

- B. Only law enforcement officers employed by the Police Department who are "peace officers" as defined by Wisconsin Statute, and who carry firearms in the course of their professional duties with the Police Department shall be permitted pursuant to this Agreement to possess firearms on school property while not acting in their official capacities as "on-duty" officers.
- C. It is agreed that law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

14. Video Surveillance

- A. The District surveillance cameras are considered a tool to assist the District and the Police Department to protect the health, welfare, and safety of the District's students and staff
- B. The District, the SROs and the Police Department shall have access to the District owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law.
- C. The school administration and the Police Department shall follow the District policy regarding the District camera system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BOARD OF EDUCATION

By: _____

Date: _____

Title: _____

SDNB Superintendent or Designee

NEW BERLIN POLICE DEPARTMENT

By: _____

Date: _____

Jeffrey Hingiss, Chief of Police

APPENDIX A
Actions for Certain Offenses

OFFENSE	DESCRIPTION/EXAMPLES	ACTION TO BE TAKEN
Disorderly Conduct	947.01-“Whoever, in a public or private place, engages in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which the conduct tends to cause or provoke a disturbance.”	
	Student is disruptive, swearing, out of control, belligerent, throwing objects, fighting, throwing punches, making threats, or engaging in other conduct to the extent that it causes a disturbance in the hallways, classrooms, or other areas inside or outside of the school.	Contact the police immediately if actions endanger safety of students and/or staff.
	Student(s) harassing or threatening other student(s)	Consider contacting police if the matter may not be handled by the school or

		police counseling is requested.
	General disobedience and insubordination, failure to complete homework or do work, dress code violations, swearing, name calling, refusal to attend class, walks out of class vague threats, minor altercations including pushing.	Generally these situations should be handled by the school. Police can be called for ongoing issues with the same student when other alternatives have been proven ineffective.
Battery	940.19(1)-“Whoever causes bodily harm to another by an act done with intent to cause bodily harm to that person or another without the consent of the person so harmed.”	
	Student is involved in a fight and sustains visible injuries more than just superficial scratches.	Police should be contacted.

Drug Offenses	Student possesses or is suspected of possessing or selling drugs, alcohol, or cigarettes.	Contact police immediately.
	Student is suspected of being under the influence of drugs or alcohol.	Contact police/fire departments immediately if medical emergency exists. Contact police for further investigation.

Weapons Offenses	948.60, 948.605, 948.61, 939.22(10) Weapons include but are not limited to guns, knives, bee bee guns, any electric weapons, brass knuckles, num chucks, Chinese throwing stars, paintball guns, toy guns, any other device designed as a weapon and capable of producing death or great bodily harm, or any other device in the manner it is used or intended to be used in calculated or likely to produce death or great bodily harm.	
	Student is suspected of possessing a weapon on school grounds.	Contact police immediately.
	Student possessed a small pocket knife, Swiss Army Knife, utility tool that contains a knife, a razor blade, toy/water gun, or other sharp object.	Consider using discretion about calling the police when there is no evidence to suggest the student used or was planning to use the object to harm, threaten, intimidate/harass, or to create a disturbance among students.

Mandatory Reporting Child Abuse or Neglect Sexual	48.981(2) and 48.981(3)-If a school teacher, school administrator, school counselor, nurse, social worker, professional counselor, <i>or any school employee not mentioned above</i> , has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused (sexually or physically) or neglected or the child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, then that person must <u>immediately</u> inform the Waukesha County Department of Health and Human Services or the Police Department.	Contact police immediately.
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Assault	There are other people who are also considered “mandatory reporters” as defined by State Statute 48.981(2).	
	Abuse: “Abuse” for mandatory reporting requirements as defined by 48.02(1) includes: <u>Physical injury inflicted on a child by other than accidental means</u> , serious physical harm inflicted on an unborn child and/or the risk of serious physical harm to the child when born caused by the habitual lack of self-control of the expectant mother, <u>sexual intercourse or sexual contact under statutes 940.225 (Sexual Assault), 948.02 (Sexual Assault of Child), 948.025 (Engaging in repeated sexual acts of sexual assault of the same child), 948.085 (Sexual Assault of a child placed in substitute care), sexual exploitation of a child, prostitution, causing a child to view or listen to sexual activity, or exposing genitals or public area.</u>	

	Neglect: Means failure, refusal, or inability on the part of a caregiver, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of a child.	
	Child: A “Child” means a person who is less than 18 years of age.	
	Sexual Assault/Sexual Contact: Any types of intentional touching whether direct or through clothing <u>if that intentional touching is either for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect).</u> Intentional	

	touching includes the touching of the complainant's intimate parts by the use of any body part or object. Intimate parts (939.22(19)) include the breast, buttock, anus, groin, scrotum, penis, vagina, or pubic mound.	
	<u>Sexual Assault/Sexual Intercourse:</u> Means vulvar penetration and includes oral and anal intercourse.	
	<u>Examples:</u> Student intentionally slaps another student on the butt while fooling around in the hallway. When questioned about the incident, the actor says they were just playing around or trying to be funny.	Matter should be handled by the school as it is determined that the intentional touching is not for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Matter may be handled by the school in many cases. Student could possibly be cited for Disorderly Conduct depending whether the victim/parents want to be complainants.

	Student rubs another student's leg, arm, back, etc., causing the student to feel uncomfortable. Student reports to the office, teacher, another student, etc., that they were injured, abused, or sexually assaulted by someone while at or away from school.	Contact police immediately. Contact police immediately.
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	Teenage girl reports that she is pregnant.	Contact police immediately.
Possible Suicidal Subject	Student or staff member talks about wanting to hurt themselves, wanting to die, not wanting to live, or other verbal or written statements indicating that they want to harm themselves or others.	Contact police immediately.
	Intentional cut marks are seen on a student's body.	Contact police immediately.
Theft	943.20(1)-Intentionally takes and carries away, uses, transfers, conceals, or retains possession of moveable property of another without the other's consent and with intent to deprive the owner permanently of possession of such property.	Use discretion about contacting police depending on circumstances or if the student or circumstances or if the student or parent states that they want the police notified. Sometimes stolen property has a way of "turning up" and the matter is best handled or investigated by the school. Also, some minor acts that could be considered a theft should be handled by the school such as a student taking candy or a pencil from a teacher's desk.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes, this **1st** day of **October, 2018**, by and between the SCHOOL DISTRICT OF NEW BERLIN (HEREINAFTER "District"), and the CITY OF NEW BERLIN, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF NEW BERLIN POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the City, through the Police Department, agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A. District will pay to City One Hundred and Seventeen Thousand Four Hundred Two dollars (\$117,402.00) in two equal installments billed by City for each year this agreement is in full force and effect. This amount will be recalculated every four years at the renewal of this agreement using the formula (Hourly Wage X 8.25 contractual hours per day) times (School Days in Session times number of SRO's assigned to and accepted by District) = Dollar Amount Paid by District to City Annually.

2. Employment of School Resource Officers.

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers.
- E. The District and Police Department shall agree on the appointment and continued assignment of the SROs and each reserves the right to reject or terminate an SRO assignment. In this event, written notice shall be provided to the other party with a brief explanation as to the reason for the rejection or termination of assignment.
- F. One SRO shall be assigned to each regular middle / high school of the School District.

3. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the NBPPA. Duty hours of SRO's shall conform to the school day to the extent possible.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and an administrator of the school to which the SRO is assigned. This shall be provided with as much advance notice as possible, but not less than 2 hours prior to the absence, unless the cause of absence precludes such.

4. Term of Agreement.

This agreement shall be for the term of October 1, 2018 through June 30, 2019 and shall automatically renew each July 1, for up to 3 years (June 30, 2020, 2021 and 2022) unless either party informs the other prior to April 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by the School District of New Berlin Safety Committee prior to March 1 of each year. The Safety Committee may make recommendations for modifications as deemed necessary and appropriate by the Committee.

For the City: Chief of Police
 City of New Berlin
 16300 W National Ave
 New Berlin, WI 53151

For the District: Chief Finance & Operations Officer
 School District of New Berlin
 4333 S Sunnyslope Rd
 New Berlin, WI 53151

5. Purpose of This Understanding.

- A. To clarify the role of the SRO to reduce misunderstandings between the Police Department and the District as far as responsibilities, procedures and expectations of the SRO while on campus.

6. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. To be a visible, active law enforcement figure on campus.
- B. To assist District in dealing with specific law enforcement matters originating on the assigned campus.
- C. To provide a classroom resource for law education using approved materials.
- D. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.

- E. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics.
- G. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests should be referred to the campus SRO.
- H. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- I. The SRO and school administrator will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- J. The SRO will coordinate all activities with the school administrator and concerned staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- K. The SRO is first and foremost a law enforcement officer.
- L. The SRO may be asked to provide community wide crime prevention presentation that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- M. The SROs will wear department uniform, business casual and formal with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department.
- N. The SROs will wear their department issue duty weapons in accordance with department policy.
- O. Serve on Safety Committee of District.
- P. Work with school officials to develop and implement parking guidelines for students, staff and visitors and enforce parking laws when necessary.

7. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the building administrator or the building administrator's designee of the school to which they are assigned.

8. Access to Education Records.

- A. The confidentiality of student records is established in state and federal law and school officials have the responsibility to justify the release of such confidential information.
- B. District shall share the attendance record of any student that is subject to investigation for truancy, arson, or a criminal or delinquent act.
- C. District will share directory data, which may include the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, period of time the student is / was enrolled in school, photographs, degrees and awards received. Wisconsin state law and the Family Education Rights and Privacy Act (FERPA) prohibits District from sharing any other records.
- D. SRO's will not have general access to student records that would violate state law or FERPA.
- E. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed taking into consideration the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence, to the extent allowed by law.
- F. A school psychologist, counselor, social worker, nurse, or any teacher or administrator who is designed by the school board to engage in alcohol and other drug program activities is prohibited by state law from sharing information received that the student, or another student, is using or experiencing problems resulting from the use of alcohol or other drugs.

9. Access to Police Records

- A. District or school administrators may request police records of a student enrolled within District from the Police Department.
- B. The Police Department may release records of a student enrolled in District to the District on its own initiative or at the request of District, specifically including:
 - i. the use, possession or distribution of alcohol, controlled substances or controlled substance analogy;
 - ii. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 - iii. an act for which the juvenile was taken into custody based upon law enforcement officer's belief that the juvenile was committing or had committed a violation of any state or federal law; and
 - iv. an act for which the student has been adjudged delinquent.
- C. District shall not disclose the information received under this section to the student or parents / guardians of student without first receiving acknowledgement from the

SRO Police Department that disclosure will not adversely affect an ongoing investigation.

- D. The Police Department will immediately notify District of any person enrolled in or employed by District that is registered with the Department of Commerce (DOC) as a sex offender.

10. Procedures

- A. The SRO will not be involved in ordinary school discipline.
- B. If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator will request SRO involvement who will conduct an investigation in conformance with legal procedures. When the violation is committed by a child with a disability, the administrator will contact the parents of the child for permission to release copies of the special education and disciplinary records of the child for consideration by the law enforcement agency.
- C. If an administrator has reasonable suspicion that sexting might be occurring s/he shall immediately solicit assistance from the SRO.
- D. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from the SRO's investigation, but the school may not use the law enforcement officers' records as the sole basis for disciplinary action.
- E. If the SRO or Police Department receives information of an ordinance violation or crime on campus, the SRO shall notify the administration of the violation before initiating an investigation, unless the matter poses an imminent danger, as soon as possible either directly, through email or telephone.
- F. The SRO shall notify the school administration of the results of an investigation into an on-campus incident as soon as possible, if permitted by law, and prior to any action taken, if circumstances allow.
- G. It will be the responsibility of the SRO to report and process all crimes originating on campus to the Police Department. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- H. The SRO will coordinate his/her actions with the school administration for law enforcement cases that occurred outside of the school environment.
- I. The SRO may assist the school administration conduct a "T. L. O." search, at the request of the school administration, as long as the SRO is assisting school officials in furtherance of the school's objective to maintain a safe and proper educational environment as opposed to gathering evidence of a crime.

11. Police Interviewing of Students at School

- A. Students will not be interviewed during school hours by the SRO or police officers unless parental permission has been obtained and school administration has been

informed. When acting in conjunction with school administrators, the administration serves in loco parentis.

- B. When a student is taken into custody or interrogated by the SRO or police officers, s/he shall be given their Miranda rights as required by law.
- C. At no point shall a school administrator offer legal advice to the student or parents when involved in an interview or apprehension.
- D. The SRO or police officer does not need parental permission from a student if the interview is initiated by a student, involves child abuse or when a matter of health and safety.

12. Taking a Student in Custody

- A. The SRO will notify the school administration immediately upon determining if a student will be placed in custody.
- B. The SRO will follow NBPd policy regarding taking a juvenile in custody.
- C. The SRO will work with the school administration to ensure the process of taking the student in custody is least disruptive to the school environment while maintaining officer safety considerations.

13. Off Duty Carrying of Firearms

- A. Law enforcement officers employed by the Police Department shall be permitted to possess firearms, including concealed firearms, on school property while not acting in their official capacities as “on-duty” officers, pursuant to Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who chose to possess a firearm on school property under this Agreement shall do so in a concealed manner only.
- B. Only law enforcement officers employed by the Police Department who are “peace officers” as defined by Wisconsin Statute, and who carry firearms in the course of their professional duties with the Police Department shall be permitted pursuant to this Agreement to possess firearms on school property while not acting in their official capacities as “on-duty” officers.
- C. It is agreed that law enforcement officers covered by this Agreement are authorized and permitted, and therefore shall continue to take any and all steps that their oath and duties to the Police Department and the State of Wisconsin require, including when off-duty on District premises or property if said oath and duties so require.

14. Video Surveillance

- A. The District surveillance cameras are considered a tool to assist the District and the Police Department to protect the health, welfare, and safety of the District’s students and staff
- B. The District, the SROs and the Police Department shall have access to the District owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law.

- C. The school administration and the Police Department shall follow the District policy regarding the District camera system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BOARD OF EDUCATION

By: _____

Jody Kugler, President



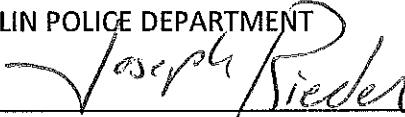
Date: _____

9/24/18

NEW BERLIN POLICE DEPARTMENT

By: _____

Joe Rieder, Chief of Police



Date: _____

Sept 28, 2018

APPENDIX A
Actions for Certain Offenses

OFFENSE	DESCRIPTION / EXAMPLES	ACTION TO BE TAKEN
Disorderly Conduct	947.01-"Whoever, in a public or private place, engages in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which the conduct tends to cause or provoke a disturbance."	
	Student is disruptive, swearing, out of control, belligerent, throwing objects, fighting, throwing punches, making threats, or engaging in other conduct to the extent that it causes a disturbance in the hallways, classrooms, or other areas inside or outside of the school	Contact the police immediately if actions endanger safety of students and/or staff
	Student(s) harassing or threatening other student(s)	Consider contacting police if the matter may not be handled by the school or police counseling is requested
	General disobedience and insubordination, failure to complete homework or do work, dress code violations, swearing, name calling, refusal to attend class, walks out of class vague threats, minor altercations including pushing	Generally these situations should be handled by the school. Police can be called for ongoing issues with the same student when other alternatives have been proven ineffective.
Battery	940.19(1)-"Whoever causes bodily harm to another by an act done with intent to cause bodily harm to that person or another without the consent of the person so harmed."	
	Student is involved in a fight and sustains visible injuries more than just superficial scratches	Police should be contacted

Drug Offenses	Student possesses or is suspected of possessing or selling drugs, alcohol, or cigarettes	Contact police immediately
	Student is suspected of being under the influence of drugs or alcohol	Contact police/fire departments immediately if medical emergency exists Contact police for further investigation
Weapon Offenses	948.60, 948.605, 948.61, 939.22(10) Weapons include but are not limited to guns, knives, bee bee guns, any electric weapons, brass knuckles, num chucks, Chinese throwing stars, paintball guns, toy guns, any other device designed as a weapon and capable of producing death or great bodily harm, or any other device in the manner it is used or intended to be used is calculated or likely to produce death or great bodily harm.	
	Student is suspected of possessing a weapon on school grounds	Contact police immediately
	Student possesses a small pocket knife, Swiss Army Knife, utility tool that contains a knife, a razor blade, toy/water gun, or other sharp object	Consider using discretion about calling the police when there is no evidence to suggest the student used or was planning to use the object to harm, threaten, intimidate / harass, or to create a disturbance among students

Mandatory Reporting Child Abuse or Neglect Sexual Assault	48.981(2) and 48.981(3) -If a school teacher, school administrator, school counselor, nurse, social worker, professional counselor, <i>or any school employee not mentioned above</i>, has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused (sexually or physically) or neglected or the child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, then that person must <u>immediately</u> inform the Waukesha County Department of Health and Human Services or the Police Department. There are other people who are also considered “mandatory reporters” as defined by State Statute 48.981(2).	Contact police immediately
	Abuse: “Abuse” for mandatory reporting requirements as defined by 48.02(1) includes: <u>Physical injury inflicted on a child by other than accidental means</u>, serious physical harm inflicted on an unborn child and/or the risk of serious physical harm to the child when born caused by the habitual lack of self-control of the expectant mother, <u>sexual intercourse or sexual contact under statutes 940.225 (Sexual Assault), 948.02 (Sexual Assault of a Child, 948.025 (Engaging in repeated acts of sexual assault of the same child), 948.085 (Sexual assault of a child placed in substitute care), sexual exploitation of a child, prostitution, causing a child to view or listen to sexual activity, or exposing genitals or pubic area.</u>	

	<u>Neglect:</u> Means failure, refusal, or inability on the part of a caregiver, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of a child	
	<u>Child:</u> A "Child" means a person who is less than 18 years of age	
	<u>Sexual Assault / Sexual Contact:</u> Any types of intentional touching whether direct or through clothing if that intentional touching is either for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Intentional touching includes the touching of the complainant's intimate parts by the use of any body part or object. Intimate parts (939.22(19)) include the breast, buttock, anus, groin, scrotum, penis, vagina, or pubic mound.	
	<u>Sexual Assault /Sexual Intercourse:</u> Means vulvar penetration and includes oral and anal intercourse.	
	<u>Examples:</u> Student intentionally slaps another student on the butt while fooling around in the hallway. When questioned about the incident, the actor says they were just playing around or trying to be funny.	Matter should be handled by the school as long as it is determined that the intentional touching is not for the purpose of sexually degrading or humiliating the complainant (victim) or sexually arousing or gratifying the defendant (suspect). Matter may be handled by the school in most cases. Student could possibly be cited for Disorderly Conduct depending on the circumstances and whether the victim/parents want to be complainants.

	Student rubs another student's leg, arm, back, etc., causing the student to feel uncomfortable Student reports to the office, teacher, another student, etc., that they were injured, abused, or sexually assaulted by someone while at or away from school. Teenage girl reports that she is pregnant	Contact police immediately Contact police immediately Contact policy immediately
Possible Suicidal Subject	Student or staff member talks about wanting to hurt themselves, wanting to die, not wanting to live, or other verbal or written statements indicating that they want to harm themselves or others Intentional cut marks are seen on a student's body	Contact police immediately Contact police immediately
Theft	943.20(1)-Intentionally takes and carries away, uses, transfers, conceals, or retains possession of movable property of another without the other's consent and with intent to deprive the owner permanently of possession of such property	Use discretion about contacting police depending on circumstances or if the student or parent states that they want the police notified. Sometimes stolen property has a way of "turning up" and the matter is best handled or investigated by the school. Also, some minor acts that could be considered a theft should be handled by the school such as a student taking candy or a pencil from a teacher's desk.

REQUESTED ACTION STATEMENT

TO: MAYOR AND NEW BERLIN COMMON COUNCIL

FROM: Alderman Joseph Stribl (5th District)

RE: Regulation of Short-Term Rentals in Residential Districts

DATE: November 4, 2022

Requested Action:

Direct Staff to prepare an Ordinance along the lines of the attached to amend the City's Zoning Code to prohibit short-term rentals as permitted under Section 66.1014 of the Wisconsin Statutes.

Financial fiscal impact:

None

Rationale:

I have received communications from constituents indicating they have become aware of some of their neighbors engaging in short-term rentals, including as short as a daily rental. I have followed up with our Code Compliance Staff and we do not have any regulations currently on the books that would prohibit these kinds of short-term rentals. I have spoken with the City Attorney and he advises that there is a limitation on the ability of local governments to engage in restrictions of such short-term rentals in residential districts in Section 66.1014 of the Wisconsin Statutes. That Statute indicates that a local government can restrict the rental of residential property for periods of less than 7 days in length. In addition, the City would also have the ability, via Ordinance, to restrict the total number of days in which a short-term rental would occur to not more than 181 days in any one calendar year. In addition, you can implement a requirement that would require registration and licensing. In that regard, the State Law does require that a license be obtained through the Department of Agriculture, Trade and Consumer Protection for an individual who operates a short-term rental for more than 10 nights each year. We can also require the property owner advise the City of the first day of each year when the rental is occurring so that we can determine whether the annual rental restriction is being exceeded.

Residential districts are just that and the allowance of uses for daily rentals or for less than 7 days at any one time could lead to negative consequences for the surrounding neighbors.



City Attorney Mark G. Blum

City Prosecutor Thomas G. Schmitzer

720 Clinton Street • PO Box 766 • Waukesha, Wisconsin 53187-0766 • (262) 549-8181 • Fax (262) 549-8191 • mblum@newberlin.org

E-MAIL: MGBLUM@HRBLAWFIRM.COM

November 7, 2022

Via Email (jstribl@newberlin.org)

Alderman Joseph Stribl
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

Re: Short-Term Rentals - Proposed RAS and Ordinance

Dear Joe:

Enclosed is a draft Ordinance that I have prepared, which would allow for the implementation of the maximum restrictions allowed under State Law for short-term rentals in residential districts. I have also enclosed a draft RAS for you to use, although it is being provided to you in Word format so you can feel free to modify it as you see appropriate.

In my experience, these restrictions have been placed in the Zoning Code of the municipality and therefore, if we are going to go this route, we would need to start by having the Council give direction to Staff to move forward with the process of adopting a Zoning Ordinance Amendment, which would require the matter to start with the Plan Commission. The Plan Commission would then have to make a recommendation to the Common Council and there would need to be public hearing on the proposed Amendment.

Please let me know if you have any questions or concerns regarding this issue.

Sincerely,


Mark G. Blum

MGB/jb
Enc.

ORDINANCE NO. ____

**ORDINANCE TO AMEND CHAPTER _____ OF THE CITY CODE
REGARDING THE PROHIBITION ON TRANSIENT COMMERCIAL
USES IN RESIDENTIAL DISTRICTS**

The Common Council of the City of New Berlin do ordain as follows:

SECTION I

Section _____ of the New Berlin City Code is amended to read as follows:

Section ?????? – Transient commercial lodging uses: The use by any person of residential property for bed and breakfasts, hostels, hotels, inns, lodging, motels, resort or other similar uses.

SECTION II

Section _____ of the New Berlin City Code is amended to read as follows:

Section ?????? – Transient lodging uses: Transient lodging uses for remuneration are prohibited in the residential districts of the City where the period of use is less than seven (7) days. Any person acting as an agent, real estate broker, real estate sales agent, property manager, reservation service or arranges or negotiates for the use of residential property or transient lodging uses, or any person who uses or allows the use of residential property in this manner shall be considered in violation of this Section. Each day in which such residential property is used or allowed to be used in violation of this Section shall be considered a separate offense.

SECTION III

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section ?????? – Transient commercial lodging uses of more than 6 but fewer than 30 consecutive days within any consecutive 365-day period may be rented for no more than 181 days. The days during which the transient commercial lodging uses may be conducted shall run consecutively. Any individual or entity which engages in transient commercial lodging rental shall notify the City Clerk, in writing, when the first rental within a 365-day period is to begin.

SECTION IV

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section ??????? – Any person who maintains, manages or operates a short-term rental (which means a residential dwelling that is offered for rent for a fee and for fewer than 30 consecutive days, or such rentals occur for more than 10 nights each year) shall do the following:

- (1) Obtain from the Department of Agriculture, Trade and Consumer Protection a license as a tourist rooming house as defined in Wisconsin Statute Sec. 97.01(15k) when required by said Statute;
- (2) Any person who maintains, manages or operates a short-term rental as defined in this subsection shall obtain from the City a license for conducting such activities. Such person shall provide evidence of a tourist rooming house license from the State of WI DATCP as a condition of being able to receive a short-term rental license from the City. The City shall establish a license fee from time to time based on the City's actual cost of issuing and monitoring said license. The City Council shall establish such license fee by Resolution from time to time.

SECTION V

Section _____ of the New Berlin City Code is hereby created to read as follows:

Section????? – Violations of this Ordinance shall be enforced in accordance Section 1.102 of the City of New Berlin City Code. Each day that a violation occurs shall be considered a separate violation and will be enforced accordingly.

SECTION VI

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION VII

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION VIII

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this _____ day of _____, 2021.

APPROVED:

Countersigned:

David Ament, Mayor

Rubina Medina