



Police & Fire Commission Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Thursday, May 29, 2025 - 6:00 PM

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.
Citizen participation is welcome during topic discussion periods.

Police and Fire Commission Meeting
May 29, 2025, 6:00 PM

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/597366141>

You can also dial in using your phone.
Access Code: 597-366-141
United States: +1 (224) 501-3412

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

A Commission member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Commission to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

1. **Approval of Minutes for March 24th, 2025**

HEARING OF CITIZEN COMMENTS

No formal Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Commission discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

NEW BUSINESS

2. **Election of Police & Fire Commission Officers**

REPORTS

3. **Fire Chief's Report**
 - a. Personnel Update
 - b. Training Update
 - c. Community Engagement Update
 - d. Department Updates to include: Dorm Room Completion, Spring Splash Overview and Insurance Services Office (ISO) Audit
4. **Police Chief's Report**
 - a. Personnel Update
 - b. Training Update
 - c. Community Engagement Update
 - d. Department Updates to include: Public Safety Referendum Passage, Spring Splash Overview, PD Evidence/Training Garage, Removal of Public Comment on Social Media and an Update on the School Resource Officer (SRO) Agreement

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility". Items to be discussed:

5. **Interview of Patrol Officer Candidates**

RECONVENE INTO OPEN SESSION

6. **Announcement of Recommendation Concerning Whitewater Police Department Hiring Process**

FUTURE AGENDA ITEMS

ADJOURNMENT

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



Police and Fire Commission Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190

*In Person and Virtual

Monday, March 24, 2025 - 6:00 PM

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.
Citizen participation is welcome during topic discussion periods.

Please click the link below to join the webinar:

Police and Fire Commission Meeting

March 24, 2025, 6:00 PM

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/905031261>

You can also dial in using your phone.

Access Code: 905-031-261

United States: +1 (408) 650-3123

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

The meeting was called to order at 6:00 PM by Commissioner Chair Jerry Grant

ROLL CALL

PRESENT

Commissioner Jerry Grant
Commissioner Beverly Stone
Commissioner Mwita Binagi
Commissioner Marissa Aranda
Commissioner Tom Miller
Police Chief Daniel Meyer
Police Patrol Captain Ryan Taft
Support Services Manager Sabrina Ojibway

APPROVAL OF AGENDA

A commission member can choose to remove an item from the agenda or rearrange its order; however,

introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Commission to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

Motion made by Commissioner Binagi, Seconded by Commissioner Stone to approve agenda.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

1. Approval of Minutes from February 17, 2025

Motion made by Commissioner Binagi, Seconded by Commissioner Aranda to approve the consent agenda.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

HEARING OF CITIZEN COMMENTS

No formal Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Commission discusses that particular item.

There were no citizen comments.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

REPORTS

2. Police Chief's Report

a. Personnel Update

Chief Meyer reported that patrol officer Andrew Wipperman submitted his resignation on March 14th, 2025. The department has posted to fill the vacancy.

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility". Items to be discussed:

2. Interview of Police Detective Candidate

Motion made by Commissioner Aranda, Seconded by Commissioner Stone to go into closed session.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

The Police & Fire Commission went into closed session at 6:04 PM

RECONVENE INTO OPEN SESSION

Motion made by Commissioner Miller, Seconded by Commissioner Stone to go into open session.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

The Police & Fire Commission went into open session at 6:38 PM.

3. Announcement of Recommendation Concerning Whitewater Police Department Hiring Process

Motion made by Commissioner Binagi, Seconded by Commissioner Miller to endorse and recommend that Kevin Gowan be hired as a detective for the City of Whitewater Police Department.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed.

FUTURE AGENDA ITEMS

No future agenda items were discussed.

ADJOURNMENT

Motion made by Commissioner Miller, Seconded by Commissioner Aranda to adjourn.

Voting Yes: Commissioner Grant, Commissioner Stone, Commissioner Binagi, Commissioner Aranda and Commissioner Miller. Motion passed

Meeting adjourned at 6:39 PM

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.

2025 Spring Splash After Action Report

General Event Summary

The Law Enforcement preparation and response to “Spring Splash” in 2025 was similar to that of previous years. The event requires a tremendous amount of planning and coordination because of the need to request assistance from a number of outside entities to maintain safety and public order.

Again in 2025, the City’s Emergency Operations Center (EOC) was stood up to host unified command consisting of representatives from the Whitewater Police Department, Whitewater Fire and EMS, Walworth County Sheriff’s Office, and Drone Command.

The following information summarizes the event:

- Heavy foot traffic began prior to noon and lasted throughout the day until crowds moved primarily to the downtown area around 9pm.
- We again utilized mobile field force teams to disperse large crowds that were disorderly or upon request of property owners.
- The most disorderly activities encountered in 2025:
 - A physical fight at one of the house parties resulted in a substantial battery as well as an individual displaying a handgun and threatening another individual. Involved suspects were arrested and transported to the Walworth County Jail.
 - Two individuals actively resisted officers’ attempts to arrest them, one of which caused injury to the officer.
- Overall enforcement efforts were successful, with overall low levels of disorder.
- The following cost statistical and cost summaries provide information into the direct activity and costs for law enforcement. These numbers do not reflect activity of the Wisconsin State Patrol which handled all of their workload internally, and it does not include costs of other City Departments (i.e. Fire & EMS).
- The total event cost to the WPD budget between staffing and food/materials was \$15,288.80, which was a reduction from 2024 costs.

Statistical Summary

	WPD Stats 2019	WPD Stats 2021	WPD Stats 2022	WPD Stats 2023	WPD Stats 2024	WPD Stats 2025
Arrests (individuals)	117	79	43	31	68	86
Misdemeanor Arrests	6	4	15	5	11	3
Felony Arrests	6	1	4	0	5	5
Ordinance Violations	162	119	50	49	89	113
Charges	174	124	69	54	105	147
Total Confined in Jail	8	Not Recorded	7	0	2	5
Total Admitted for First Aid	15	Not Recorded	0	N/A	N/A	N/A

*Spring Splash did not occur in 2020 due to COVID-19.

Law Enforcement Personnel Hours/Cost Summary

WPD Staff Hours Worked	492.75	WPD Personnel Costs	\$13,756.06
Outside Agency Hours Worked	806	Outside Agency Personnel Costs	\$44,896.10
Total Hours	1298.75	Total Personnel Costs	\$58,652.16

*Outside agency personnel were provided free of charge under a mutual aid response.

*Actual cost to the PD personnel budget is \$13,756.06.

*We thank the following law enforcement agencies for their assistance:

- Fort Atkinson PD
- Town of East Troy PD
- Elkhorn PD
- Janesville PD
- Jefferson County Sheriff's Office
- Lake Geneva PD
- Lake Mills PD
- Rock County Sheriff's Office
- Town of East Troy PD
- Town of Geneva PD
- Town of Lake Mills PD
- UW-Whitewater PD
- Village of Sharon PD
- Village of Walworth PD
- Walworth County Sheriff's Office
- Watertown PD
- Wisconsin State Patrol

Materials/Food Cost Summary

Walmart Subs	Donated by Walmart
Walmart Snack items	\$216.54
Toppers Pizza	\$421.47
Walmart Meat/Condiments	\$647.89
DJI Subscription	104.44
Misc. MFF Equipment	142.40
Total Cost	\$1,532.74

FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT

This First Amendment (Amendment) to the SCHOOL RESOURCE OFFICER AGREEMENT (hereinafter "Agreement") is entered into between the WHITEWATER UNIFIED SCHOOL DISTRICT (hereinafter "School District"), and CITY OF WHITEWATER, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF WHITEWATER POLICE DEPARTMENT (hereinafter "Police Department") (hereinafter collectively referred to as the "Parties") as follows:

WHEREAS The School District, City, and Police Department entered into the original Agreement around July 1, 2019.

WHEREAS The School District, City, and Police Department now desire to amend the terms of the Agreement to extend its term.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms contained herein, the Parties agree as follows:

Section 3. Term of Agreement

The term of the Agreement is hereby extended for a period of 120 days from the original expiration date of June 30, 2025, making the new expiration date October 28, 2025. This agreement may be terminated earlier by mutual agreement of the Parties and upon the entry of a new school resource officer agreement.

This Amendment embodies the entire agreement between the School District, City, and Police Department with respect to the Amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

The undersigned agree to the terms of the First Amendment to the School Resource Office Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates written below.

WUSD SCHOOL BOARD

By: _____ Date: _____
Stephanie Hicks, School Board President

WHITEWATER POLICE DEPARTMENT

By:  Date: 05/21/25
Dan Meyer, Chief of Police

CITY OF WHITEWATER

By:  Date: 5/21/25
John Weidl, City Manager

SCHOOL RESOURCE OFFICER AGREEMENT

Item 4.

This Agreement is made pursuant to Sec. 66.0301, Wisconsin Statutes by and between the WHITEWATER UNIFIED SCHOOL DISTRICT (hereinafter "School District"), and the CITY OF WHITEWATER, a Wisconsin municipal corporation, (hereinafter "City"), through the CITY OF WHITEWATER 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 SRO in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Employment of School Resource Officers.

- A. The SRO(s) shall be employee(s) of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO 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 and School Board Policy 882.1-Rule.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. ~~It is understood and agreed that costs shared by the City and School District will remain in force if the assigned SRO has an extended leave of absence, which requires another Police Department officer(s) to be temporarily assigned to SRO duties.~~
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the officer(s) to be assigned to the SRO position to the Chief of Police who shall assign such officers. Building administrators who are dissatisfied with a SRO's performance shall document their concerns and provide them to the Chief of Police.
- E. One SRO shall be assigned to the School District.

2. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the Whitewater Professional Police Association (WPPA). Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- 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 district to include building principals or ~~District Administrator~~ Superintendent.

3. Term of Agreement.

Item 4.

The agreement shall be for the term of ~~July 1, 2019~~ July 1, 2025 through June 30, ~~2020~~ 2029 and shall automatically renew each July 1, for up to 5 years (through June 30, ~~2025~~ 2030) unless either party informs the other in writing prior to May 1 of its intent to not renew the agreement.

The agreement will be reviewed annually by both parties.

4. Purpose of This Understanding.

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

5. Duties of School Resource Officers.

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

- A. Be a visible, active law enforcement figure in the schools ~~supporting and promoting school safety.~~
- B. Assist the School District in dealing with specific law enforcement matters.
- C. Provide a classroom resource for law education using approved materials.
- D. Be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- E. Be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- F. Make appearances before administrative groups, parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics.
- G. Be the point of contact for all local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests on District premises, ~~in collaboration with District Administration whenever possible.~~
- H. 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. Develop plans and strategies with school administration to prevent and/or minimize dangerous situations which might result in student unrest.
- J. Coordinate all activities with the school administrator and concerned staff members and seek permission, guidance, and advice prior to enacting any programs within the school.
- K. Be first and foremost a law enforcement officer.
- L. Wear department uniform, business casual dress, and formal dress, 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.

M. Carry the department-issued or approved duty weapons in accordance with department policy.

N. Serve on Safety Team of the School District.

O. Issue parking tickets for the school in which assigned.

P. Develop and maintain positive communication between school staff, students, and parents.

Q. Assist school staff in establishing policies and procedures that will contribute to the safety of students and school staff.

R. When requested and appropriate, provide testimony and technical assistance to the District at expulsion hearings or other proceedings.

S. Coordinate and supervise security measures in conjunction with principals at school activities including sports events, dances, plays, etc.

6. 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.

C. Building Administrators will generally communicate directly with the SRO while the SRO is in the Building Administrator's school. For SRO related needs that occur while the SRO is not in the Building Administrator's school, requests for assistance should be made through dispatch. This ensures the most efficient and timely response, ensures proper documentation and logging of calls, and ensures all police department staff are aware of SRO activities in the event assistance from additional officers is needed quickly.

7. 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. Pursuant to Section 118.125(2)(d) of the Wisconsin Statutes, the parties agree that the District will make pupil records available to officers of Police Department who have been individually designated by the School Board and assigned to the School District (i.e., the SRO) and who have legitimate educational interests, including safety interests, in the pupil records.

C. The parties agree that any other disclosure of pupil records that is made by the District to the Police Department pursuant to this agreement shall be made only in the following circumstances:

1. The request for records is in connection with an emergency, and knowledge of the requested information is necessary to protect the health or safety of an individual. Sec. 118.125(2)(p), Wis. Stats.;

2. The person to whom the records are disclosed certifies in writing that the records concern the juvenile justice system and the system's ability to effectively serve the pupil and relate to an ongoing investigation or pending delinquency petition. Sec. 118.125(2)(n), Wis. Stats.; or
 3. The request is for the pupil's attendance record, and the pupil is under investigation for truancy or allegedly committing a criminal or delinquent act. Sec. 118.125(2)(cg), Wis. Stats.
 4. The request is justified based on other legal grounds approved by the school district.
- D. The parties also agree that, in the event the District makes any disclosure of pupil records pursuant to this agreement, the person to whom such records are disclosed must certify in writing that the records will not be disclosed to any other person or party, except as permitted by law.

8. 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:
1. the use, possession or distribution of alcohol, controlled substances or controlled substance analogue;
 2. the illegal possession by a juvenile of a dangerous weapon as defined in Wisc. Stat. sec. 939.22(10);
 3. 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
 4. 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 that disclosure will not adversely affect an ongoing investigation.
- D. The Police Department will make it a policy to notify District of any person enrolled in or employed by District that is registered with the Department of Corrections (DOC) as a sex offender.

9. Procedures

- A. The SRO will generally not be involved in ordinary school discipline that does not involve a suspected violation of law or ordinance.
- B. If an administrator believes that a municipal or criminal violation has occurred or is about to occur, the building administrator may request the SRO's involvement, who will conduct an investigation in conformance with the policies of the Police Department, except as otherwise modified by this agreement and School Board Policy 882.1-Rule.

- C. If the SRO or Police Department receives information regarding a possible violation of law or ordinance on District premises, or other incident on or off District premises that endangers the property, health, or safety of others at school (including threats), the SRO shall notify the administration as soon as possible. The SRO **will follow State Law as interpreted by the Walworth County District Attorney, and guidance provided in School Board Policy 445, and 445 Rule, to ensure efforts are made to** ~~will attempt to~~ notify the administration before conducting an investigation, unless the matter poses an imminent danger.
- D. The SRO shall notify the school administration of the results of an investigation into a possible violation of law or ordinance on District premises, or other incident on or off District premises that endangers the property, health, or safety of others at school (including threats) as soon as possible, as permitted by law.
- E. It will be the responsibility of the SRO to report all crimes, he or she is made aware of, 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 the SRO will be provided to the SRO.
- F. The SRO may assist the school administration in conducting a 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.

10. Police Interviewing of Students at School

- A. Students may be interviewed during school hours by the SRO, consistent with School Board Policy 882.1-Rule. Students may be interviewed during school hours by law enforcement officers other than the SRO in exigent circumstances.
- B. The SRO will communicate with Building Administrators on day-to-day police activities conducted at school buildings. Due to the sensitive nature of some investigations, or in an effort to maintain the integrity of an investigation, it may not always be possible for SROs to disclose information to Building Administrators immediately. In those situations, the Building Administrator or Superintendent will be notified when practicable.**
- C. The SRO, or law enforcement officer involved in an interview, will **follow State Law as interpreted by the Walworth County District Attorney, and when feasible, guidance provided in School Board Policy 445, and 445 Rule, regarding contacting** ~~make every effort to contact~~ a guardian before conducting the interview unless the interview is initiated by a student, involves child abuse, or concerns an urgent matter of health and safety.

11. 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 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.

12. 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 Section 948.605 of the Wisconsin Statutes. To avoid any disruption which could result, off-duty officers who choose 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.

13. Payment of the SRO Program Cost

A. SRO shall be paid through City payroll.

B. Program Cost includes budgeted wage, benefit, and payroll tax for SRO in accordance with the collective bargaining agreement between the Police Department and the WPPA. Program Cost excludes overtime and related additional pay, unless overtime is directly connected to a school related assignment, investigation, or function. Documentation of overtime may be requested and reviewed by the School District.

C. ~~Program Cost shall be shared by the City and~~ The School District shall pay a per diem rate of \$500 per day for SRO services.

1. ~~The School District shall be responsible for 60% of the annual Program Cost. The City will invoice the School District for these costs.~~ The Police Department will staff the School District with an SRO whenever feasible, however, must have the discretion not to staff an SRO due to staffing shortages, sick leave, vacation, court appearances, or other needs.
2. The City shall be responsible for any and all remaining costs.

14. Termination

A. In addition to termination as provided in Section 3, above, this Agreement may be terminated by either Party upon thirty (30) days written notice that any Party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either Party upon ninety (90) days written notice.

B. If the District terminates this Agreement pursuant to this section, the District will fulfill its obligations under Section 13 through the date of termination.

15. Miscellaneous

A. Modification. This document constitutes the complete understanding between the Department and District as to all matters addressed herein. Modifications to the terms shall be mutually agreed upon by the parties in writing and signed by the parties.

B. Non-Assignment. This agreement, and each covenant herein, shall not be capable of assignment, unless

the express written consent of the School Board and City is obtained.

Item 4.

- C. Merger. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.
- D. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- E. Entire Agreement. This Agreement constitutes the complete understanding between the Department and District as to all matters addressed herein. This Agreement shall supersede all prior agreements, understandings, or practices concerning such matters.
- F. Governing Law and Venue. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Wisconsin without regard to the law of conflicts.
- G. Waiver. Any failure of a Party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said Party thereafter to enforce each and every provision under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

WUSD SCHOOL BOARD

By: _____ Date: _____
Stephanie Hicks, School Board President

WHITEWATER POLICE DEPARTMENT

By: _____ Date: _____
Daniel A. Meyer, Chief of Police

CITY OF WHITEWATER

By: _____ Date: _____
John Weidl, City Manager

To: Common Council
From: John Weidl- City Manager
Date: May 16, 2025
Re: Council Direction on School Resource Officer RFP

This memo presents a detailed account of concerns arising from the Whitewater Unified School District's (WUSD) handling of the School Resource Officer (SRO) contract process. The intent is to document how the District did not engage in good-faith negotiation, likely violated Wisconsin Open Meetings Law, and has withheld key documents that informed its decision-making, all while signaling that it would still welcome a bid from the City. I am requesting formal Council direction on how to proceed.

This matter is before the Council to ensure complete public transparency and deliberate direction.

Chronology of Events and Summary of Issues

1. Council-Approved 120-Day Extension Was Never Considered

On April 15, 2025, the Common Council unanimously directed staff to offer a 120-day contract extension to allow time for the incoming Superintendent to assess the SRO program and potentially avoid disruption. This offer was accompanied by:

- A formal letter from Chief Meyer,
- A redlined draft contract for immediate review, and
- A sincere willingness to collaborate.

At a May 16 meeting (please see Chief Meyer's summary email) between WUSD representatives, City Council President and President Pro-Tem, and Chief Meyer, the District admitted:

- The School Board did not discuss the City's extension proposal,
- The Board never saw Chief Meyer's letter, and

Instead, the District proceeded to launch a competitive RFP process while keeping City officials in the dark about its release and timeline.

2. Board Used Closed Session to Discuss Undisclosed Grievance Document

The Board's agenda for the meeting, at which it chose to seek new proposals, cited Wis. Stat. § 19.85(1)(f), which permits closed-session discussion of sensitive personal data or disciplinary issues where public disclosure would likely harm an individual's reputation.

Specifically, the agenda included this language:

"...to discuss employee leave of absence, employee sick days, SRO agreement and contract negotiation, nonrenewals, and negotiations."

However, according to Chief Meyer's report:

- The SRO agreement itself was not discussed.
- Instead, an individual Board Member presented a document of grievances about an employee not employed by WUSD, which the administration had not compiled, vetted, or provided to the City.
- This document has still not been shared, although it informed Board direction and was used during a closed session claimed to be about personnel or contractual matters.

There is no legal justification under § 19.85(1)(f) to close a meeting to discuss a Board-authored grievance list that was neither disciplinary nor subject to HR oversight. This appears to be a misuse of closed session statutes.

If the document is not received before the next Common Council meeting, I intend to file a formal open records request. Council should also consider whether referral to the District Attorney or independent counsel is appropriate.

3. Lack of Transparency in the RFP Process

At the May 16 meeting, District officials admitted that:

- They did not know where the RFP was published,
- The City had not received the RFP, and
- An unnamed private entity had already received and planned to respond, despite no apparent public distribution.

The District further stated that any submission by the City should be reformatted to match the RFP language, which has yet to be provided. While they verbally expressed a preference for maintaining the Whitewater Police Department in schools, their actions contradict that claim.

This irregular process, paired with the failure to consider our formal proposal, raises legitimate concerns about whether the RFP was structured to allow meaningful participation from all providers or to validate a decision already made behind closed doors.

What the Public Should Know

As this issue moves into public discussion, and likely into media coverage or third-party commentary, the following must be made clear:

- The City of Whitewater adhered to every legal, ethical, and professional expectation: we proposed a path forward, thoroughly documented it, and remained responsive.
- The School District Administrator failed to fulfill their duty to ensure proper review of our proposal, resulting in decisions being made without transparency or adequate deliberation.
- The grievance list created by one of its members was used in closed session without legal grounds or public disclosure.
- The RFP was launched without notifying the City, while at least one outside entity was already preparing a response.
- Despite all of this, we are now being asked to submit a proposal into a process built on procedural shortcuts, undisclosed documents, and legal ambiguities.

The public deserves to understand that this is not a policy disagreement. It is a breakdown of basic governance, transparency, and accountability. We owe it to our residents, students, and officers not to lend credibility to a process that has been deeply flawed from the outset.

Council Direction Requested

To proceed responsibly, I request Council direction on the following:

1. Whether the City should submit a response to the RFP by May 27 or instead formally decline to participate due to legal and ethical concerns.
2. Whether to initiate a formal open records request for the grievance document, and if not received, consider legal review of the Board's use of closed session under § 19.85(1)(f).
3. Whether to notify the District Attorney of a potential violation of Open Meetings Law due to the use of undisclosed documents and improper statutory citation.

This memo does not ask the Council to pick a side. It lays out the record as it occurred. The public deserves to see how the sausage was made. Now it is for the Council to decide whether participation in this process is appropriate, given what we now know.

Best-



John S. Weidl
City Manager, City of Whitewater
JSW

Sabrina Ojibway

From: Heather Boehm
Sent: Wednesday, May 21, 2025 9:45 AM
To: Dan Meyer
Subject: FW: Motion

See below for the motion from last night's CC meeting regarding SRO.

Thank you,

Heather Boehm
 City Clerk



312 W. Whitewater St., Whitewater, WI 53190
 (262)473-0102 | hboehm@whitewater-wi.gov

Upcoming 2026 Elections

02/17/26- February Primary (if needed)
 04/07/26- Spring Election
 08/11/26- Partisan Primary Election
 11/03/26- Partisan General Election

Register or Request Absentee Ballot here: <https://myvote.wi.gov/en-us/>

"What they hate in you is missing in them. Keep Shining" - unknown

The City of Whitewater will be starting a monthly newsletter! Subscribe to receive the latest news, public service announcements & updates, and upcoming events delivered to your inbox. Subscribe:

<https://lp.constantcontactpages.com/su/g8U4Af4/whitewater>

From: John Weidl <jweidl@whitewater-wi.gov>
Sent: Tuesday, May 20, 2025 6:45 PM
To: Tim Brovold <tbrovold@russelllawwi.com>; Heather Boehm <hboehm@whitewater-wi.gov>
Subject: Motion

Check this for accuracy. However, this is what I believe Patrick read into the record.

I move that the City of Whitewater decline to submit a response to the School District's SRO Request for Proposals and instead reaffirm the City's April 15th offer of a 120-day contract extension.

Be it further moved that the City submit a revised draft agreement for School Resource Officer services and request a joint meeting between representatives of the City Council, School Board, Chief of Police, and legal counsel and with participation from the District Attorney as offered, specifically to facilitate discussion on investigation protocols and parental notification procedures where legal and safety considerations may limit disclosure.

The purpose of this joint meeting shall be to address the following:

1. Standardized protocols for incident investigation and reporting,
2. A revised evaluation and feedback submission process that includes formal documentation and continued written input from building administrators,
3. Expectations for SRO backfill coverage during training, court appearances, or other absences.

Best, - JSW

John S. Weidl
City Manager, City of Whitewater

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