



Wauwatosa, WI

Government Affairs Committee

Meeting Agenda

Tuesday, May 12, 2026

6:45 PM

Common Council Chambers and Zoom:
<https://servetosa.zoom.us/j/86222394038>,
Meeting ID: 862 2239 4038

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

GOVERNMENT AFFAIRS COMMITTEE ITEMS

1. Consideration of application for Fireworks User Permit by Greg Pappas, Blue Mound Golf and Club, for the property address located at 10122 W. North Avenue for a 15-minute firework display on June 20, 2026, from 9:15 P.M. - 9:30 P.M. [26-0672](#)
2. Consideration of renewal applications for certain licenses for the 2026-2027 licensing period: Amusement Arcade, Theaters [26-0781](#)
3. Consideration of retail Class A/B/C alcohol license renewal applications for the 2026-2027 license period [26-0787](#)
4. Consideration of applications for temporary extensions of licensed premise by Lowlands 6, LLC, d/b/a Buckatabon Tavern & Super Club, and DRI 7 Tosa Village, LLC, d/b/a Café Hollander, 7677 W. State Street, for Art64 on June 5-6, 2026, Tosa Village Classic (Tour of America's Dairyland) on June 28, 2026, and Tosa Fest on September 11-12, 2026 [26-0828](#)
5. Consideration of amendment to Section 6.08.320 of the Wauwatosa Municipal Code to extend the application deadline for Temporary Class "B" Beer and Temporary "Class B" Wine licenses (Temporary Picnic License) from two to ten days before the event [26-0345](#)

6. Consideration of request for approval to execute a five-year intergovernmental agreement (IGA) with the Milwaukee County Office of Emergency Management EMS Division (2026-2031) [26-0684](#)
7. Consideration of approval of a memorandum of understanding (MOU) for mutual aid and fire suppression services with the State of Wisconsin Department of Natural Resources (DNR) [26-0708](#)
8. Consideration of amendments to Section 2.04.020 of the Wauwatosa Municipal Code related to vacation of the office of alderperson; selection of replacement [26-0276](#)
9. Consideration of proposal to dissolve the City of Wauwatosa Board of Parks and Forestry Commissioners [26-0755](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Wauwatosa, WI

Staff Report

File #: 26-0672

Agenda Date: 5/12/2026

Agenda #: 1.

Consideration of application for Fireworks User Permit by Greg Pappas, Blue Mound Golf and Club, for the property address located at 10122 W. North Avenue for a 15-minute firework display on June 20, 2026, from 9:15 P.M. - 9:30 P.M.

Submitted by:

Deyanira Nevarez, City Clerk

Department:

Municipal Services - City Clerk's Office

A. Issue

Greg Pappas has submitted an application for a Fireworks User Permit on June 20, 2026, from 9:15 PM - 9:30 PM at Blue Mound Golf & Country Club located at 10122 W. North Avenue.

B. Background

The applicant is requesting a Fireworks User Permit for a 15-minute display. The supplier of the fireworks is Wolverine Fireworks Display, Inc.

C. Department Reviews



Police: approved




Fire: approved


D. Requested Action




If acceptable, recommend the Common Council approve the applications for a Fireworks User Permit by Greg Pappas, for the property address located at 10122 W. North Avenue for 15 minute fireworks display on June 21, 2026, from 9:15 PM - 9:30 PM.


Pappas, Greg
 Blue Mound Golf ...
 ID-000006515


GP  

Applicant  Event Orga...  

 Business Phone
 (414) 831-1708


 Email
gregp@bmgcc.org  

 Main Address
 10122 West North Ave Wauwatosa, WI
 53226

 Title


Billing Contact

General Info

*Date Requested 
 06/20/2026

Beginning Time
 09:15 PM

End Time
 09:30 PM

Rain Date 
 06/21/2026

Rain Date Beginning Time
 09:15 PM

Rain Date Ending Time
 09:30 PM



205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at www.wolverinefireworks.com

Blue Mound Golf & Country Club

6/20/2026

Time: Approx 9:15pm

Approx.

68-3" SHELLS

48-4" SHELLS

32-5" SHELLS

108-3" FINALE SHELLS

-No Salutes, all color shells



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Sally Boyce PHONE (A/C. No. Ext): 425-897-6026 E-MAIL ADDRESS: ssboyce@tpgrp.com		FAX (A/C. No): 425-455-6727
	INSURER(S) AFFORDING COVERAGE		
INSURED Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	14347	INSURER A : Palomar Excess and Surplus Insurance Company INSURER B : Continental Indemnity Company INSURER C : Allianz Global Corporate & Specialty SE INSURER D : INSURER E : INSURER F :	NAIC # 16754 28258

COVERAGES

CERTIFICATE NUMBER: 223945019

REVISION NUMBER:

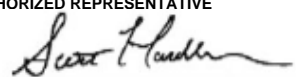
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		AESPLMRGL2600021	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BESCRMNI01160117125501	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			25QS1585	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
 Display Dates: 6/20/2026, 6/27/2026
 Display Location- Blue Mound Golf & Country Club Property
 Additional Insureds: Blue Mound Golf & Country Club, City of Wauwatosa

CERTIFICATE HOLDER**CANCELLATION**

Blue Mound Golf & Country Club 10122 W. North Ave Wauwatosa WI 53226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Blue Mound Golf & Country Club
No Shells larger than 6" requiring a 420' fall out zone in all directions

Legend

- Blue Mound Golf and Country Club
- Parking Area
- Spectator Viewing Area



Google Earth
©2018 Google



Wauwatosa, WI

Staff Report

File #: 26-0781

Agenda Date: 5/12/2026

Agenda #: 2.

Consideration of renewal applications for certain licenses for the 2026-2027 licensing period: Amusement Arcade, Theaters

Submitted by:

Deyanira Nevarez, City Clerk

Department:

Municipal Service - City Clerk's Office

A. Issue

The City Clerk's Office issues Amusement Arcade and Theater licenses to qualifying establishments. The licensing period for these licenses runs from July 1 to June 30.

Sections 6.12 and 6.68 of the Wauwatosa Municipal Code establish these licenses and require annual Council review and approval.

Included in the agenda packet is a list of all Arcade and Theater licensees that have submitted renewal applications for the 2026-2027 licensing period.

B. Departmental Reviews

License renewal applications were routed to the Police Department for review. Comments are listed below.

Police Department: The Police Department has reviewed all police related calls to any licensed entertainment businesses within the city for the time period of 1/1/25 to 4/20/26. Although some locations require a police response on a regular basis, these issues are often not the direct responsibility of the site ownership or management. The Department recommends reapproving the establishments as shown in the attached document.

C. Recommendation

I recommend that the Common Council grant the renewal of the Amusement Arcade and Theater licenses included in the attached list for the 2026-2027 licensing period.

**Amusement Arcade and Theater Licenses
Renewals – 2026-2027 Licensing Period**

Amusement Arcade

1. 67 North LLC, d/b/a The Waddle Inn, 6707 W. North Avenue
2. 6930 Bar LLC, d/b/a Walter's on North, 6930 W. North Avenue
3. AMF Bowling Centers, Inc., d/b/a Bowlero Wauwatosa, 11737 W. Burleigh Street
4. Camp Bar Inc., d/b/a Camp Bar, 6600 W. North Avenue
5. Dave & Busters of Wisconsin Inc., d/b/a Dave & Busters, 2201 N. Mayfair Road

Theater

1. American Multi-Cinema Inc., d/b/a AMC Theatres Mayfair 18, 2500 N. Mayfair Road
2. Neighborhood Theater Group LLC, d/b/a Rosebud Cinema, 6823 W. North Avenue



Wauwatosa Police Department

Departmental Correspondence

DATE: 4/21/26
TO: City Clerk
CC: Chief James MacGillis
FROM: Capt. Luke Vetter
SUBJECT: **Police Activity Related to Entertainment License Reviews**
ATTACHED: 2025-2026 List of all Entertainment Licenses

City Clerk Office-

The Police Department has reviewed all police related calls to any licensed entertainment businesses within the city for the time period of 1/1/25 to 4/20/26.

Although some locations require a police response on a regular basis, these issues are often not the direct responsibility of the site ownership or management. The Department recommends reapproving the establishments as shown in the attached document.

Respectfully,

A handwritten signature in black ink that reads "Luke Vetter".

Capt. Luke Vetter
Administrative Bureau



Wauwatosa, WI

Staff Report

File #: 26-0787

Agenda Date: 5/12/2026

Agenda #: 3.

Consideration of retail Class A/B/C alcohol license renewal applications for the 2026-2027 license period

Submitted by:

Deyanira Nevarez

Department:

City Clerk

A. Issue

The City Clerk's Office administers Retail Alcohol Licenses for qualifying establishments. The licensing period for these licenses runs from July 1 to June 30.

Section 6.08 of the Municipal Code establish the requirements for retail alcohol licensing and mandate annual Council review and approval.

Included in the agenda packet is a list of all retail alcohol licensees that submitted renewal applications for the 2026-2027 license period.

B. Qualifications

Criminal background checks were conducted on all agents listed on the applications. There were no convictions that were substantially related to licensing activities and/or no habitual offenses. The Agents and the businesses meet all other qualifications of Wis. Stat. Ch. 125.

C. Department Reviews

The application was routed to the City's, Police, Fire, Finance, Health and Development Department for review. Comments are outlined below.

Police: No issues.

Fire: No issues.

Finance: No issues.

Health: No issues

Development: No issues.

D. Notable Mentions

The following businesses have communicated to us that they have chosen not to renew:

- Hotel Investment Group LLC, Sonesta Hotel, Jatin Patel - Agent, 10499 Innovation Dr.
- Jose's of Wauwatosa Inc, Jose's Blue Sombrero, George Flees - Agent, 7615 W State St.
- AHTRST Concessions LLC, Springhill Suites Wauwatosa, Cortez Benavidez - Agent, 10411 W Watertown Plank Rd.
- PM1MGR LLC, Pizza Man Wauwatosa, Michael Behrens - Agent, 11500 W Burleigh St.

The following businesses have new Agents:

- Fortune Wisconsin LLC, Empire Fish, Jacob Grudnowski - Agent, 11200 W. Watertown Plank Rd.
- Meijer Stores Limited Partnership, Meijer Store #277, Chad Kirchner - Agent, 11111 W. Burleigh St.
- 67 North LLC, The Waddle Inn, Philip Gilespe - Agent, 6715 W North Ave.
- Mega Marts LLC, Metro market #885, Tina Garland - Agent, 6950 W State St.
- Whole Foods Market Group Inc, Whole Foods Market, Brooke Remitz - Agent, 11100 W Burleigh St.
- Aladdin Food Management Services LLC, Aladdin Food Management Services, Todd Hemphill - Agent, 8701 Watertown Plank Rd.
- Fortune Wisconsin LLC, Empire Fish, Manjinder Singh - Agent, 6607 W North Ave.
- Kwik Trip Inc., Kwik Spirits 523, Nikhilkumar Patel - Agent, 3122 N Mayfair Rd.
- Metcalfe Foods - Tosa, Inc., Metcalfe Markets, Laura Curran - Agent, 6700 W State St.
- Target Corporation, Target Store T-2586, Justin Wallschlager - Agent, 3900 N 68th St.
- Walgreen Company, Walgreens #10196, Austin Kort - Agent, 6600 W State St.
- Walgreen Company, Walgreens #04095, Jailin Smiley - Agent, 10800 W Capitol Dr.
- Walgreen Company, Walgreens #03578, Brett Zingsheim - Agent, 2275 N Mayfair Rd.

E. Recommendation

I recommend that the Common Council grant the renewal of the retail Class A/B/C alcohol license included in the attached list for the 2026-2027 licensing period.

NOTICE OF ALCOHOL BEVERAGE LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that the following has applied for a license to sell intoxicating liquor and/or fermented malt beverages in the City of Wauwatosa for the license year ending June 30, 2027.

CLASS "B" BEER AND "CLASS B" LIQUOR - RENEWAL

6930 Bar LLC, Walter's on North, Jasmine O'Brien – Agent, 6930 W. North Ave.
Alioto's Restaurant, Inc., Alioto's Restaurant, Thomas Warren – Agent, 3041 N. Mayfair Rd.
American Multi-Cinema, Inc., AMC Theatres Mayfair 18, Matthew Stadler – Agent, 2500 N. Mayfair Rd.
Ca'Lucchenzo LLC, Ca'Lucchenzo, Sarah Baker – Agent, 6030 W. North Ave.
Colonel Harts LLC, Colonel Harts, Patrick Modl – Agent, 7342 W. State St.
DRI 7 Tosa Village LLC, Café Hollander, Eric Wagner – Agent, 7677 W. State St.
Eddie Martini's Enterprises, Inc, Eddie Martini's, Christopher Murphy – Agent, 8612 Watertown Plank Rd.
Golden Nest LLC, Golden Nest Pancake & Café, Sklkim Saliu – Agent, 11250 W. Burleigh St. #120
Harwood Place Inc, Harwood Place, Ryan Ptacek – Agent, 8220 Harwood Ave.
JOFMO LLC, Lucky Joes Alchemy & Eatery, Jarod Packard – Agent, 1427 Underwood Ave.
Leff's Lucky Town, LLC, Leff's Lucky Town, Christopher Leffler – Agent, 7208 W. State St.
Maggios Wood Fired Pizza LLC, Maggios Wood Fired Pizza, Jeremy Maggio – Agent, 7212 W. North Ave.
Mayfair Martini LLC, Jojo's Martini Lounge, John Robinson – Agent, 418 N. Mayfair Rd. Ste C
P.F. Chang's China Bistro, Inc. P.F. Chang's China Bistro, Prince Kuumba – Agent, 2500 N. Mayfair Rd.

CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR - RENEWAL

Camp Bar Inc, Camp Bar, Paul Hackbarth – Agent, 6600 W. North Ave.
Friends of Hoyt Park & Pool, Friends of Hoyt Park & Pool, Elsa Knysak – Agent, 1800 N. Swan Blvd.
Heritage Inn of Sacramento, Homewood Suites Wauwatosa, John Porior – Agent, 11320 W. Burleigh St.
JAK Hotel LLC, Springhill Suites Wauwatosa, Kevin Patel – Agent, 10411 W. Watertown Plank Rd.
Lion's Tail Brewing Co. LLC, Lion's Tail Brewing Co., Alexander Wenzel – Agent, 8520 W. North Ave.
Mayfair Hotel Holdings, LLC, Renaissance Milwaukee West Hotel, Michael Laughran – Agent, 2300 N. Mayfair Rd.
Nordstrom, Inc. , Nordstrom Marketplace Café, Veronica Jenquine – Agent, 2424 N. Mayfair Road.
North 48 MKE LLC, North 48 Bar, Jordan Cole – Agent, 7603 W State St.
Tosa Hotel LLC, Residence Inn by Marriott, Dianne Heuvelmans – Agent, 1300 Discovery Pkwy.

CLASS "B" BEER AND "CLASS C" WINE - RENEWAL

Neighborhood Theater Group LLC, Rosebud Cinema, Jane Schilz – Agent, 6823 W North Ave.
Rice N Roll Inc, Kin By Rice N Roll, Pramoht Lertsinsongserm – Agent, 7484 W. State St.
Scatback LLC, Pipsqueak Wine, Jonathan Blechman – Agent, 6410 W. North Ave.

CLASS "A" BEER ONLY - RENEWAL

Hayward Pharmacy Inc, Swan Serv-U Pharmacy, Randall Dawes – Agent, 9130 W. North Ave.

CLASS "A" BEER AND "CLASS A" LIQUOR - RENEWAL

Aldi Inc. (Wisconsin), Aldi #11, Paul Lee – Agent, 12120 W. Burleigh St.
Fortune Wisconsin LLC, Empire Fish, Jacob Grudnowski – Agent, 11200 W. Watertown Plank Rd.
Meijer Stores Limited Partnership, Meijer Store #277, Chad Kirchner – Agent, 11111 W. Burleigh St.

Outpost Natural Foods Cooperative, Outpost Natural Foods, Edward Sender – Agent, 7000 W. State St.
Sendik's – Wauwatosa LLC, Sendik's Food Markets, Theodore Balistreri – Agent, 8616 W. North Ave.
Wisconsin CVS Pharmacy, L.L.C., CVS Pharmacy #8771, Corrie Michalowski – Agent, 7520 W. Blue Mound Rd.

Deyanira Nevarez
City Clerk

To be published: April 29, 2026

NOTICE OF ALCOHOL BEVERAGE LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that the following has applied for a license to sell intoxicating liquor and/or fermented malt beverages in the City of Wauwatosa for the license year ending June 30, 2027.

CLASS “B” BEER ONLY – RENEWAL

Airport Pizza Roc, Inc., Rocky Rococo Pan Style Pizza, Earl Rambo – Agent, 11319 W. Blue Mound Rd.

CLASS “B” BEER AND “CLASS B” LIQUOR - RENEWAL

AMF Bowling Centers, Inc, AMF Bowlero Lanes, Joey Reyes – Agent, 11737 W. Burleigh St.
Anna-Bart LTD, Ristorante, Bartolotta, Christian Damiano – Agent, 7616 W. State St.
Arbed Tosa 100, LLC, Mo’s Irish Pub, James Vassallo – Agent, 10842 W. Blue Mound Rd.
Blue Mound Golf & Country Club, Blue Mound Golf & Country Club, Greg Pappas – Agent, 10122 W. North Ave.
Club Tap LLC, Club Tap, Nicole Summerfield – Agent, 8828 W North Ave.
Colonel Harts LLC, Colonel Harts, Patrick Modl – Agent, 7342 W. State St.
Cranky Al’s LLC, Cramky Al’s , Joseph Carioti – Agent, 6901 W. North Ave.
Footbowl LLC, First and Bowl, Timothy Johnson – Agent, 2969 N. 114th St.
Craftspot LLC, Greyhouse Creative Market, Adrienne Resse – Agent, 6228 W State St.
Hospitality Franchise Group LLC, Il Mito Enoteca, Maricela Feker – Agent, 6913 W. North Ave.
Htoo Asian Cuisine, Htoo Asian Cuisine and Sushi, Ransom Htoo– Agent, 8820 W North Ave.
JSMKL, Inc, Jackson’s Blue Ribbon Pub, Kayla Aicher – Agent, 11302 W Blue Mount Rd.
Kalgidhar Corporation, Indian Garden, Charnjit Bolla – Agent, 2930 N. 117th St.
KHP Wauwatosa LLC, Kpot Korean BBQ & Hotpot, Bryan Pham – Agent, 2635 N. Mayfair Road
Le Reve Patisserie & Café LLC, Le Reve Patisserie & Café, Andrew Schneider – Agent, 7610 Harwood Ave.
Lost Brave LLC, Draft & Vessel Tosa, Nathaniel Davauer – Agent, 7479 Harwood Ave.
Maggios Wood Fired Pizza LLC, Maggios Wood Fired Pizza, Jeremy Maggio – Agent, 7212 W. North Ave.
Mex Ave Tosa LLC, Mex Ave Tosa, Melissa Escobar – Agent, 11200 W Burleigh St.
Perfecto Restaurant Group 2 Inc, Habanero’s Mexican Kitchen, Angel-Gabriel Melendez – Agent, 869 N. Mayfair Rd.
Pizzeria Piccola LLC, Pizzeria Piccola, Christian Damiano – Agent, 7606 W. State St.
Ray’s Growler Gallery LLC, Ray’s Growler Gallery, Anthony Marble – Agent, 8930 W North Ave.
RAZ Hospitality Group, Allys Powerhouse Café, Rodney Zimmerman – Agent, 10460 W. Innovation Dr.
The Cheesecake Factory Restaurants, Inc., The Cheesecake Factory, Steve Shirvinski – Agent, 2350 N. Mayfair Rd.
The Ruby Tap, LLC, The Ruby Tap, Brooke Smith – Agent, 1341 Wauwatosa Ave.
The Village Cheese Shop LLC, The Village Cheese Shop, Sabina Magyar – Agent, 1430 Underwood Ave.

CLASS “B” BEER AND RESERVE “CLASS B” LIQUOR - RENEWAL

67 North LLC, Growlers East Tosa, Phillip Gillespie – Agent, 6715 W. North Ave.
BelAir Cantina Tosa Inc, BelAir Cantina Tosa, Kristyn Eitel – Agent, 6817 W. North Ave.
Crafty Cow Tosa LLC, Crafty Cow, Simone Gaspar – Agent, 6519 W. North Ave.
Cuppa Tosa Kitchen & Café LLC, Susan Modesto – Agent, 11320 W Blue Mound Rd.
Ferch’s Craffthouse LLC, Ferch’s Craffthouse Grille, Rebecca Henningsen – Agent, 418 N Mayfair Rd.
Lowlands 6, LLC, Buckatabon Tavern & Supperclub, Eric Wagner – Agent, 7701 Harwood Ave.
Mayfair Hotel Holdings, LLC, Renaissance Milwaukee West Hotel, Michael Laughran – Agent, 2300 N. Mayfair Rd.
Mega Marts, LLC, Metro Market #885, Tina Garland– Agent, 6950 W. State St.
Pour Incorporated, Pour Inc, Thomas Gabert – Agent, 7300 W Chestnut St.
Sober Life LLC, The Mana Tap, Bhupinder Singh – Agent, 10600 W Blue Mound Rd.

Whole Foods Market Group Inc, Whole Foods Market, Brooke Remitz – Agent, 11100 W. Burleigh St.

CLASS “B” BEER AND “CLASS B” OVER-THE-QUOTA EXEMPT - RENEWAL

Texas de Brazil (Milwaukee) Corporation, Texas de Brazil, Lester Diaz Rodriguez – Agent, 2550 N. Mayfair Rd.

CLASS “B” BEER AND “CLASS B” LIQUOR PREMIER ECONOMIC DEVELOPMENT - RENEWAL

Bangkok Kaizen LLC, Bangkok Kaizen, Wanatphong Jitphungtham – Agent, 11200 W Burleigh St.
Crafty Crab Wauwatosa Inc., Crafty Crab, Hong Lin – Agent, 11340 W. Burleigh St.

CLASS “B” BEER AND “CLASS C” WINE - RENEWAL

Aladdin Food Management Services LLC, Aladdin Food Management Services, Tod Hemphill – Agent, 8701 Watertown Plank Rd.

Irish Festivals, Inc., CelticMKE, Cailin Branchford – Agent, 1532 Wauwatosa Ave.

Joys Ice Cream LLC, Joy Ice Cream Social, Elizabeth Joy – Agent, 8334 North Ave.

Kelly’s Greens LLC, Kelly’s Greens, Erin Kelly – Agent, 8932 W North Ave.

Munshel Foods LLC, Midtown Grill, Pamela Shearer – Agent, 8913 W North Ave.

Primed Life LLC, The Local Makery, Tim Walsh – Agent, 2289 Ludington Ave.

Vendetta Coffee Bar LLC, Vendetta Coffee Bar, William Haley – Agent, 7613 W State St.

“CLASS C” WINE ONLY – RENEWAL

AV Nail Spa Mayfair, LLC, Anthony Vince Nail Spa, Chi Nguyen – Agent, 11250 W. Burleigh Street

CLASS “A” BEER AND “CLASS A” LIQUOR - RENEWAL

Badesha Corporation, Tosa Liquor, Manjinder Singh – Agent, 6607 W. North Ave.

Kwik Trip Inc, Kwik Trip Spirits 523, Clayton Perron – Agent, 11712 W. North Ave.

Mayfair Inc., Mayfair Liquor, Nikhilkumar Patel – Agent, 3122 N. Mayfair Road

Mayfair Liquor LLC, Mayfair Spirits Wine & More, Mandeep Kaur – Agent, 737 W Mayfair Road

Mega Marts, LLC, Pick ‘N Save #416, Sabine Kosanke – Agent, 1717 N. Mayfair Rd.

Metcalfe Foods-Tosa Inc, Metcalfe Markets, Laura Curran – Agent, 6700 W. State St.

Naisha Spirits LLC, Breeze Thru Wine & Spirits, Tusher Kolhe – Agent, 11104 W. Bluemound Road

Ray’s Wauwatosa, Inc., Ray’s Wine & Spirits, Anthony Marble – Agent, 8930 W. North Ave.

Tabal Chocolate LLC, Tabal Chocolate, Mattisson Voell – Agent, 7515 Harwood Ave.

Target Corporation, Target Store T-2586, Justin Wallschlager – Agent, 3900 N. 124th St.

Ultimate Confections Inc., Ultimate Confections, Patrick Murphy – Agent, 800 N. 68th St.

Walgreen Company, Walgreens #03578, Brett Zingsheim – Agent, 2275 N. Mayfair Rd.

Walgreen Company, Walgreens #04095, Jailin Smiley – Agent, 10800 W. Capitol Dr.

Walgreen Company, Walgreens #04253, Michelle Gulden – Agent, 2656 Wauwatosa Ave.

Walgreen Company, Walgreens #10196, Austin Korth – Agent, 6600 W. State St.

Deyanira Nevarez
City Clerk

To be published: May 13, 2026



Wauwatosa Police Department

Departmental Correspondence

DATE: 4/17/26
TO: City Clerk Office
CC: Chief James MacGillis
FROM: Capt. Luke Vetter
SUBJECT: **Police Activity Related to Liquor License Reviews**
ATTACHED: 2025-2026 List of All Alcohol Licenses

City Clerk Office-

The Police Department has reviewed all calls to police related to any licensed liquor businesses within the city for the time period of 1/1/25 to 4/13/26.

Although some locations require a police response on a regular basis, these issues are often not the direct responsibility of the site ownership or management. The Department recommends reapproving the establishments as shown in the attached document.

Respectfully,

A handwritten signature in black ink, appearing to read "Luke Vetter".

Capt. Luke Vetter
Administrative Bureau



Wauwatosa, WI

Staff Report

File #: 26-0828

Agenda Date: 5/12/2026

Agenda #: 4.

Consideration of applications for temporary extensions of licensed premise by Lowlands 6, LLC, d/b/a Buckatabon Tavern & Super Club, and DRI 7 Tosa Village, LLC, d/b/a Café Hollander, 7677 W. State Street, for Art64 on June 5-6, 2026, Tosa Village Classic (Tour of America's Dairyland) on June 28, 2026, and Tosa Fest on September 11-12, 2026

Submitted by:

Deyanira Nevarez

Department:

City Clerk

A. Issue

Lowlands 6, LLC d/b/a Buckatabon Tavern & Super Club, and DRI 7 Tosa Village, LLC, d/b/a Café Hollander have requested an extension of licensed premises at 7677 W. State Street

B. Background/Options

The request is for three different events:

- Art64 on June 5-6, 2026
- Tosa Village Classic (Tour of America's Dairyland) on June 28, 2026
- Tosa Fest on September 11-12, 2026

For all three events, operations will remain the same as in last year's approved applications. They will remove the existing sidewalk tables along the north wall and set up a beer tent in their place.

C. Department Reviews

Police: No issues.

D. Recommendation

If acceptable, recommend the Common Council approve the applications for temporary extension of licensed premises by Lowlands 6, LLC d/b/a Buckatabon Tavern & Super Club and DRI 7 Tosa Village, LLC, d/b/a Café Hollander, 7677 W. State Street, for Art64 on June 5-6, 2026, Tosa Village Classic (Tour of America's Dairyland) on June 28, 2026, and Tosa Fest on September 11-12, 2026.

Applicant *

Lowlands 6, LLC

D/B/A: *

BUCKATABON TAVERN & SUPPERCLUB

Date(s) & Time(s) of events: *

6/05-6/06/26

For the question below, please describe in detail.

Description of the temporary extended premises *

**SET UP TENT FOR BAR/FOOD ON STATE STREET
NORHT, SLIGHTLY WEST OF BUILDING**

Applicant *

Lowlands 6, LLC

D/B/A: *

BUCKATABON TAVERN & SUPPERCLUB

Date(s) & Time(s) of events: *

6/28/2026

For the question below, please describe in detail.

Description of the temporary extended premises *

**SET UP TENT FOR BAR/FOOD ON STATE STREET
NORTH, SLIGHTLY WEST OF BUILDING**

Applicant *

Lowlands 6, LLC

D/B/A: *

BUCKATABON TAVERN & SUPPERCLUB

Date(s) & Time(s) of events: *

9/11-9/12/26

For the question below, please describe in detail.

Description of the temporary extended premises *

**SET UP TENT FOR BAR/FOOD ON STATE STREET
NORTH, SLIGHTLY WEST OF BUILDING**

Applicant *

DRI 7 Tosa Village, LLC

D/B/A: *

CAFE HOLLANDER

Date(s) & Time(s) of events: *

6/05-6/06/26



For the question below, please describe in detail.

Description of the temporary extended premises *

REMOVE EXISTING SIDEWALK TABLES ON NORTH
WALL & SET UP BEER TENT



Applicant *

DRI 7 Tosa Village LLC

D/B/A: *

Cafe Hollander

Date(s) & Time(s) of events: *

7/28/26
event is 2pm-10pm



For the question below, please describe in detail.

Description of the temporary extended premises *

north of premise, table set on State Street



Applicant *

DRI 7 Tosa Village, LLC

D/B/A: *

CAFE HOLLANDER

Date(s) & Time(s) of events: *

9/11-9/12/26



For the question below, please describe in detail.

Description of the temporary extended premises *

REMOVE EXISTING SIDEWALK TABLES ON NORTH WALL & SET UP BEER TENT





Wauwatosa, WI

Staff Report

File #: 26-0345

Agenda Date: 5/12/2026

Agenda #: 5.

Consideration of amendment to Section 6.08.320 of the Wauwatosa Municipal Code to extend the application deadline for Temporary Class "B" Beer and Temporary "Class B" Wine licenses (Temporary Picnic License) from two to ten days before the event

Submitted by:

Deyanira Nevarez

Department:

City Clerk

A. Issue

The current ordinance requires Temporary Class "B" Beer and "Class B" Wine license applications to be filed at least two (2) days prior to an event. This timeline is no longer sufficient for the Clerk's Office to complete the required review, verification, and processing steps.

B. Background/Options

Wisconsin Statutes 125.26(6) and 125.51(10)(a), and Section 6.08.320(C) of the Wauwatosa Municipal Code allow eligible organizations to apply for Temporary Class "B" licenses for events such as picnics, gatherings, and fairs.

The current ordinance requires applications to be submitted at least two days before the event for Temporary Class "B" Beer and Temporary "Class B" Wine licenses. It is no longer practical to complete the full review process within that time frame. To ensure applications are processed accurately and in compliance with the ordinance, the Clerk's Office carries out the following steps:

- Confirm the organization meets all eligibility requirements under the ordinance
- Verify all required application materials are complete
- Conduct background checks on appointed agents
- Coordinate with the Police Department for review
- Invoice and process payments
- Issue the license as authorized

A two (2) day turnaround no longer provides the necessary time to complete these tasks accurately and consistently. This creates unnecessary pressure on staff and increases the risk of errors or delays.

C. Recommendation

The City Clerk's Office recommends that the committee approve an amendment to Wauwatosa Municipal Code Section 6.08.320(C) to update the filing deadline for temporary Class "B" beer and "Class B" wine license applications from two (2) days to ten (10) days before the event.

6.08.320 Retail License Classifications And Fees

There shall be three classes of licenses as follows:

1. Class "A" retailers' license, when issued by the city clerk under authority of the common council, shall entitle the holder thereof to sell fermented malt beverages not to be consumed upon the premises where sold. The fee for such class "A" license is that set forth in the fee schedule resolution adopted by the common council. Such license shall designate the specific premises for which it is granted and shall expire on June 30th thereafter. The full license fee shall be charged for the whole or fraction of the year. A class "A" license shall be granted only to persons or corporations who sell or offer for sale any fermented malt beverages to any person other than a dealer and who conduct a beer depot, bona fide grocery, delicatessen or drug store upon the premises on which the fermented malt beverages contemplated by such license are to be sold.
2. A class "B" retailer's license, when issued by the city clerk under authority of the common council, shall entitle the holder thereof to sell fermented malt beverages either to be consumed on the premises where sold or away from such premises. The fee for such class "B" license is as shown in the fee schedule for the whole or fraction of the year. All class "B" licenses shall expire on June 30th following date of issue. A class "B" license may not be issued to any person acting as agent for or in the employ of another except that this restriction does not apply to a hotel or restaurant which is not a part of or located on the premises of any mercantile establishment, or to a bona fide club, society or lodge that has been in existence for at least six months before the date of application. A class "B" license for a hotel, restaurant, club, society or lodge may be issued in the name of an officer who shall be personally responsible for compliance with all licensing requirements.
3. Temporary class "B" beer and temporary "class B" wine licenses may be issued by the city clerk under the authority of the common council to bona fide clubs, to state, county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations authorizing the sale of fermented malt beverages or wine at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. The fee for a temporary class "B" beer license and "class B" wine license, shall be set forth in the consolidated fee schedule. Application for said license shall be made by an officer or officers who shall appoint an agent who shall be personally responsible for satisfying all of the terms and provisions of this chapter. Applications shall be filed with the city clerk at least ~~two~~ ten days prior to the time when the picnic, gathering or meeting for which the license is sought is to be held. The city clerk shall issue the license upon payment of the license fee required without referring any of the applications to the common council for action.
4. Not more than two "class B" temporary wine licenses may be issued to the applicant in any twelve month period. No beer or wine shall be served or sold between the hours of twelve midnight and eleven a.m. under the terms of this license.

5. The city clerk shall within twenty-four hours after the issuance of the license inform the chief of police of the date, place and event for which the license has been issued. The police department may check the event and report any violations of law to the common council.



Wauwatosa, WI

Staff Report

File #: 26-0684

Agenda Date: 5/12/2026

Agenda #: 6.

Consideration of request for approval to execute a five-year intergovernmental agreement (IGA) with the Milwaukee County Office of Emergency Management EMS Division (2026-2031)



To: Government Affairs Committee

From: Barbara J. Kadrach, Fire Chief

Date: March 30, 2026

Subject: Request for Approval to Execute Intergovernmental Agreement (IGA) with Milwaukee County Office of Emergency Management EMS Division (2026–2031)

A. Issue

The Fire Department requests Council approval to enter into a five-year Intergovernmental Agreement (IGA) with Milwaukee County for the period of 2026–2031.

B. Background / Options

The Fire Department currently operates its Emergency Medical Services (EMS) program as part of a countywide system managed by the Milwaukee County Office of Emergency Management. The City entered into an IGA with the County in 2017, under which the County provides funding, training, quality assurance, and medical direction in exchange for the availability of our resources for countywide response when needed.

Failure to renew this agreement would significantly impact our EMS capabilities. The County provides required continuing education necessary for paramedic and EMT license renewal every three years. Additionally, the County ensures 24/7/365 medical oversight through an on-call physician available by radio or phone to support field personnel. This medical direction includes authorization and oversight of advanced protocols and life-saving interventions such as whole blood administration, cardiac medications, intubation, and defibrillation.

Under the proposed agreement, Milwaukee County will allocate approximately \$2.5 million annually across participating municipalities. Funds are distributed based on a formula established by the Intergovernmental Cooperation Council (ICC), which considers population, service area, and Advanced Life Support (ALS) transport volume. Based on this formula, the City anticipates receiving approximately \$170,000 annually throughout the contract term.

Participation in the County system is also cost-effective. The estimated cost for the Fire Department to independently meet minimum requirements for ALS services, including training, continuing education, and medical oversight, would exceed \$200,000 annually.





The proposed agreement contains no significant changes from the current contract. The document has been reviewed by City Attorney Tate.

C. Strategic Plan (Area of Focus)

Public Safety

D. Fiscal Impact

Approval of this agreement will result in annual revenue of approximately \$170,000 from 2026 through 2031. If not approved, the City will incur substantial additional costs to independently operate and oversee its ALS program, along with potential operational and service-level challenges and decreases.

E. Recommendation

Fire department staff recommends approval of the Intergovernmental Agreement with the Milwaukee County Office of Emergency Management for the 2026–2031 term.





Contractor Insurance Requirements for Contracts with Milwaukee County

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.



Contractor Insurance Requirements for Contracts with Milwaukee County

E. Cyber Liability Insurance:¹

The limits of this insurance shall be at least per occurrence:

Security Liability	\$1,000,000
Privacy Liability	\$1,000,000
Regulatory Proceedings	\$1,000,000
Technology Errors and Omissions	\$1,000,000
Breach Event Expenses	\$1,000,000

F. Professional Liability/Errors and Omissions:²

This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

G. Contractor Pollution Liability Insurance:³

This insurance should insure against pollution liabilities caused by the Contractor's operations. The definition of pollution in the policy shall be broad enough to include mold, legionella, lead and asbestos. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Additional Requirements:

H. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

I. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.

J. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (D.), (G.) and (H.) above.

¹ Cyber coverage is required for any/all Contractors who have access to either the County's information technology/computer system and/or have access to personally identifiable information.

² Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

³ Contractor pollution liability insurance is required for all Contractors doing physical work (e.g. maintenance, construction, plumbing, utility, street/road, etc.)



Contractor Insurance Requirements for Contracts with Milwaukee County

- K. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- L. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- M. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement.



EXHIBIT B

Per Article 8.1.3 of the Milwaukee County Office of Emergency Management EMS Division (OEM-EMS) IGA agreement with [_____] effective January 1, 2026 (“Agreement”), OEM-EMS will annually submit a notice of available EMS subsidy funds to each ALS transport capable municipality based on the previous year’s ALS transport and most recent US Census Bureau data for population and land area.

For 2026, a total of \$2.5M will be available to the Milwaukee County EMS System Advanced Life Support transporting agencies. The 30%-30%-40% Formula will be utilized to break down the funds to each agency as described below:

30-30-40 FORMULA									
	POPULATION SERVED ¹		30%	SQ. MILES SERVED ²		30%	2025 ALS TRANSPORT ³	40%	
Cudahy	18204	1.9%	\$ 14,532.37	4.77	1.97%	\$ 14,809.08	3.2%	\$ 32,000.00	\$ 61,341.45
Franklin	36,816	3.9%	\$ 29,390.45	34.58	14.31%	\$ 107,313.10	6.1%	\$ 61,000.00	\$ 197,703.54
Hales Corners	7,720	0.8%	\$ 6,162.92	3.19	1.32%	\$ 9,905.82	0.5%	\$ 5,000.00	\$ 21,068.75
Greendale	14,854	1.6%	\$ 11,858.04	5.57	2.30%	\$ 17,285.54	3.2%	\$ 32,000.00	\$ 61,143.58
Greenfield	37,803	4.0%	\$ 30,178.37	11.53	4.77%	\$ 35,781.38	10.2%	\$ 102,000.00	\$ 167,959.75
Milwaukee	577,222	61.4%	\$ 460,799.97	96.18	39.80%	\$ 298,490.54	38.4%	\$ 384,000.00	\$ 1,143,290.51
West Milwaukee	4,114	0.4%	\$ 3,284.23	1.12	0.46%	\$ 3,472.62	N/A		\$ 6,756.86
TOTAL	581,336	61.9%	\$ 464,084.20	97.30	40.26%	\$ 301,963.17	38.4%	\$ 384,000.00	\$ 1,150,047.36
North Shore	67,591	7.2%	\$ 53,958.32	24.27	10.04%	\$ 75,317.78	11.1%	\$ 111,000.00	\$ 240,276.10
Oak Creek	36,497	3.9%	\$ 29,135.79	28.45	11.77%	\$ 88,289.69	5.7%	\$ 57,000.00	\$ 174,425.48
South Milwaukee	20,795	2.2%	\$ 16,600.78	4.83	2.00%	\$ 14,989.08	2.2%	\$ 22,000.00	\$ 53,589.86
St. Francis	9,161	1.0%	\$ 7,313.28	2.57	1.06%	\$ 7,972.45	3.0%	\$ 30,000.00	\$ 45,285.73
Wauwatosa	48,387	5.2%	\$ 38,627.65	13.23	5.47%	\$ 41,057.04	9.0%	\$ 90,000.00	\$ 169,684.68
West Allis	60,325	6.4%	\$ 48,157.83	11.38	4.71%	\$ 35,315.88	7.4%	\$ 74,000.00	\$ 157,473.71
TOTAL	939,489	100%	\$ 750,000.00	242	100%	\$ 750,000.00	100%	\$ 1,000,000.00	\$ 2,500,000.00

¹US Census Bureau 2020 Assessment

²US Census Bureau 2020 Assessment

³Imagetrend - Patient Transported with ALS-Paramedic identified in Level of Care Provided by Protocol (eDisposition.32)

For Municipality:

by _____,

Date

For Milwaukee County Office of Emergency Management:

by Cassandra Libal, OEM Director

Date



OFFICE OF EMERGENCY MANAGEMENT
Procurement Division

Master Intergovernmental Agreement
Municipality / Agency Name

INFOR Contract #:

Bonfire Contract #:

MILWAUKEE COUNTY

MASTER INTERGOVERNMENTAL AGREEMENT



**For Provision of Emergency Medical Services
for
Agency Name**



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3 PREAMBLE

This **MASTER INTERGOVERNMENTAL AGREEMENT** (the “**Agreement**”) is dated **January 1, 2026** (the “**Effective Date**”) and is between the **Office of Emergency Management (“OEM”), Emergency Medical Services Division (“EMS”)** of **Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9th Street, Milwaukee, WI 53233 (the “**County**”), and _____, a _____ located at _____ (the “**Agency**”).

The Agency and the County are referred to as the “**Parties**” throughout this Agreement.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

4 DEFINITIONS

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

Figure 4-1: Definitions

Term	Definition
Department	A subunit of Milwaukee County government established by law or executive authority and tasked with the performance of a specific public function or service. For example, the Department of Administrative Services (“ DAS ”) or Department of Health and Human Services (“ DHHS ”). Departments may be comprised of one or more divisions or subunits assigned to particular functions within the overall mission of the Department, such as the Procurement Division of DAS or Children, Youth, and Family Services Section of DHHS.
Emergency Condition(s)	A sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both.
EMS Services	Emergency Medical Services provided to constituents and visitors within Milwaukee County by the Agency under this Agreement.
Federal	The Federal government of the United States as established by the U.S. Constitution and operating under constitutional authority, including the branches of government (executive, legislative, and judicial), and the laws, courts, and agencies created at the national level.
Hazardous Situation	A situation that creates a level of threat to life, property, health or the environment.
MCCO	The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Milwaukee County	May also be called “County”. A county located in the State of Wisconsin, United States with its county seat in the city of Milwaukee. For purposes of this Agreement, the County includes the Milwaukee County municipal body corporate , all Departments and Divisions of that body, and any elected officials of that body.
OEI	The Office of Economic Inclusion, division of Milwaukee County’s Department of Administrative Services (DAS) which designs, implements, monitors and enforces Milwaukee County’s targeted, small, and Disadvantaged Business Enterprise (DBE) programs.
Risk	The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county’s contractual obligations.

Figure 4-1: Definitions

Term	Definition
State	The State of Wisconsin and all the Departments thereof, which on May 29, 1848, became a sovereign governmental entity and the 30 th state of the United States with all the rights, powers, and privileges of a public body corporate which allow it to function in the public interest. The State of Wisconsin is located in the Great Lakes region of the Midwest United States, bordered by Minnesota to the west, Iowa to the southwest, Illinois to the south, Lake Michigan to the east, and Lakes Superior and Michigan to the north. The state capitol is Madison.

When a term is not defined in this Section, within the body of this Agreement and any Exhibits to this Agreement, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black's Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the Agreement.

5 ORDER OF PRECEDENCE; STRUCTURE

5.1 ORDER OF PRECEDENCE

The Agreement includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the Agreement and the terms of any exhibits, attachments, or amendments to the Agreement:

- 5.1.1 This Master Intergovernmental Agreement
- 5.1.2 The Insurance Requirements Form (Exhibit A)
- 5.1.3 EMS Subsidy Calculation (Exhibit B) and
- 5.1.4 Any addenda, amendments, or attachments to this Agreement, which shall have precedence in the order they are attached.

The Parties intend that the various Agreement documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between Agreement documents.

6 SCOPE OF SERVICES

6.1 MILWAUKEE COUNTY'S OBLIGATIONS

6.1.1 REGULATORY

Milwaukee County shall comply with all applicable requirements outlined in Wisconsin State Statutes Chapter 256 and DHS 110, DOT 309, and the Milwaukee County Code of Ordinances Chapter 97.

6.1.2 EDUCATION

Milwaukee County shall provide continuing education for all EMS Clinician service levels to all municipalities in order to ensure EMS Clinicians and the Agency maintain Wisconsin State EMS licenses as well as NREMT certifications. The County shall collaborate with the Agency to create the most efficient means possible to deliver educational services



described in this Agreement, with the intent to ensure provider departments are able to provide EMS services to their assigned response area(s) while also balancing the County's access to education resources.

Milwaukee County reserves the right to:

- 6.1.2.1 provide services detailed in this section either through County employees or contractors and
- 6.1.2.2 temporarily limit class enrollment and change or cancel class scheduling based on resources to include incidental staffing issues.

The County shall ensure education programs meet the State of Wisconsin license requirements and qualify EMS Clinicians for renewal in the National Registry of Emergency Medical Technicians – NREMT. The County will employ Clinician Development Units (CDU) vehicles to bring education to the system and gain an understanding of operations to develop guidelines, policies and procedures.

6.1.2.3 REQUESTING SERVICES

Agency requests for initial EMS education at any licensing level will be handled through a separate amendment between Milwaukee County and the Agency. The Agency may request specialized EMS Education outside of continuing education on a fee for service basis.

6.1.3 MEDICAL DIRECTION

Milwaukee County shall provide online and offline medical direction to the Agency to include formal patient care protocols, policies, procedures, and standards, as well as medical oversight of all Agency employees active in the provision of EMS Services.

6.1.4 CAPITAL EQUIPMENT

Milwaukee County shall provide and maintain certain capital equipment as follows:

- 6.1.4.1 Provide maintenance services for:
 - 6.1.4.1.1 The current inventory of cardiac monitor-defibrillator equipment and HIPAA-compliant communications equipment necessary to transmit voice and electrocardiogram (“ECG”) data on any transporting ambulances as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50.
 - 6.1.4.1.2 The current inventory of blood coolers. The County maintains the right to relocate these coolers as needed to optimize patient care in consultation with the hosting municipality.
- 6.1.4.2 Provide logistical tracking software for blood coolers to comply with American Blood Bank Association requirements.
- 6.1.4.3 Perform Capital replacement of cardiac monitors and communication equipment based on the annual budgetary appropriations of the County. The County shall consult the Agency, with adequate advanced notice of at least 18 months, to coordinate the planned replacement of capital equipment that is within the County's financial responsibility. Milwaukee County will maintain a reserve stock of cardiac monitors for loan upon request and as available. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of ambulances in each municipality as provided in Figure 6-1, below:



Figure 6-1: Med Units by Agency	
Name of Fire Department	Transporting ALS units
128th Air National Guard	0
Cudahy Fire Department	1
Franklin Fire Department	3
Greendale Fire Department	2
Greenfield Fire Department	2
Hales Corners Fire Department	1
Milwaukee County Fire Department	0
Milwaukee Fire Department	14
North Shore Fire / Rescue	3
Oak Creek Fire Department	3
South Milwaukee Fire Department	3
St. Francis Fire Department	1
Wauwatosa Fire Department	2
West Allis Fire Department	2

The County and the Agency shall negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new ambulances placed in service during the Agreement’s Term. The Agency shall notify the County of new ambulances to be placed in service as far in advance of each ambulance’s service activation date as possible.

6.1.5 OPERATIONS

Milwaukee County shall:

- 6.1.5.1 Provide software to track controlled substances in compliance with Drug Enforcement Administration requirements.
- 6.1.5.2 Order and establish chain of custody for controlled substances as outlined in operational policy for each municipality.
- 6.1.5.3 Provide guidelines, education, policies, and controlled substances for Mobile Integrated Health (“MIH”). MIH operations will follow MIH scope of practice under OEM Medical Direction. MIH operational conflicts shall be resolved in good faith dispute resolution. Service contracts between payors and fire departments are not covered by this Agreement.
- 6.1.5.4 Milwaukee County reserves the right to establish minimum entrance requirements into the Milwaukee County EMS System for Advanced Emergency Medical Technical (AEMT) and Emergency Medical Technician-Paramedic (EMT-P) clinicians by way of the formalized onboarding process.

6.1.6 RESEARCH

Milwaukee County shall be solely responsible for securing funding, equipment, administration, logistics and education, necessary to allow the Agency to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board (“IRB”) via the Association for the Accreditation of Human Protection Programs, Inc. (“AARPP”) with oversight from a Human Research Protection Program (“HRPP”). The County shall also:



- 6.1.6.1 Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.
- 6.1.6.2 Provide Human Subjects Protection Training (“HSPT”) every 2 years as part of the EMS Clinician continuing education matrix.
- 6.1.6.3 Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of human protection of human subjects and Office of Emergency Management EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).
- 6.1.6.4 Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed upon exchange of services and payment between the County and the Principal Investigator of the study. County will pass along to the Agency the exchange of services or payments received.
- 6.1.6.5 Ensure all EMS research studies performed in the County of Milwaukee will be reviewed and approved following County OEM - EMS Research Policies and Procedures and by the County OEM - EMS Research Committee. The County shall limit the participation of high system impact studies to no more than two (2) running concurrently without explicit discussion and agreement with the Milwaukee County Association of Fire Chiefs.

6.1.7 QUALITY ASSURANCE

Milwaukee County will facilitate a continuous quality improvement program to identify improvement strategies for EMS operations. The Agency agrees to participate in the quality improvement program in good faith and to make all reasonable efforts to contribute to its success. Milwaukee County will review high profile and sentinel events involving EMS care in an expedited fashion.

6.1.8 INTEROPERABILITY

Milwaukee County will continue to provide services for the CAD-2-CAD project at its current scope. Agencies agree to continue to participate in the CAD-2-CAD Project at its current scope. If additional enhancements are considered in the future, the Parties will mutually agree via written amendment to the scope, cost, and resource requirements and obligations of both Parties prior to implementation. The County will also provide the FirstWatch connection at its current scope as a data source to the Agency’s Fire Department(s).

6.1.9 DATA ANALYTICS

Milwaukee County shall formally provide the Agency a software platform to complete accurate patient care records which is compliant with local, state, and federal requirements. The County shall protect healthcare data provided by the Agency in accordance with state and federal guidelines. The County will also now provide data system maintenance of the patient care record platform and data analytic services to further inform and evaluate EMS System operations.

6.2 AGENCY’S OBLIGATIONS

The Agency shall provide EMS Services, including emergency response and patient care, treatment, and/or transportation to appropriate medical or other facilities as needed, to the constituents and visitors of Milwaukee County as further described in this Agreement.

6.2.1 EDUCATION

The Agency shall participate in the Learning Management System (“LMS”) provided by the County and shall comply with the mandatory education plan outlined in the education policy.

6.2.2 EQUIPMENT

The Agency is responsible for:

- 6.2.2.1 Purchasing any vehicle(s) and all equipment required under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
- 6.2.2.2 Insuring and maintaining its vehicles and equipment.
- 6.2.2.3 Providing EMS Services which conform with Wis. s.s. 256, DHS 110, DOT 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS Division.

All equipment purchased by the Agency will remain property of the Agency.

The Agency may independently purchase new cardiac monitor-defibrillators, medical equipment meeting capital purchase thresholds, and/or communications equipment. If the Agency seeks to make such a purchase, it must provide Milwaukee County with specifications information sufficient for the County to analyze the equipment to ensure it can be safely and securely integrated into and will operate in the EMS System. The Agency shall allow the County a reasonable time period to review the proposed new equipment and approve its use in the EMS System. Milwaukee County will not support or maintain equipment purchased by the Agency for use in the EMS System without prior written approval.

6.2.2.4 STANDARD INVENTORY & COUNTY-OWNED EQUIPMENT

The Parties shall collectively develop a standard equipment inventory for EMS Services. Milwaukee County will supply certain equipment for Agency use, including, but not limited to, cardiac monitor-defibrillator equipment, HIPAA-compliant communications equipment, blood coolers, and other non-disposable supplies.

The Agency shall assume liability for replacement of County-owned equipment when the equipment is lost and/or damaged due to an act of negligence on the part of the Agency's employee(s). The Agency will not be held liable for defects in equipment purchased by the County. The County shall be responsible for preventative maintenance of County-owned equipment.

County-owned non-disposable equipment shall remain the property of the County and the County may remove or repossess any such equipment upon written notification to the Agency no later than sixty (60) days prior to the removal or repossession date.

6.2.2.5 AVAILABILITY OF COUNTY-EQUIPPED RESOURCES & UNITS

The Agency shall ensure their County-equipped, on-duty paramedic transport unit resources, or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if requested and the resources are available at the time of the request. Daily operations, to include peak demand periods which require extraordinary resource utilization, may require mutual aid assistance from outside the Agency.

The Agency and all participating municipalities agree to share paramedic transport unit resources (Med Units) as necessary to provide advanced life support EMS Services as swiftly and effectively as possible and further agree to send all requested and available paramedic transport units to any other municipality requesting mutual aid. The Agency may also make mutual aid requests, which will be honored by all participating municipalities through their executed Master Intergovernmental Agreements.



The Agency is not required to provide EMS Services when equipment and/or staffing is unavailable due to Emergency Conditions and/or Hazardous Situations confronting the Agency requested to make available its EMS resources.

Agency paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available more than 25% during each year in order to count as a Med Unit; the Agency shall provide verification of such availability upon request by the County in a timely manner.

6.2.3 AGENCY EMS BILLING

If the Agency performing EMS Services chooses to bill users for Services, it will do so in accordance with local, state and federal guidelines. Transport coding shall be commensurate with said guidelines, current medical billing standards, and EMS scope of practice. The Agency shall retain EMS revenue earned to cover the cost of providing services. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for EMS Services.

6.2.4 QUALITY ASSURANCE & KEY PERFORMANCE METRICS

The Agency agrees to cooperate with County in administering a progressive quality improvement program consistent with other high performing EMS systems in the United States. This includes specific adherence to existing performance metrics captured and tracked by OEM - EMS Quality Assurance/Improvement with deviation standards commensurate with national benchmarking and previously established through a Performance Measurement Initiative (PMI). Municipalities of any EMS service are required to meet PMI requirements in order to maintain medical control and system practice privileges for their EMS providers. Failure of the Agency to comply with PMI standards will result in a loss of County funds outlined in 8.1.2.

The Agency shall ensure a minimum of one (1) Agency Representative is actively engaged on all active County EMS subcommittees.

Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
Agency Representative attends 80% or more bimonthly Administrative Review meetings.	15%	
Agency Representative attends 80% or more monthly Continuous Quality Improvement meetings.	15%	
Active participation in EMS subcommittees.	15%	
Provides monthly report of adherence to daily completion of the controlled substance log. All incompletes are addressed via report form submitted each month.	15%	OEM-developed report form.
Engages in annual strategic planning session (system-wide)	15%	Activities related to EMS Agenda 2050

¹ Key Performance Measures (“KPMs”) will be monitored via accessible tracking board and reported out in the Countywide Admin Review and CQIP meetings.

Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
with EMS Agenda 2050 a focus.		will be monitored via Admin Review and CQIP.
Improves EMS Clinician Documentation by: <ul style="list-style-type: none"> Identifying barriers to data completeness and actively participating on the EMS Data Subcommittee. Contributing to a plan to address/decrease barriers to complete documentation. Implementing the plan. Measuring the impact of the implemented plan. 	25%	
Total	100%	

6.2.5 RECORDKEEPING

The Agency shall utilize electronic patient care records (“ePCR”) software provided by Milwaukee County and shall provide ePCRs for patients encountered and/or transported by an EMS unit to the County within 72 hours. The Agency’s ePCRs must meet the County’s database and/or repository needs and the Agency must utilize a data collection method that meets the National EMS Information System Project (NEMSIS) dataset standards in effect during the term of the Agreement.

6.2.6 DATA SHARING & RESEARCH

The Agency hereby commits to participate in the data-sharing and data-consolidation efforts undertaken by the County and other participating municipalities to advance the health of citizens in Milwaukee County. The Agency further agrees to share appropriate levels of EMS/MIH data between municipalities to improve healthcare operations. The Agency shall respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.

Participation in information-sharing efforts is not used to distribute funds or as a qualifier to identify participating municipalities for additional distributions. The Parties agree that information-sharing efforts are intended to gather consistent information used to improve system-wide operations. Additional sources of data which contribute to the advancement of healthcare operations in Milwaukee County will be proposed to the Milwaukee County Association of Fire Chiefs for consensus.

The Agency agrees to participate in research as determined by the OEM – EMS Research Committee. This may include, but is not limited to, enrolling patients, data collection, and educational sessions. The Agency is not responsible for funding equipment, medications, or education that is related to a research study conducted.

7 TERM & TERMINATION

7.1 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until **December 31, 2031** (the “**Initial Term**”). Thereafter, the Parties may mutually agree in writing to extend this Agreement for five (5) one (1) year renewal terms (each, a “**Renewal Term**”). The Initial Term and any Renewal Terms then in effect shall be referred to as the “**Term**.”



7.2 TERMINATION

The Parties may terminate this Agreement as detailed in this Section.

7.2.1 TERMINATION FOR BREACH

Either Party may terminate this Agreement for breach if the other Party fails to meet its obligations under this Agreement in a timely or proper manner or violates any of its provisions. To terminate for breach, the non-breaching Party shall provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of sixty (60) days prior to the stated termination date.

7.2.1.1 RIGHT TO CURE

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The Agreement will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the Agreement immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

7.2.2 FOR CONVENIENCE

Either Party may terminate the Agreement at any time for any reason and without penalty by giving the other Party notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination. Written notice must be received by the notified Party, and the notice period must be observed, prior to the effective date of the termination.

7.2.3 BY COUNTY FOR INSUFFICIENT FUNDS

The County may terminate this Agreement immediately and without any liability to the Agency if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this Agreement or any Statement of Work. In the event that there is any elimination or delay of, or reduction in, funding available for this Agreement, the County may seek supplemental funding and may renegotiate with the Agency the EMS Services that will continue under the Agreement.

7.2.4 RIGHTS AND OBLIGATIONS UPON TERMINATION

Upon termination of this Agreement for any reason, the Parties shall retain any and all fully vested rights that exist on the effective date of the termination. The County's liability to the Agency on termination is limited to specific performance by the County of any obligations under this Agreement until the termination date. The County is not obligated to reimburse the Agency or provide additional funds for any EMS Services provided after the termination date. Upon termination for the Agency's breach or convenience, the Agency shall return any unused funds and/or County-owned equipment within ninety (90) days of the effective date of termination.

8 COMPENSATION

8.1 PAYMENT TERMS

The County shall compensate the Agency for EMS Services it provides through annual disbursement of the Agency's calculated percentage of EMS funding according to the 30-30-40 distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County contained in Exhibit B of this Agreement. Agencies must comply with the identified Key Performance Metrics (see Figure 6-2) in order to be eligible for EMS funding.

8.1.1 NATURE OF COMPENSATION

The Agency shall not bill Milwaukee County for, nor will the County reimburse the Agency and/or its Personnel, agents, and



subcontractors for, any of these expenses.

8.1.2 NOT TO EXCEED CLAUSE

The total calculated portion paid to the Agencies collectively, under this Agreement shall not exceed **\$2,500,000.00**. The calculated portion is determined by the 30-30-40 formula attached in Exhibit B of this agreement. Regardless of the cost of EMS Services provided by the Agency, the County will not pay any amount beyond the not-to-exceed amount. The only way to increase the value of this Agreement beyond the not to exceed amount is by a written amendment signed by both parties. This is necessary for the Comptroller to be able to sign off as to funds available under Section 59.255(2)(e) of the Wisconsin Statutes and the Comptroller's office must approve any substantial changes.

8.1.3 PRE-PAYMENT

The County shall pre-pay for EMS Services through the disbursement of EMS subsidy funds solely on a quarterly basis as approved in the annual County budget by the Milwaukee County Board of Supervisors. However, the County shall not pre-pay for any other goods or services provided under this Agreement for any reason without the express written consent obtained from the Milwaukee County Office of the Comptroller in advance of any pre-payment request.

The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2,000.00) or less.

8.1.4 INVOICING THE COUNTY

The Agency shall invoice Milwaukee County for EMS Services provided specifically for any EMS Services outside of the annual calculated EMS Subsidy as stated in this Section. The Agency must submit invoices to the recipient(s) below in order for the County to consider the invoice received. The Agency shall send the County invoices quarterly after providing EMS Services which include the following minimum information:

- 8.1.4.1. The Agreement's INFOR contract number OR Purchase Order ("PO") number.
- 8.1.4.2. The Effective Date of the Agreement.
- 8.1.4.3. The Agency's legal business name and any aliases (for example, "doing business as").
 - 8.1.4.3.1. If the Payee is not the Agency, the Payee's legal name.
- 8.1.4.4. The Agency's legal business address.
 - 8.1.4.4.1. If the Payee is not the Agency, the Payee's legal business address.
 - 8.1.4.4.2. If requesting payment by check, the Agency's or Payee's remittance address (if different from the legal business address).
- 8.1.4.5. If requesting payment by ACH:
 - 8.1.4.5.1. The receiving bank's name.
 - 8.1.4.5.2. The receiving bank's location (city and state).
 - 8.1.4.5.3. The receiving bank's American Bankers Association routing number.
 - 8.1.4.5.4. The Agency's or Payee's bank account number.
 - 8.1.4.5.5. Type of account (i.e. checking or savings).
 - 8.1.4.5.6. The email address of Agency's or Payee's Accounts Receivable or Finance Department contact who should receive the remittance information (the receipt that the funds reached Agency's bank account).



- 8.1.4.6. An invoice number.
- 8.1.4.7. An invoice date.
- 8.1.4.8. The Agency’s contact information for billing issues, including email and phone number.
- 8.1.4.9. An invoice line for each item or service.
- 8.1.4.10. Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
- 8.1.4.11. The date due.
- 8.1.4.12. The total amount billed.

The Agency shall submit its invoices to:

Milwaukee County, c/o:

Department Name: Office of Emergency Management
Division Name: Emergency Medical Services
Contact Name & Title: Dan Pojar, EMS Director
Department Address: 633 W. Wisconsin Ave. Suite 700
 Milwaukee, WI 53203

with a copy by e-mail to:

E-mail: Kathy.Klosiewski@milwaukeecountywi.gov

8.1.5 PAYMENT CONTINGENT ON RECEIPT & ACCEPTANCE

Milwaukee County is not obligated to make any payment for EMS Services until those Services are delivered, inspected, and accepted by the County through its identified Contract Coordinator or designee as conforming to the specifications, requirements, and standards set forth in this Agreement and/or any applicable Statement of Work or Purchase Order, and the receipt of a corresponding invoice which complies with [Section 8.1.4: Invoicing the County](#).

Acceptance shall not be unreasonably delayed or withheld, but Milwaukee County reserves the right to withhold payment in whole or in part in the event of delivery of non-conforming Services.

8.1.6 LATE PAYMENTS

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Agency and the County's acceptance of the corresponding Services that comply with the terms of this Agreement. **Invoices must be sent by mail or e-mail as indicated in [Section 8.1.4: Invoicing the County](#) to be considered received by the County.**

8.1.6.1 STATE PROMPT PAY LAW EXEMPTION

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

8.1.6.2 LATE FEES & CLAIMS

If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Agency may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

8.2 COST OF PERFORMANCE OF OBLIGATIONS



8.2.1 GENERAL

The Agency is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering EMS Services under this Agreement, unless otherwise indicated. The Agency shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

8.2.2 TAXES

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Agency shall submit its invoices without these taxes. Billings which include these taxes will be rejected.

8.2.3 PERMITS & LICENSES, GOVERNMENTAL FEES

The Agency shall assume responsibility for all federal, state, and local permits, licenses, fees, tariffs, and duties together with all governmental filings and costs related to such permits, licenses, fees, tariffs, and duties which arise out of the Agency's performance of EMS Services under this Agreement, or which arise as a result of any compensation paid to the Agency under this Agreement.

9 OWNERSHIP & USE OF DATA; CONFIDENTIALITY

9.1 OWNERSHIP & USE OF DATA

Upon completion of the work or upon termination of the Agreement, all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Agency has collected or prepared in carrying out this Agreement shall be provided to and become joint property of the Agency and Milwaukee County. Therefore, any reports, information, and data given to or prepared or assembled by the Agency under this Agreement shall not be made available to any individual or organization by the Agency without the prior written approval of the Agency and/or County. No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Agency.

County shall retain patient care records in accordance with retention policies and make those that the Agency participated in the care of a patient available to the Agency upon request. Data Use Agreements between the County and Agency will be handled as a separate agreement.

9.2 CONFIDENTIALITY

The Agency agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County or their designee. The Agency further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, the Agency shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by such individual or their designee. The Agency understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Agency to indemnify the County as provided in this Agreement.

10 COUNTY RIGHTS OF ACCESS, AUDIT, AND REVIEW

10.1 ACCESS & AUDIT

The Agency, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the



County Audit Services Division and department contract administrators (collectively referred to as “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Agency, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Agency. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Agency, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances (“MCCO”)

11 NON-DISCRIMINATORY CONTRACTS

11.1 COMPLIANCE WITH MCCO §56.17(1)(A)

The Agency shall comply with MCCO §56.17(1)(A), which states:

“In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.”

11.2 COMPLIANCE WITH MCCO §56.17(1)(D)

The Agency shall comply with MCCO §56.17(1)(d), which states:

“The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.”

11.3 VIOLATIONS

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this Section has been determined by County, the Agency shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely



affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to the Agency, further violations of the Section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Agency for use in completing the Agreement, or it may permit the Agency to complete the Agreement, but, in either event, the Agency shall be ineligible to bid on any future contracts let by County.

12 COMMITMENT TO EQUITY

As a governmental body, the County recognizes its power to make change at a systemic level. Chapter 108, MCCO, commits the County to identify and address policies, practices and power structures that, intentionally or unintentionally, work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC). The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader. The Agency understands that the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority and that the County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity. Racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County. The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."

13 TARGETED BUSINESS ENTERPRISE GOALS

The Agency shall comply with all provisions imposed by or pursuant to MCCO Chapter 42 regarding Targeted Business Enterprise ("TBE") participation on County projects when and where applicable and as said ordinance may be amended. The County shall notify the Agency in the event that new ordinances are issued.

The Parties agree that no TBE goal has been established and no goal is required under this Agreement.

14 INDEMNITY

The Agency agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful or intentional, or negligent act or omission of the Agency and/or its agent(s) which may arise out of or is connected with the activities covered by this Agreement. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

15 INSURANCE

The Agency agrees to comply with the requirements of, and shall, at its sole expense, acquire and maintain through the course of this Agreement with Milwaukee County insurance policies with minimum limits listed in, the Insurance Requirements Form, attached as Exhibit A.

The Agency shall demonstrate compliance with the minimum limits in Exhibit A through a Certificate of Insurance or proof of self-insured retention. The Agency shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this Agreement.

Copies must be emailed to:



Department of Administrative Services	Office of Emergency Management
Risk Management Division Risk Manager RM@milwaukeecountywi.gov	Emergency Medical Services Division EMS Director Dan.Pojar@milwaukeecountywi.gov

The Agency shall not make changes to the types of coverage, limits and/or other terms without the approval of the County’s Risk Manager.

16 PROHIBITED PRACTICES

16.1 CONFLICT OF INTEREST

During the Term of this Agreement, the Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of the Agency, has a conflict of interest.

16.2 CODE OF ETHICS

The Agency hereby attests that it is familiar with Milwaukee County’s Code of Ethics which states, in part,

“No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee.”

Additionally, the Agency shall ensure all subcontractors and employees are familiarized with the statement above.

16.3 NON-CONVICTION FOR BRIBERY

The Agency hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

16.4 DEBARMENT OR SUSPENSION

The Agency hereby declares and affirms that, to the best of its knowledge and belief, its principals, owners, officers, shareholders, key employees, directors, and/or member partners:

- 16.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 16.4.2 Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 16.4.3 Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 16.4.2, above; and
- 16.4.4 Have not, within a three-year period preceding the date of execution of this Agreement, had one or more



public or governmental transactions terminated for cause or for default.

17 COMPLIANCE WITH COUNTY'S POLICIES

17.1 CONTRACTOR CODE OF CONDUCT

The Agency shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County. All Parties agree to adhere to the requirements set forth therein.

17.2 SAFETY AND SECURITY POLICIES

The Agency agrees to use all commercially reasonable efforts to cause any of its employees who provide EMS Services under this Agreement to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the Agency's provision of EMS Services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

17.2.1 WORKPLACE VIOLENCE & HARASSMENT

The Agency shall comply with the most current Occupational Safety and Health Administration ("OSHA") and/or National Institute for Occupational Safety and Health ("NIOSH") guidance on evaluating and controlling violence in the workplace. The Agency shall ensure its Personnel are trained regarding workplace discrimination and harassment and shall put in place policies and procedures which prohibit Agency Personnel from engaging in behavior that is discriminatory, harassing, or which could reasonably be considered to create a hostile work environment for other Agency Personnel, the County's personnel, or EMS Service recipients. The Agency shall report all allegations and incidents involving workplace violence, discrimination, or harassment made by or about its Personnel during the provision of Services under this Agreement. If the allegation or incident involves a County employee, the Agency shall cooperate with County personnel and comply with any requests made during the County's investigation of the incident or allegation. The Agency shall advise its Personnel that investigations of allegations or incidents may result in action up to and including criminal prosecution. The Agency shall document the outcome of any investigations it conducts regarding allegations, complaints, or incidents involving its Personnel and shall provide a copy of such documentation and a report regarding action taken to Milwaukee County's designated recipient within thirty (30) days of final disposition.

17.3 DRUG USE POLICIES & DRUG SCREENS

Unless conflicting with any laws where EMS Services are provided, in which case this Section is not enforceable, the Agency will advise any Agency employee, independent contractor, and/or subcontractor who provides Services under this Agreement on County's premises of County's right to require a drug screen at any time throughout the term of this Agreement:

- 17.3.1 If County believes, in good faith, that the Agency's employee is under the influence of an illegal substance, or
- 17.3.2 As a consequence of an accident caused by or involving the Agency's employee during the provision of EMS Services under this Agreement and likely to have been related to Agency's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Agency at the Agency's expense, and the Agency will address any positive results and handle accordingly. If a test of any Agency Personnel returns positive results not sufficiently explained by legitimate prescription medications, that individual will not be permitted to provide EMS



Services under this Agreement.

17.4 ENVIRONMENTAL STEWARDSHIP

Pursuant to File 20-1471, [Milwaukee County policy](#) is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this contract, the Agency shall make good-faith efforts to choose reusable, recyclable, or compostable products. Accordingly, the Agency shall not use, distribute, or sell the following items whenever possible:

- 17.4.1 Balloons and confetti, whether made with rubber, latex, foil, nylon, mylar, paper or other material.
- 17.4.2 Single-use plastic straws and stirrers.
- 17.4.3 Single-use plastic clamshells and to-go containers.
- 17.4.4 Single-use plastic-lined cups and bowls.
- 17.4.5 Single-use plastic-wrapped condiments, sauces, and seasonings.
- 17.4.6 Single-use plastic shopping bags.
- 17.4.7 Plastic-wrapped giveaways.
- 17.4.8 Polystyrene food service ware.
- 17.4.9 Polystyrene coolers.
- 17.4.10 Polystyrene egg cartons and produce and meat trays.

Note: Packaging and medical supplies are excluded from this policy.

18 NOTICES

All notices with respect to this Agreement shall be in writing. Writing shall include electronic documents as further identified in [Section 19.4: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Agency:		To County:	
Entity Name:		Department:	Office of Emergency Management
ATTN:		ATTN:	Dan Pojar, EMS Director
Address:		Address:	633 W. Wisconsin Ave Suite 700 Milwaukee, WI 53203
E-mail:		E-mail:	Dan.Pojar@milwaukeecountywi.gov
<i>with a copy to:</i>		<i>with a copy to:</i>	



To Agency:	To County:
	Milwaukee County Corporation Counsel 901 N. 9 th Street, Room 303 Milwaukee, WI 53233 Scott.Brown@milwaukeecountywi.gov

Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

19 MISCELLANEOUS

19.1 FORCE MAJEURE

Neither Party shall be liable for delays or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions or restrictions, wars, terrorism, labor strikes, pandemics, or any other similar event (collectively, “**Force Majeure Events**”).

If a Force Majeure Event occurs, the affected Party shall:

- 19.1.1 Notify the other Party in writing as soon as reasonably practicable, specifying the nature of the event and its expected duration.
- 19.1.2 Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as feasible.

If the Force Majeure Event prevents performance for a period exceeding thirty (30) consecutive days, the Parties may either:

- 19.1.3 Amend this Agreement in a manner that best meets the needs of both Parties based upon the Force Majeure event, or
- 19.1.4 Terminate this Agreement upon written notice to the other, without further liability except for obligations accrued prior to the Force Majeure Event.

19.2 PUBLIC RECORDS

Both Parties understand that the County and the Agency are bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Both Parties hereby agree that they shall be obligated to assist the other Party in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the breaching Party shall then and in such event be obligated to indemnify, defend and hold the non-breaching Party harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

19.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Agency or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the Agency is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give the Agency any



authority to supervise, manage, and/or direct employees of the County.

19.4 ELECTRONIC DOCUMENTS CONSIDERED WRITING

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

19.5 COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. Each Party agrees to hold the other Party harmless from any loss, damage, or liability resulting from the indemnifying Party’s violation of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

19.6 CHOICE OF LAW

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

19.7 ASSIGNMENT LIMITATION

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

19.8 SEVERABILITY

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

19.9 MODIFICATION AND WAIVER

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

19.10 ENTIRE AGREEMENT

This Agreement and any attachments, amendments, or addenda to the Agreement constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.



19.11 AUTHORIZATION

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____,
Resolution File No. _____.

The Agency has executed this Agreement pursuant to action taken by its _____ on
_____.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



To: Government Affairs Committee

From: Barbara J. Kadrach, Fire Chief

Date: April 9th, 2026

Subject: Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the State of Wisconsin Department of Natural Resources (DNR)

A. Issue

The Milwaukee County Fire Chiefs have been asked to review, sign, and adopt a Memorandum of Understanding (MOU) with the Wisconsin Department of Natural Resources (DNR). While career fire departments in Milwaukee County rarely require additional resources for brush and wildland fires beyond existing Shared Services agreements, this MOU provides benefits for future partnerships and emergency resource allocation.

Under this agreement, the DNR requests notification and inclusion in any third-alarm wildland fire within our jurisdiction. A DNR representative would respond to the scene and integrate into the incident command structure to assist with securing additional suppression resources.

The DNR can provide specialized assets, including brush trucks, ATVs, UTVs, and backpack water extinguishers. The DNR will also assign a liaison to incident command and may reimburse fire suppression activities occurring on State-owned land, including the Forest Exploration Center off Swan Boulevard.

Additionally, the DNR offers grant funding of up to \$10,000 for MOU partners and will provide on-site training opportunities for firefighters. Funding updates to the agreement will be automatic, and the MOU will not require re-execution for such changes.

B. Background / Options

The Fire Department supports this MOU as it expands access to resources, training, reimbursement opportunities, and grant funding not currently available, while supporting services we already provide.

C. Strategic Plan (Area of Focus)

Public Safety





D. Fiscal Impact

Approval of this agreement will result in no additional costs. It will allow the Fire Department to seek reimbursement from the DNR for wildland fire suppression activities on State-owned land. Additionally, the MOU provides access to specialized expertise and equipment from the State DNR wildland firefighting team.

E. Recommendation

Fire Department staff recommends approval of the Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the Wisconsin Department of Natural Resources.



Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; ch. NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name		Check one <input type="checkbox"/> In DNR Fire Protection Area <input type="checkbox"/> In Cooperative Area	
Address		Phone Number (include area code)	
City	State	ZIP Code	Tax ID #

Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits
 - ii. Fires that cannot be located
 - iii. False alarms
 - iv. Structural fires
 - v. Vehicular or equipment fires
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR
- i. "Reportable Fires" are all fires not listed in Section. 1.g.
- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. These vehicles cannot meet the federal motor vehicle safety standards.

**Fire Department / DNR Memorandum
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2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats.
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."
- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WI FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation applies **only** to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation applies only when invited to assist with prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option (for both a. initial attack and b. extended attack) and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services (**choose option 1 or 2**).

Option 1. No payment for providing forest fire suppression on all initial attack forest fires.

Option 2. Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour (**choose option 1 or 2**).

Option 1. No payment for providing forest fire suppression on all extended attack forest fires.

Option 2. Receive payment for providing forest fire suppression on all extended attack forest fires.

9. PRESCRIBED BURNING

Would your fire department wish to be invited to participate in prescribed burning on DNR managed lands? (**choose option 1 or 2**).

Option 1. No, our fire department does not wish to be invited to participate in prescribed burning activities on DNR managed lands.

Option 2. Yes, our fire department would like to receive invitations to participate in prescribed burning activities on State managed lands. (**Choose one payment option below**):

No payment for participating in prescribed burns on DNR managed lands.

Receive payment for participation in prescribed burning activities on DNR managed lands. Payment includes all firefighter hours and one payment hour per day for each piece of equipment requested and used.

10. BILLING PROCEDURE

- a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party, or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs: (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire, it shall be paid by the DNR subject to the following limitations.

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- i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit, but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.
- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

11. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - (i) 1 4x4 brush rig (ICS Type 5-7 Engine).
 - (ii) 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines).
 - (iii) 6 forest fire trained firefighters.
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

12. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

13. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour for suppression and per day for prescribed burning.**
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour for suppression and per day for prescribed burning.**
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$15.00/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station and continues until it returns to its station when suppression action was taken by the Fire Department.
- c. INCREASE IN PAYMENT - After consultation with the Fire Department Advisory Council, the Department, in its discretion, may increase the hourly pay rate for Fire Department equipment and personnel for fire suppression and prescribed burning activities identified under section 13.a. at any time while this agreement is in effect. A decision by the Department to increase the pay rate, including the date by which the new pay rate will become effective, will be communicated to the Fire Department via email correspondence or letter. The latest pay rates may also be accessed on the Department website at the webpage address "dnr.wisconsin.gov" and enter key word search "FFP".

14. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

15. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses, and telephone numbers of the DNR's Forestry personnel for the

area described in the Agreement shall be developed.

16. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement, in whole or in part, without penalty. The DNR reserves the right to cancel this Agreement, in whole or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described herein.

17. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

18. ASSIGNMENT

This Agreement may not be assigned or subcontracted, in part or in whole, without written approval from the DNR and may only be changed or amended in writing.

19. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

20. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 16.

21. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES for the Secretary

Signature of DNR Area Forestry Leader	Date Signed
Signature of Fire Chief	Fire Department
Signature of Other Authorized Representative	Date Signed



Wauwatosa, WI

Staff Report

File #: 26-0276

Agenda Date: 5/12/2026

Agenda #: 8.

Consideration of amendments to Section 2.04.020 of the Wauwatosa Municipal Code related to vacation of the office of alderperson; selection of replacement

Submitted by:

Jennifer Tate, City Attorney
Cody Pansing, Assistant City Attorney
Zach Kessler, Director of Municipal Services
Deyanira Nevarez, City Clerk

Department:

City Attorney & Municipal Services

A. Issue

Section 2.04.020 of the Wauwatosa Municipal Code outlines the circumstances under which an alderperson's office shall be deemed vacant; the composition of a committee to nominate replacements; and the selection process of replacements by the Common Council.

This chapter of the code is written assuming sixteen alderpersons from eight aldermanic districts. As of this year's April election, the Common Council is composed of twelve alderpersons from twelve districts.

As a result, the Common Council must amend Section 2.04.020 of the code to ensure the aldermanic vacancy and replacement process is aligned with the current structure of the Common Council.

In addition, the recent resignation of an alderperson has brought to light several areas of this section of the code where language is ambiguous and thus difficult to interpret in practice and apply consistently.

City staff have reviewed Section 2.04.020 and are proposing several amendments to the ordinance related to both the number of alderpersons on the Common Council, and language which would benefit from clarification.

B. Background/Options

In addition to technical amendments necessary to reflect the City's transition from eight aldermanic districts with sixteen alderpersons to twelve single-member districts, staff are proposing several substantive clarifications intended to improve the administration of aldermanic vacancies and reduce ambiguity in future vacancy situations.

The current ordinance largely assumes appointment as the mechanism for filling vacancies. The proposed amendments instead establish a clearer framework for determining when vacancies should be filled by election and when appointment may be appropriate.

Key staff-proposed amendments include:

- Clarifying the distinction between vacancies that should be filled by election and those that may be filled by council appointment
- Establishing a formal preference that aldermanic vacancies be filled by election whenever practicable and within a reasonable timeframe
- Requiring the Common Council to formally determine, by resolution, whether a vacancy will be filled through a regularly scheduled election, special election, or appointment
- Requiring the Council to articulate on the record the reasons why an appointment is necessary when an election is not pursued
- Clarifying the authority of alderpersons who change residency after election
- Simplifying and modernizing the process for selecting members of the aldermanic selection committee to reflect the City's current single-member district structure

Staff's proposed amendments are intended to preserve the Council's authority under Wisconsin law while creating a clearer and more transparent local process for handling future vacancies.

Finally, Alderperson Gustafson has proposed several amendments to Section 2.04.020, which are attached to this file. Staff reviewed Alderperson Gustafson's proposal as part of the evaluation of potential ordinance revisions and incorporated several elements into the staff-proposed amendments where appropriate.

C. Recommendation

Staff recommend that the Committee review the proposed amendments to Section 2.04.020 and make a recommendation to the full Council.

D. Attachments

1. Staff Proposed Amendments to 2.04.020 - Clean Version
2. Staff Proposed Amendments to 2.04.020 - Redlined Version
3. Alder Gustafson Proposed Amendments to 2.04.020

2.04.020 Vacation Of The Office Of Alderperson; Selection Of Replacement

A. Vacation of Office.

1. An alderperson's office shall be deemed vacant upon the occurrence of any one of the following events:
 - a. The alderperson's resignation;
 - b. A change in the alderperson's residency from the aldermanic district in which they were elected to another aldermanic district within Wauwatosa;
 - c. A change in the alderperson's residency from Wauwatosa to a place outside Wauwatosa; or
 - d. The alderperson's death; or
 - e. As otherwise determined by applicable law.
2. An alderperson shall file with the City Clerk a written declaration of prospective vacancy to announce their intention to vacate their aldermanic position, on a date certain, by resignation or expected change in residency. The purpose of declaring a prospective vacancy is to allow the common council to fill the vacancy without leaving an aldermanic district unrepresented for a period of time. Once an alderperson has filed a written declaration of prospective vacancy, that declaration shall be binding and they may not withdraw it.
3. When an alderperson changes their residency from the aldermanic district in which they were elected to another aldermanic district within Wauwatosa, they may serve in until their successor elected, or appointed.
4. When an alderperson changes their residency to a place outside Wauwatosa, the alderperson shall have no authority to serve as an alderperson in any capacity.
5. For purposes of this section, "residency" shall be defined in the same manner as are qualifications for voting in local elections under the Wisconsin Statutes.

B. It is the policy of the City of Wauwatosa that vacancies in aldermanic offices shall be filled by election of the voters of the affected aldermanic district whenever that can be accomplished within a reasonable timeframe. Council appointment is a secondary measure to be used only where an election is impracticable or where the district would otherwise be left unrepresented for a period of more than one year. Nothing in this Subsection limits the council's authority under Wis. Stat. § 17.23(1)(am).

C. No later than the next regular council meeting following the creation of a vacancy, the common council shall vote on a resolution:

1. Holding the vacancy open until the next regularly scheduled election consistent with Wis. Stat. § 17.23(1)(am).
2. Ordering a special election under Wis. Stat. § 8.50 to fill the vacancy at the earliest qualifying election date
3. Filling the vacancy by appointment under Subsection (F).

D. Before the Common Council votes on any resolution under Subsection (C), the matter shall be referred to the Government Affairs Committee for review and recommendation.

1. Upon the creation of a vacancy, or upon an alderperson's filing of a written declaration of prospective vacancy under Subsection (A)(2), the City Clerk shall promptly notify the Government Affairs Committee.
2. No later than the next regular meeting of the Government Affairs Committee following such notification, the Committee shall convene to consider whether the vacancy should be filled by election under Subsection (C)(1) or (C)(2), or by council appointment under Subsection (C)(3). The Committee's review shall include consideration of the factors set forth in Subsection (E).
3. The Government Affairs Committee shall adopt a written recommendation identifying its preferred course of action and the reasons therefor, and shall transmit that recommendation to the full Common Council.
4. The Common Council shall not vote on a resolution under Subsection (C) until it has received the Committee's written recommendation, or until thirty (30) days have elapsed from the date of vacancy notification, whichever occurs first. Nothing in this Subsection prevents the Council from departing from the Committee's recommendation, provided that the minutes record the Council's stated reasons for doing so.

E. If the Council determines it necessary to appoint someone under Subsection (C), the Council may proceed to fill the vacancy by appointment under Subsection (F). The minutes of the meeting shall record each council member's vote and shall include a written statement of the reason(s) the majority found an election impracticable. Appropriate grounds include one or more of the following:

- (i) The unexpired term is twelve (12) months or fewer from the date of vacancy;
- (ii) No qualifying election date exists within a reasonable period such that the district would be unrepresented for more than a year;
- (iii) The cost and administrative burden of a stand-alone special election would be disproportionate to the length of the unexpired term; or
- (iv) Other extraordinary circumstances documented in the council minutes.

F. Committee to Nominate Replacements.

1. When an aldermanic vacancy occurs, or when an alderperson has declared a prospective vacancy, the Common Council has determined, pursuant to Subsection (C) that a council appointment is appropriate (either as an interim appointment pending a special election, or as a full appointment in lieu of a special election), an aldermanic nomination committee of five current council members shall be formed to assess the qualifications of applicants and to recommend one of the applicants to the full common council to fill the vacancy.
2. Four members of the aldermanic nomination committee shall be selected by drawing lots. If the chosen alderperson from such district chooses not to serve on

the committee, or is otherwise unable to serve,, a replacement alderperson will be selected by lot.

3. The mayor shall appoint the fifth member of the aldermanic nomination committee from among the common council members who are not chosen to serve on the committee in accordance with paragraph (B)(2).
4. The mayor shall appoint the chair of the aldermanic nomination committee from among the five common council members who were chosen in accordance with paragraphs (B)(2) and (B)(3) above.

G. Selection of Replacements by Common Council.

1. The process for filling by council appointment, where authorized under Subsection (C), an aldermanic vacancy shall be as follows:
 - a. The city clerk shall announce the vacancy in the manner customarily used for official city announcements. Wauwatosa residents interested in the vacancy shall have two weeks from the date of the announcement to submit an application to the aldermanic nomination committee.
 - b. No later than two weeks after the close of the application deadline, the aldermanic nomination committee shall meet and conduct interviews of the applicants. The committee may select an applicant to recommend to the full common council at that meeting, or at a subsequent meeting to be held within seven days of the first meeting.
2. Those interviews of the aldermanic applicants shall be videotaped and broadcast on the public access television channel customarily used by the city for broadcasting meetings of the common council and of common council committees.

To allow for public comment and appropriate consideration by alderpersons who are not members of the aldermanic nomination committee, the common council shall not vote to fill any aldermanic vacancy unless at least seven days have elapsed since the aldermanic nomination committee has selected an applicant to recommend to the common council.

3. After the time period specified in Subsection (F)(1) above has ended, the common council shall select one of the applicants for the aldermanic vacancy by a majority vote. It is not bound to follow the aldermanic nomination committee's recommendation.

2.04.020 Vacation Of The Office Of Alderperson; Selection Of Replacement

A. Vacation of Office.

1. An alderperson's office shall be deemed vacant upon the occurrence of any one of the following events:
 - a. The alderperson's resignation;
 - b. A change in the alderperson's residency from the aldermanic district in which they were elected to another aldermanic district within Wauwatosa;
 - c. A change in the alderperson's residency from Wauwatosa to a place outside Wauwatosa; or
 - d. The alderperson's death; or
 - e. As otherwise determined by applicable law.
2. An alderperson ~~also may~~ shall file with the City Clerk a written declaration of prospective vacancy to announce their intention to vacate their aldermanic position, on a date certain, by resignation or expected change in residency. The purpose of declaring a prospective vacancy is to allow the common council to fill the vacancy without leaving an aldermanic district unrepresented for a period of time. Once an alderperson has filed a written declaration of prospective vacancy, that declaration shall be binding and they may not withdraw it.
3. When an alderperson changes their residency from the aldermanic district in which they were elected to another aldermanic district within Wauwatosa, they may serve in ~~a de facto capacity~~ until their successor ~~is appointed~~ delected, or appointed.
4. When an alderperson changes their residency to a place outside Wauwatosa, the alderperson shall have no authority to serve as an alderperson in any capacity, ~~de facto or otherwise~~.
5. For purposes of this section, "residency" shall be defined in the same manner as are qualifications for voting in local elections under the Wisconsin Statutes.

B. It is the policy of the City of Wauwatosa that vacancies in aldermanic offices shall be filled by election of the voters of the affected aldermanic district whenever that can be accomplished within a reasonable timeframe. Council appointment is a secondary measure to be used only where an election is impracticable or where the district would otherwise be left unrepresented for a period of more than one year. Nothing in this Subsection limits the council's authority under Wis. Stat. § 17.23(1)(am).

C. No later than the next regular council meeting following the creation of a vacancy, the common council shall vote on a resolution:

1. Holding the vacancy open until the next regularly scheduled election consistent with Wis. Stat. § 17.23(1)(am).
2. Ordering a special election under Wis. Stat. § 8.50 to fill the vacancy at the earliest qualifying election date
3. Filling the vacancy by appointment under Subsection (F).

D. Before the Common Council votes on any resolution under Subsection (C), the matter shall be referred to the Government Affairs Committee for review and recommendation.

1. Upon the creation of a vacancy, or upon an alderperson's filing of a written declaration of prospective vacancy under Subsection (A)(2), the City Clerk shall promptly notify the Government Affairs Committee.
2. No later than the next regular meeting of the Government Affairs Committee following such notification, the Committee shall convene to consider whether the vacancy should be filled by election under Subsection (C)(1) or (C)(2), or by council appointment under Subsection (C)(3). The Committee's review shall include consideration of the factors set forth in Subsection (E).
3. The Government Affairs Committee shall adopt a written recommendation identifying its preferred course of action and the reasons therefor, and shall transmit that recommendation to the full Common Council.
4. The Common Council shall not vote on a resolution under Subsection (C) until it has received the Committee's written recommendation, or until thirty (30) days have elapsed from the date of vacancy notification, whichever occurs first. Nothing in this Subsection prevents the Council from departing from the Committee's recommendation, provided that the minutes record the Council's stated reasons for doing so.

E. If the Council determines it necessary to appoint someone under Subsection (C), the Council may proceed to fill the vacancy by appointment under Subsection (F). The minutes of the meeting shall record each council member's vote and shall include a written statement of the reason(s) the majority found an election impracticable. Appropriate grounds include one or more of the following:

- (i) The unexpired term is twelve (12) months or fewer from the date of vacancy;
- (ii) No qualifying election date exists within a reasonable period such that the district would be unrepresented for more than a year;
- (iii) The cost and administrative burden of a stand-alone special election would be disproportionate to the length of the unexpired term; or
- (iv) Other extraordinary circumstances documented in the council minutes.

B. _____

C.F. Committee to Nominate Replacements.

1. When an aldermanic vacancy occurs, or when an alderperson has declared a prospective vacancy, the Common Council has determined, pursuant to Subsection (C) that a council appointment is appropriate (either as an interim appointment pending a special election, or as a full appointment in lieu of a special election), and such vacancy occurs at such a time that it is necessary to appoint a replacement member prior to conducting an election, an aldermanic nomination committee of five current council members shall be formed to assess the qualifications of

applicants and to recommend one of the applicants to the full common council to fill the vacancy.

2. Four members of the aldermanic nomination committee shall be selected by drawing lots, as follows: If the vacancy is in an odd-numbered aldermanic district, alderpersons from each of the four odd-numbered districts shall serve as members of the aldermanic nomination committee. If the vacancy is in an even-numbered aldermanic district, alderpersons from each of the four even-numbered districts shall serve as members of the aldermanic nomination committee. One of the members of the committee will be the remaining alderperson from the aldermanic district which has a vacancy. The aldermanic representative from aldermanic districts represented by two alderpersons shall be chosen by lot. If the chosen alderperson from such district chooses not to serve on the committee, or is otherwise unable to serve, a replacement alderperson will be selected by lot, the other alderperson from that district shall serve instead.
3. The mayor shall appoint the fifth member of the aldermanic nomination committee from among the common council members who are not chosen to serve on the committee in accordance with paragraph (B)(2) ~~above; except, however, that the mayor may not appoint to the committee an alderperson from an aldermanic district already represented on the committee.~~
4. The mayor shall appoint the chair of the aldermanic nomination committee from among the five common council members who were chosen in accordance with paragraphs (B)(2) and (B)(3) above.

D.G. Selection of Replacements by Common Council.

1. The process for filling by council appointment, where authorized under Subsection (C), an aldermanic vacancy shall be as follows:
 - a. The city clerk shall announce the vacancy in the manner customarily used for official city announcements ~~for such vacancies.~~ Wauwatosa residents interested in the vacancy shall have two weeks from the date of the announcement to submit an application to the aldermanic nomination committee.
 - b. No later than two weeks after the close of the application deadline, the aldermanic nomination committee shall meet and conduct interviews of the applicants. The committee may select an applicant to recommend to the full common council at that meeting, or at a subsequent meeting to be held within seven days of the first meeting.
2. Those interviews of the aldermanic applicants shall be videotaped and broadcast on the public access television channel customarily used by the city for broadcasting meetings of the common council and of common council committees.
- ~~3.~~ To allow for public comment and appropriate consideration by alderpersons who are not members of the aldermanic nomination committee, the common council shall not vote to fill any aldermanic vacancy unless at least seven days have elapsed since the aldermanic nomination committee has selected an applicant to recommend to the common council.

4.3. After the time period specified in ~~subsection~~ Subsection (FC)(13) above has ended, the common council shall select one of the applicants for the aldermanic vacancy by a majority vote. It is not bound to follow the aldermanic nomination committee's recommendation.

CITY OF WAUWATOSA

Proposed Ordinance Amendment

AN ORDINANCE AMENDING SECTION 2.04.020 OF THE WAUWATOSA MUNICIPAL CODE RELATING TO THE VACATION OF THE OFFICE OF ALDERPERSON AND SELECTION OF A REPLACEMENT, TO VEST VACANCY-FILLING AUTHORITY EXPRESSLY IN THE COMMON COUNCIL

**THE COMMON COUNCIL OF THE CITY OF WAUWATOSA DO ORDAIN AS FOLLOWS:
SECTION I. FINDINGS AND PURPOSE.**

The Common Council of the City of Wauwatosa finds that:

1. The Common Council is the elected legislative body of the City, vested with authority over city governance pursuant to Wis. Stat. § 62.11(5).
2. The appointment of a replacement alderperson to fill a vacancy is a legislative act that directly affects the democratic representation of Wauwatosa residents.
3. The current language of § 2.04.020 does not sufficiently distinguish between the administrative coordination role of city staff and the decision making authority of the Common Council with respect to filling aldermanic vacancies.
4. Clarity in this section is in the public interest, particularly as the city transitions to a new 12-district council structure.

SECTION II. AMENDMENT.

Section 2.04.020 of the Wauwatosa Municipal Code is hereby amended to read as follows (*new language bold and italicized; deleted language struck through*):

2.04.020 — Vacation of the Office of Alderperson; Selection of Replacement.

A. Vacation of Office. An alderperson who moves their permanent residence from the aldermanic district from which they were elected to a different aldermanic district within the City of Wauwatosa may serve in a de facto capacity until their successor is appointed pursuant to this section.

B. Notice of Vacancy. Upon an alderperson's resignation, death, removal, or declaration of intent to vacate, the resigning or departing alderperson shall provide written notice to the City Clerk. City staff shall determine the next steps for filling the vacancy. ***The City Clerk shall promptly notify the Common Council President and the Mayor, and the Common Council shall have sole authority to determine the process and timeline for filling the vacancy, consistent with this section and applicable state law.***

C. Selection Committee — Formation. ***Upon a declaration of vacancy, the Common Council shall, at its next regular or special meeting, formally convene a Selection Committee by vote of the full Council.*** The Selection Committee shall consist of five (5) current alderpersons, selected as follows:

1. ***The Common Council shall designate four (4) Committee members by lot from among all eligible alderpersons.***
2. The Mayor shall appoint one (1) additional Committee member from the remaining alderpersons and shall designate the Committee Chair.

3. *The composition of the Selection Committee shall be confirmed by a vote of the Common Council before the Committee may convene.*

D. Selection Committee — Duties. *The Selection Committee shall first determine, by majority vote, whether the vacancy shall be filled by appointment or referred to the voters via special election held at the city's next scheduled election. In making this determination, the Committee shall consider the length of the remaining term and the proximity of the next scheduled city election.*

If the Selection Committee recommends appointment, it shall:

1. *Establish application criteria and a public application period of no fewer than fourteen (14) days;*
2. *Conduct interviews of qualified applicants who are resident electors of the vacant district;*
3. *Deliberate and, by majority vote, recommend one (1) applicant to the full Common Council for appointment.*

If the Selection Committee recommends a special election, it shall transmit that recommendation to the Common Council along with a written rationale, and the Common Council shall make the final determination pursuant to Section E.

City staff shall coordinate the selection process. City staff shall provide administrative and logistical support to the Selection Committee, including scheduling, public notice, and record keeping, but shall have no role in evaluating applicants or determining the outcome of the selection process. All substantive decisions regarding the vacancy and the selection of a replacement alderperson are reserved exclusively to the Common Council.

E. Council Action. *The Common Council shall consider the Selection Committee's recommendation at a regular or special meeting held no more than forty-five (45) days after the vacancy is formally declared. The Common Council shall determine, by majority vote of members present and voting, whether to fill the vacancy by appointment or by special election, as follows:*

1. *Appointment: The Common Council shall appoint a replacement alderperson by majority vote. The Common Council is not bound by the Selection Committee's recommendation and may appoint any qualified applicant.*
2. *Special Election: The Common Council may refer the vacancy to the voters by placing the seat on the ballot at the city's next scheduled election. Where a special election is ordered, the appointed City Clerk shall coordinate with the Milwaukee County Election Commission to place the seat on the next available municipal election ballot. The vacant seat shall remain unfilled, or an interim appointee may be designated by the Common Council to serve until the special election results are certified.*

F. State Law. *Nothing in this section shall be construed to conflict with Wis. Stat. §§ 17.03, 17.28, or 62.09(2). In the event of conflict, state law controls.*

SECTION III. EFFECTIVE DATE.

This ordinance shall take effect upon passage and publication as required by law.

Introduced by: Ald. _____ , District _____

Date Introduced: _____

Referred to Committee: _____

SUMMARY OF AMENDMENT

This amendment to § 2.04.020 clarifies and strengthens the role of the Common Council in filling aldermanic vacancies, ensuring that decision-making authority rests with the elected body rather than city staff, and expands the available remedies to include a special election. The key changes are as follows:

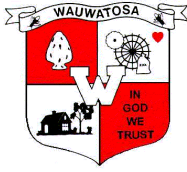
Notice of Vacancy (Section B): Removes language directing city staff to "determine next steps" when a vacancy occurs. In its place, the City Clerk is required to notify the Common Council President and Mayor promptly, and the Common Council is expressly given sole authority over the process and timeline for filling the vacancy.

Selection Committee Formation (Section C): Adds a requirement that the Common Council formally convene the Selection Committee by vote at its next regular or special meeting following a vacancy declaration. Four members are selected by lot from among all eligible alderpersons, with the Mayor appointing a fifth and designating the Committee Chair. The Committee's composition must be confirmed by a Council vote before the Committee may begin its work.

Selection Committee Duties (Section D): Expands the Committee's charge beyond appointment alone. The Committee must first determine whether the vacancy should be filled by appointment or referred to voters at the city's next scheduled election, considering the length of the remaining term and the proximity of that election. Depending on that recommendation, the Committee either conducts a standard applicant review process or transmits a special election recommendation with written rationale to the full Council. City staff are limited to administrative and logistical support, with no role in evaluating applicants or influencing outcomes.

Council Action (Section E): Establishes a 45-day deadline for the Common Council to act following a formal vacancy declaration. The Council may choose between two paths — direct appointment by majority vote, or referral to the voters at the next scheduled city election. If a special election is ordered, the City Clerk coordinates with the Milwaukee County Election Commission to place the seat on the next available ballot, and the Council may designate an interim appointee to serve in the meantime.

Taken together, these changes ensure that the filling of an aldermanic vacancy is treated as what it is: a legislative act belonging to the Common Council, with city staff playing a supporting rather than directing role, and with voters given a meaningful path to weigh in when



ALDERPERSON AGENDA ITEM MEMO

To: **Government Affairs Committee**

From: Robin Brannin, Alderperson District 9 and Joe Phillips, Alderperson District 7

Date: April 8, 2026

Subject: Proposal to Dissolve the City of Wauwatosa Board of Parks and Forestry Commission

Background/Rationale

The City of Wauwatosa currently maintains the Board of Parks and Forestry Commission, established under Wauwatosa Municipal Code Chapter 2.38 – Board of Parks and Forestry Commission. The Commission has historically served as an advisory body providing input on park operations, forestry management, and related policies.

References to the Commission also appear within Wauwatosa Municipal Code Chapter 7.64 – Parks: Rules and Regulations, which outlines rules governing the use and management of City parks.

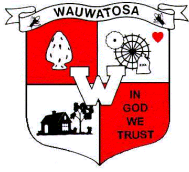
Approximately nine years ago, the Parks & Forestry Division operated under a structure in which the Operations Superintendent oversaw the division, supported by a Parks Field Supervisor responsible for day-to-day park operations and a separate supervisory role responsible for Forestry operations. While this structure supported completion of daily operational tasks, it did not adequately support short- or long-term planning for the City's parks system.

In recent years, the City transitioned to a new structure that places oversight of City parks under a **Parks & Forestry Superintendent**, now supported by a **Parks & Greenspace Manager**, a **Parks Field Supervisor**, and a **Forestry Field Supervisor**. This structure has created a stronger leadership team with significantly more trained and experienced staff dedicated to the planning, management, and implementation of park and urban forestry initiatives and design.

As a result, Wauwatosa is now well positioned to lead park system planning and implementation internally. This enhanced structure has allowed staff to effectively advance key Common Council initiatives and major park projects. A recent example is the successful development and execution of Firefly Grove Park, which required significant coordination, planning, and operational oversight that would have been difficult to achieve under the City's previous organizational structure.

Given these changes, it is appropriate to review whether maintaining the Parks & Forestry Commission remains necessary or whether its responsibilities can be more effectively managed within the existing council committee structure.

- **Department leadership and planning capacity have evolved.**
The addition of a dedicated Parks Manager has strengthened the City's internal capacity to lead park system planning and implementation. With the completion of the Parks & Open Space Plan, the focus now shifts to execution, which is primarily a staff and council function rather than one requiring a standing advisory commission.



ALDERPERSON AGENDA ITEM MEMO

- **Significant staff time is required to support the Commission.**
Parks staff spend approximately 15–20 hours per meeting preparing materials for Commission meetings, including compiling departmental updates, preparing agendas and reports, and responding to follow-up questions. These administrative tasks divert staff time away from park operations and implementation priorities.
- **Committee attendance limits the Commission’s effectiveness and prevents staff from moving forward with operational needs of the parks.**
Attendance challenges have made it difficult for the Commission to consistently conduct business. There have only been three meetings (*out of 15 total*) since January 2024 that have had full committee attendance.
- **The Commission has advisory input but limited formal authority.**
Most items reviewed by the Commission ultimately require approval by the Common Council or a council committee. As a result, agenda items are frequently reviewed by both the Commission and a council body, creating duplicative review and additional staff workload without providing clear governance authority.
- **Precedent exists for sunseting advisory bodies when administrative capacity evolves.**
In 2019, the City sunset the Marketing & Communications Advisory Committee after hiring full-time communications staff in 2017 and completing a comprehensive Communications Plan. This transition reflected the City’s shift toward staff-led implementation supported by council oversight.

Taken together, these factors suggest that the Parks & Forestry Commission no longer serves a clear operational purpose and that its responsibilities can be more efficiently handled through the existing council committee structure.

Proposed Shifts in Authority

Following discussions with City staff, the following structure is recommended for handling items currently reviewed by the Parks & Forestry Commission.

Board of Public Works

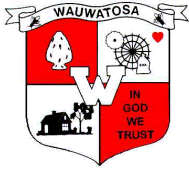
- Approve various policies related to the use of City parks
- Hear appeals of staff decisions regarding Parks behavioral policies and forestry policies
- Approve the Parks and Forestry Operations Manual
- Approve plans and specifications for publicly bid Capital Improvement Program (CIP) projects

Community Affairs Committee

- Approve Parks & Open Space land use policies, including Park & Open Space Plans
- Approve park usage agreements between the City and nonprofit or for-profit entities

Financial Affairs Committee

- Approve annual operating and Capital Improvement Program (CIP) budgets
- Approve grants and expenditures in accordance with City purchasing policy



ALDERPERSON AGENDA ITEM MEMO

NOTE: Exterior structural modifications or new structures within parks already require review by the Design Review Board or Historic Preservation Commission, where applicable.

Requested Action

Because the Parks & Forestry Commission is referenced in multiple sections of the municipal code, dissolving the Commission would require updates to more than one chapter.

Specifically, staff would be directed to:

- Repeal Chapter 2.38, which establishes the Board of Parks and Forestry Commission
- Amend references to the Commission within Chapter 7.64 (Parks – Rules and Regulations)
- Reassign authority within those sections to the appropriate council committee or City staff as necessary

These updates would ensure that park policies and operational authority remain clearly defined within the municipal code.