



# Wauwatosa, WI

## Government Affairs Committee

### Meeting Agenda

7725 W. North Avenue  
Wauwatosa, WI 53213

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Tuesday, February 10, 2026

6:30 PM

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

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#### 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 a new Class "B" Beer and "Class B" Liquor license by JSMKL Inc., d/b/a Jackson's Blue Ribbon Pub, 11302 W. Blue Mound Road, Kayla Aicher - Agent, for the period ending June 30, 2026 [26-0289](#)
2. Consideration of approval of an intergovernmental agreement establishing a joint fire department between West Allis and Wauwatosa [26-0290](#)

#### 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](mailto:tclerk@wauwatosa.net), with as much advance notice as possible.



## Staff Report

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**File #:** 26-0289

**Agenda Date:** 2/10/2026

**Agenda #:** 1.

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Consideration of application for a new Class "B" Beer and "Class B" Liquor license by JSMKL Inc., d/b/a Jackson's Blue Ribbon Pub, 11302 W. Blue Mound Road, Kayla Aicher - Agent, for the period ending June 30, 2026

**Submitted by:**

Deyanira Nevarez, City Clerk

**Department:**

City Clerk

**A. Issue**

JSMKL Inc., d/b/a Jackson's Blue Ribbon Pub, has applied for a new retail Class "B" Beer and "Class B" Liquor license for the 2025-2026 license period for the premises located at 11302 W Blue Mound Road.

**B. Background/Options**

JSMKL Inc. has acquired Blue Ribbon Pub, LLC, the previous alcohol licensee for the Jackson's Blue Ribbon Pub establishment. Blue Ribbon Pub, LLC has surrendered their alcohol license to the City in conjunction with this application by JSMKL Inc. This is a change in ownership and not a change in the nature or operations of the establishment. The applicant has been in communication with other City departments to ensure all other permits and records are updated after this change.

Jackson's Blue Ribbon Pub of Wauwatosa is a full-service restaurant and beverage establishment located at 11302 W. Blue Mound Road. The establishment includes indoor dining space, a bar area, and an outdoor patio. Current hours of operation are 11:00 AM to 12:00 AM, seven days a week. Kitchen hours run from 11:00 AM to 10:00 PM Sunday through Thursday, and 11:00 AM to 11:00 PM on Fridays and Saturdays. More information can be found in the application materials included in the agenda packet.

Background checks were conducted on the Agent, Kayla Aicher, and four members of JSMKL Inc. No violations substantially related to licensing activities were found. The Agent meets all other qualifications of Wis. Stat. Ch. 125.

**C. Department Reviews**

Police: No issues.

Fire: No issues.

Health: No issues. New owner will be required to install a handwashing sink in the kitchen

Development: No issues.

Attorney: No issues.

Finance: No issues.

**D. Recommendation**

I recommend the Common Council grant a new Class “B” Beer and “Class B” Liquor license to JSMKL Inc., d/b/a Jackson’s Blue Ribbon Pub, for the period ending June 30, 2026, for the premises located at 11302 W. Blue Mound Road, with Kayla Aicher as the appointed agent.

# Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

**License(s) Requested:** (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_    
  Class "B" Beer ..... \$ \_\_\_\_\_  
 "Class A" Liquor ..... \$ \_\_\_\_\_    
  "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_    
  Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ \_\_\_\_\_

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
<b>Total Fees</b>	<b>\$</b>

**Part A: Premises/Business Information**

1. Legal Business Name (individual name if sole proprietorship) JSMKL Inc.		
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa		
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
6. State of Organization WI	7. Date of Organization 01/27/2026	
9. Premises Address 11302 W. Bluemound Road		
10. City Wauwatosa	11. State WI	12. Zip Code 53226
13. County Milwaukee	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Wauwatosa	15. Aldermanic District 3
16. Premises Phone (414) 988-4485	17. Premises Email jblueribbonpub@gmail.com	18. Website jacksonsblueribbonpub.co
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  The premise consists of a 2,700 square foot full-service restaurant and bar located at 11302 W. Bluemound Road, Wauwatosa. The premises includes a dining area, a bar with counter and seating, a commercial kitchen, and restrooms. Alcoholic beverages are stored downstairs in a locked alcohol/liquor storage room. Alcohol will be served by staff to seated patrons for on premises consumption. An outdoor patio of approximately 1,500 square feet is located to the south of the building and a portion of the east side of the building.		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

**Part B: Questions**

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.      Yes      No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . .  Yes  No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . .  Yes  No  
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . .  Yes  No  
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
See Attached			

**Part D: Attestation**

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Aicher	First Name Kayla	M.I. M.
Title Member		
Signature <i>Kayla Marie Aicher</i>	Date 1-30-26	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

<b>Last Name</b>	<b>First Name</b>	<b>Title</b>	<b>Phone</b>
Modl	Joseph	Member	
Krahn	Scott	Member	
Aicher	Kayla	Member	
Dronso	Melissa	Member	
Pavlekovich-Kraft	Alexis	Member	

<b>Agent Type</b> (check one)	
<input type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

<b>Part B: Agent Information</b>		
1. Last Name Aicher	2. First Name Kayla	3. M.I. M.

<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
See instructions for exceptions.	

Continued →

**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Aicher	First Name Kayla	M.I. M.
Title Member	[REDACTED]	
Signature <i>Kayla Marie Aicher</i>	Date 1-30-26	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Aicher</i>	First Name <i>Kayla</i>	M.I. <i>M</i>
Signature <i>Kayla Marie Aicher</i>	Date 1-30-26	

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information		
1. Last Name Aicher	2. First Name Kayla	3. M.I. M.
4. Relationship to Business (Title) Member	5. Email [REDACTED]	6. Phone [REDACTED]
7. Home Address [REDACTED]		

Part C: Address History							
1. Do you currently live in Wisconsin? ..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes, provide the month and year when you permanently moved to Wisconsin ..... (MM/YYYY) 12/1998							
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1 [REDACTED]	City State Zip Code						
Previous Address 2	City State Zip Code						
Previous Address 3	City State Zip Code						
Previous Address 4	City State Zip Code						
Previous Address 5	City State Zip Code						
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State WI	County Waukesha	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Kayla Archer</i>	Date 1-30-26
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- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>		
1. Last Name Dronso	2. First Name Melissa	3. M.I. A.
4. Relationship to Business (Title) Member		

<b>Part C: Address History</b>							
1. Do you currently live in Wisconsin? .....							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the month and year when you permanently moved to Wisconsin .....							(MM/YYYY) 12/1977
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Washington	WI	Milwaukee	WI	Waukesha		
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
<i>Melissa Purso</i>	1-30-26

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- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>		
1. Last Name Krahn	2. First Name Scott	3. M.I. A.
4. Relationship to Business (Title) Member		

<b>Part C: Address History</b>							
1. Do you currently live in Wisconsin? .....			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, provide the month and year when you permanently moved to Wisconsin .....			(MM/YYYY) 04/1964				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Waukesha	WI	Washington	WI	Milwaukee		
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Misdemeanor gambling charge (believed to be)	Town of Oconomowoc, WI	
Penalty Imposed	Was sentence completed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$260.00 fine paid in 2017		
Law/Ordinance Violated	Location	Conviction Date
Permit Gambling Machine on Premises	Milwaukee, WI	04/15/1999
Penalty Imposed	Was sentence completed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$1,314.00 fine		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
<i>Scott A. Kuhl</i>	1-30-26

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- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>		
1. Last Name Modl	2. First Name Joseph	3. M.I. F.
4. Relationship to Business (Title) Member		

<b>Part C: Address History</b>			
1. Do you currently live in Wisconsin? .....			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the month and year when you permanently moved to Wisconsin .....			(MM/YYYY) 10/1961
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State WI	County Waukesha	State WI	County Washington
State WI	County Milwaukee	State WI	County Milwaukee
State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No  
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>Misdemeanor gambling charge (believ</i>	Location <i>Town of Oconomowoc</i>	Conviction Date
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Penalty Imposed <i>\$260 fine paid in 2017</i>	Was sentence completed? . . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Law/Ordinance Violated	Location	Conviction Date
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Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Joseph F. Modl</i>	Date <i>1-30-29</i>
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- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) JSMKL Inc.	
2. Business Trade Name or DBA Jackson's Blue Ribbon Pub of Wauwatosa	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

<b>Part B: Individual Information</b>		
1. Last Name Pavlekovich-Kraft	2. First Name Alexis	3. M.I. N.
4. Relationship to Business (Title) Member		

<b>Part C: Address History</b>							
1. Do you currently live in Wisconsin? .....			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, provide the month and year when you permanently moved to Wisconsin .....			(MM/YYYY) 04/2003				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Waukesha						
State	County	State	County	State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

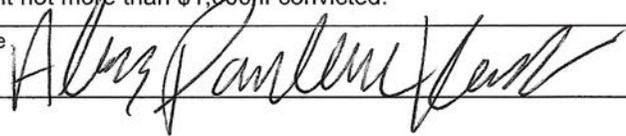
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 1-30-26
---	-----------------

Alexis N Pavlekovich-Kraft

Licence #BART2526-140      **Operators License**      \$30.00

Whereas, the local governing body of the City of Delafield, County of Waukesha, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to

Alexis N Pavlekovich-Kraft

AND WHEREAS, the said applicant has paid to the treasurer the sum of \$30.00 as required by local ordinances and has complied with all requirements necessary for obtaining a license. Now therefore, an Operator's License, pursuant to Section 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to said applicant. For the Period from July 1, 2025 to June 30, 2026.



*Molly J. ...* Clerk

Wallet Cut-out

**OPERATORS LICENSE**

Licence #BART2526-140      *CITY OF DELAFIELD*      Fee Paid: \$ 30.00

Whereas, the local governing body of the **City of Delafield**, County of Waukesha, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to

Alexis N Pavlekovich-Kraft

AND WHEREAS, the said applicant has paid to the treasurer the license fee as required by local ordinances and has complied with all requirements necessary for obtaining a license. Now therefore, an Operator's License, pursuant to Section 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances is hereby issued to said applicant,

For the Period from July 1, 2025 to June 30, 2026.



*Molly J. ...* Clerk

# Serving Alcohol

is proud to present this certificate to

**Kayla Aicher**

for successful completion of the online course



## Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- \* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- \* OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- \* RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- \* DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- \* ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at  
[servingalcohol.com](http://servingalcohol.com)

**Verification Code**

**VoQiGzJCcP**

**Date Issued**

**Jun 6th, 2025**

**VALID FOR 2 YEARS**

**This is not a Wisconsin operators/bartenders license.**

**This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.**

**Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>**

**Wisconsin Alcohol Seller/Server Course**

**Name: Kayla Aicher**

**Certification Date: Jun 6th, 2025**

**Certificate Code: VoQiGzJCcP**

**Verify Online: [servingalcohol.com](http://servingalcohol.com)**

**125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.**

**SERVING ALCOHOL INC**

**VALID FOR 2 YEARS**

**Learn more about this wallet card at <http://servingalcohol.com/wallet-card>**

# Serving Alcohol

is proud to present this certificate to

**Alexis Pavlevich-Kraft**

for successful completion of the online course

## Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- \* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
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- \* RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- \* DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- \* ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.



Verify online at  
[servingalcohol.com](http://servingalcohol.com)

### Verification Code

**D6ASZkPjNb**

### Date Issued

**Aug 7th, 2023**

**VALID FOR 2 YEARS**

**This is not a Wisconsin operators/bartenders license.**

**This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.**

**Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>**

### Wisconsin Alcohol Seller/Server Course

**Name: Alexis Pavlevich-Kraft**

**Certification Date: Aug 7th, 2023**

**Certificate Code: D6ASZkPjNb**

**Verify Online: [servingalcohol.com](http://servingalcohol.com)**

**125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.**

**SERVING ALCOHOL INC**

**VALID FOR 2 YEARS**

**Learn more about this wallet card at <http://servingalcohol.com/wallet-card>**

January 30, 2026

**RE: Business Plan of Operation – Jackson’s Blue Ribbon Pub of Wauwatosa**

Jackson’s Blue Ribbon Pub of Wauwatosa is a well-established full-service restaurant and beverage establishment located at 11302 W. Bluemound Road, Wauwatosa, WI 53226. Jackson’s Blue Ribbon Pub offers a welcoming social atmosphere with high-quality food and service. Jackson’s is a destination for casual dining, special occasions and social events or gatherings.

Jackson’s consists of indoor dining space, a bar, and an outdoor patio. Current hours of operations are from 11:00 a.m. to 12:00 a.m. seven days a week. The current kitchen hours are from 11:00 a.m. to 10:00 p.m. on Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. on Fridays and Saturdays.

Parking is provided to the north and west sides of the building. It is also a convenient and walkable destination for the surrounding neighborhoods.

No building or site modifications are proposed as part of this change of ownership. The name, use, menu, and operations will remain the same.

Sincerely,

*Nicholas Fuchs*

Nicholas Fuchs  
Wrayburn Consulting



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-224-5761  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000200

Letter ID L1876518320

JOE MODL  
 JSMKL INC  
 11302 W BLUEMOUND RD  
 WAUWATOSA WI 53226-4030

**Wisconsin Department of Revenue Seller's Permit**

**Legal/real name:** JSMKL INC  
**Business name:** JACKSON'S BLUE RIBBON PUB OF WAUWATOSA  
 11302 W BLUEMOUND RD  
 WAUWATOSA WI 53226-4030

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

<b>Tax Type</b>	<b>Account Type</b>	<b>Account Number</b>
Sales & Use Tax	Seller's Permit	456-1032255454-02



**State of Wisconsin • DEPARTMENT OF REVENUE**

Personal Wallet Copy

Seller's Permit: 456-1032255454-02  
Legal/Real Name: JSMKL INC

Signature \_\_\_\_\_

**We are here to serve you**

Wisconsin Department of Revenue  
PO Box 8902  
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: [dorbusinessstax@revenue.wi.gov](mailto:dorbusinessstax@revenue.wi.gov)

Web: [www.revenue.wi.gov](http://www.revenue.wi.gov)

Main office: 2135 Rimrock Rd., Madison



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-327-0235  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000199

JOE MODL  
 JSMKL INC  
 11302 W BLUEMOUND RD  
 WAUWATOSA WI 53226-4030

Letter ID L0534341040



## Wisconsin Business Tax Registration Certificate

**Expiration date:** January 31, 2028

**Legal/real name:** JSMKL INC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1032255454-02
Local Exposition Tax	Local Exposition Tax	014-1032255454-04
Withholding Tax	Withholding Tax	036-1032255454-05

The following is a list of the business locations that you have registered with the Department of Revenue.

456-1032255454-02  
JSMKL INC  
JACKSON'S BLUE RIBBON PUB OF  
WAUWATOSA  
11302 W BLUEMOUND RD  
WAUWATOSA WI 53226-4030



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-327-0235  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000198

JOE MODL  
 JSMKL INC  
 11302 W BLUEMOUND RD  
 WAUWATOSA WI 53226-4030

Letter ID L0802776496



February 3, 2026

## Wisconsin Business Tax Registration

Thank you for registering with the Wisconsin Department of Revenue. We hope you enjoy a prosperous and rewarding future in your new business. In this letter, we provide you with information and services about your tax filing and payment responsibilities. Please keep this letter as a reference guide.

**Included in this packet:**

- **Your account information and details**
- **Electronic filing (e-filing) requirements**
- **Business tax resources**, including making changes to your account, tax publications and forms
- **Registration certificate**
  - Review certificate information to make sure it's correct. See enclosed document.
- **Seller's permit**
  - Review permit information to make sure it's correct. See enclosed document.

**Account information and details**

Tax account type	Tax account number	Effective date	Filing frequency	First return due
Local Exposition Tax	014-1032255454-04	3/1/2026	Quarterly	4/30/2026
Withholding Tax	036-1032255454-05	3/1/2026	Quarterly	4/30/2026
Sales & Use Tax	456-1032255454-02	3/1/2026	Quarterly	4/30/2026

### Sales and use tax

#### • Form ST-12: required quarterly filing

- **Important:** Your tax return is due on the last day of the month following the quarter for which you are filing
- You must file a quarterly tax return, even if you have no sales and use tax to report during the quarter
- If you don't file, we will send you an estimate of the tax
- You must e-file your sales and use tax returns beginning 90 days after receiving this letter

**Note:** If the "first return due date" - listed on the first page of this letter - falls within the 90 days, you must file and pay by that due date. See the "Electronic filing information" section below.

### Withholding tax

#### • Form WT-6: required quarterly filing

- **Important:** You must file your withholding report on or before the last day of the month following the quarter for which you are filing
- If you don't file, we will send you an estimate of the tax

#### • Form WT-7: required annual filing

- **Important:** The WT-7 is due on January 31 each year.
- You must file the Annual Reconciliation even if you don't withhold any tax from wages during the year
- If you don't file, we will send you an estimate of the tax

You must e-file your withholding tax reports beginning 90 days after receiving this letter

**Note:** If the "first return due" date - listed on the first page of this letter - falls within the 90 days, you must file and pay by that due date. See the "Electronic filing information" section below.

### Local exposition tax

You are registered to collect one or more of the following local exposition tax types:

- Basic room tax
- Additional room tax
- Food and beverage tax
- Car rental tax

#### • Form EX-12: required quarterly filing

- **Important:** Your tax return is due on the last day of the month following the end month of the quarter for which you are filing
- You must file a quarterly tax return, even if you have no local exposition tax to report during the quarter
- If you don't file, we will send you an estimate of the tax
- You can file your returns and make your payments electronically. See the "Electronic filing information" section below

## Electronic filing (e-filing) information

Many business tax returns and payments must be e-filed. Find the requirements for each tax type in the "Account details and information" section above. We encourage you to use one of the three e-filing options listed below, even if you are not required to e-file. E-filing is secure, accurate and free.

### E-filing options:

#### 1. My Tax Account - register at [tap.revenue.wi.gov](http://tap.revenue.wi.gov)

My Tax Account is our simple, secure, and free online business tax system available 24 hours a day, seven days a week. It allows you to:

- View your account status
- File and amend returns (see below)
- Make payments (see below)
- Update your account information
- View and print notices and correspondence you've received
- Request return filing extensions
- Request payment plans
- Authorize your tax professional to manage your account

File original or amended tax returns and make payments for these tax and fee types:

- Sales and use taxes
- Premier resort area tax
- Withholding tax
- Local exposition taxes
- Electric vehicle charging tax
- Rental vehicle fee
- Dry cleaning fee
- 911 fee
- Excise taxes

## 2. File transmission

File transmission is a secure process that allows you to e-file your tax returns and send electronic funds transfer (EFT) payments.

It is intended for users with technical expertise or access to software that creates XML files. It allows you to work offline until you are ready to submit securely online.

For more information, search for "file transmission" on our website, [revenue.wi.gov](http://revenue.wi.gov).

## 3. TeleFile

TeleFile allows you to file and pay a sales and use or withholding tax return by phone. TeleFile allows you to keep your tax account current without mailing a paper return.

For more information, search for "telefile" on our website.

## Business tax resources

### Making changes to your account

If you need to:

- Change your business name
- Change your business address
- Discontinue a business tax account
- Change your business ownership
- Add a new location
- Add access to an account in MTA

Make account updates anytime via My Tax Account at [tap.revenue.wi.gov](http://tap.revenue.wi.gov).

For further assistance with account changes, contact us during business hours at:

- (608) 266-2776
- [dorbusinessstax@revenue.wi.gov](mailto:dorbusinessstax@revenue.wi.gov)

Include the following information:

- Business name(s)
- Account numbers impacted by the change
- Federal employer identification number (FEIN)
- Type of change being made
- Effective date of the change

### Additional resources, information, assistance

**Stay Informed:** Be aware of tax law changes, new interpretations, and court cases, which may affect how you calculate and file your returns. Our website, [revenue.wi.gov](http://revenue.wi.gov), provides numerous resources to keep informed of changing tax laws and information necessary to conduct your business.

Visit our website's Businesses page for links to helpful resources, including answers to many tax questions. For specific information on the following topics, search our website using the below terms.

- Sales and use tax: search "sales and use"
- Withholding tax: search "withholding"
- 911 fee: search "police and fire"
- Rental vehicle fee: search "rental vehicle"

- Dry cleaning facility license and products fees: search "dry cleaning facility"

### Email lists

Subscribe to DOR E-News to receive specific information and updates based on your subscription choices.

Search "e-news" on our website to view all available lists.

### Wisconsin Tax Bulletin

The *Wisconsin Tax Bulletin* is a quarterly publication with information about Wisconsin sales and use, income, franchise and excise taxes. It contains information about new tax laws, return filing, and existing law interpretations. It also provides summaries of major Wisconsin tax cases decided by the Wisconsin Tax Appeals Commission and the courts.

Search "bulletin" on our website for a full list of current and past editions.

### Tax publications and forms

Publications, instructions and forms for all tax types are available on our website. Some publications are specific to an industry type or common tax issue.

**Publications** - To view a complete list, search "DOR publications" on our website.

Below is a list of common publications available. Search by its number to view:

- Publication 201, *Wisconsin Sales and Use Tax Information*
- Publication 229, *Brackets for Collecting Wisconsin Sales or Use Tax on Retail Sales*
- Publication 303, *Alcohol Beverage Tax Information*
- Publication 307, *Motor Vehicle Fuel Tax Information*
- Publication 403, *Premier Resort Area Tax - For Persons Selling Tangible Personal Property and Taxable Services in Premier Resort Areas*
- Publication 410, *Local Exposition Taxes*
- Publication W-166, *Wisconsin Employer's Withholding Tax Guide*

**Forms** - To view a complete list, search "DOR forms" on our website.

Below is a list of common forms available. Search by its number to view:

- Form S-203, *Your Privileges and Obligations as a Seller*
- Form S-211, *Sales and Use Tax Exemption Certificate*
- Form S-211-SST, *Streamlined Sales and Use Tax Exemption Certificate (WI)*
- Form W-204 (WT-4), *Employee's Wisconsin Withholding Exemption Certificate/New Hire Reporting*

### Also in this packet

#### Registration certificate (see enclosed document)

- Contains a list of all permits, licenses or certificates issued to you.
- Confirms you are registered with us for those tax types.
- If you are authorized to sell alcoholic beverages, you must always display this certificate at the business location listed on your certificate.
- This certificate is not transferable.
- If you are operating from more than one business location, your registration certificate will list each business location on a second page attachment.

#### Seller's permit (see enclosed document)

- Required for every individual, partnership, corporation or other organization making retail sales of taxable products and services in Wisconsin, unless all sales are exempt from sales or use tax.

- Must be displayed at the place of business and is not valid at any other location.
- If your business operates from a non-fixed location, you must bring the personal wallet copy to all events



Daniel Zierath  
Blue Ribbon Pub, LLC  
11302 W. Bluemound Road  
Wauwatosa, WI 53226

February 2, 2026

City of Wauwatosa  
Attn: City Clerk's Office  
7725 W. North Avenue  
Wauwatosa, WI 53213

**RE: Surrender of Liquor License for Blue Ribbon Pub,  
LLC (DBA Jackson's Blue Ribbon Pub of Wauwatosa),  
11302 W Bluemound Rd, Wauwatosa, WI 53226**

On behalf of Blue Ribbon Pub, LLC, (DBA Jackson's Blue Ribbon Pub of Wauwatosa), I hereby surrender the Class "B" Beer and Class "B" Liquor retail alcohol license for Jackson's Blue Ribbon Pub to the City of Wauwatosa as of February 25, 2026.

Sincerely,



Daniel Zierath,  
Blue Ribbon Pub, LLC  
Managing Member

**INTERGOVERNMENTAL AGREEMENT**

**TO CREATE**

**MILWAUKEE METRO FIRE RESCUE CORPORATION**

Pursuant to the provisions of Wis. Stat. §§ 62.13(1m) and 66.0301(2), this agreement is made and entered into as of February 24, 2026, by and between the City of West Allis, a municipal corporation (“West Allis”) and the City of Wauwatosa, a municipal corporation (“Wauwatosa”) (individually the “municipality” and collectively the “municipalities”), to establish a joint fire department to provide fire protection and emergency services to both municipalities.

WHEREAS, the municipalities funded a study conducted by McMahon & Associates (the “Consultant”) to determine the feasibility of combining their respective fire departments; and

WHEREAS, the Consultant determined that both fire departments are top-rated, highly skilled organizations with similar staffing, budgets, call volume, recruiting standards, and training standards;

WHEREAS, the Consultant found that each department was familiar with the other because they frequently worked together through recruiting, training, and mutual assistance; and

WHEREAS, the Consultant concluded that if the municipalities formed a joint fire department, they could maintain or improve fire and emergency services and save a combined estimated \$1.3 million in the first full year of operation and over \$7 million in the first five years compared to the cost of operating separately; and

WHEREAS, there are significant benefits to the municipalities by forming a joint fire department at this time. Specifically, each municipality would be eligible for tens of millions of dollars in innovation grant money pursuant to Wis. Stat. § 79.038. In addition, the levy limits imposed by Wis. Stat. § 66.0602 for a joint fire department are based upon consumer price index and not the unworkable net new construction standard; and

WHEREAS, the municipalities may create a joint fire department without losing legal protections currently available to them, such as discretionary immunity, damages caps, mutual assistance laws, and the police power afforded to fire officials; and

WHEREAS, the municipalities have found that creating a joint fire department is in the best interests of both communities;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree as follows:

1. Creation of Nonstock Corporation. The municipalities agree to be the sole incorporators for a nonstock, nonprofit corporation formed under Wis. Stat. Ch. 181 described in the articles of incorporation attached and marked as **Exhibit A**. The agent named in Exhibit

A shall file that document with the State of Wisconsin substantially in its form as attached.

2. Service Contract. The nonstock, nonprofit corporation created using Exhibit A shall provide fire protection and emergency services to the municipalities in accordance with the service contract marked as **Exhibit B** (“Service Contract”). The Service Contract shall establish the 2025 total cost to provide fire protection and emergency services for the municipalities (“2025 Combined Cost”). The municipal officials authorized to execute this intergovernmental agreement shall also execute Exhibit B substantially in its form as attached.
3. Joint Fire Commission. Pursuant to Wis. Stat. § 62.13(2)(c) a joint fire commission is created solely to exercise the powers and duties described in Wis. Stat. § 62.13(3) to (12) as they relate to the operation of a fire department. The joint fire commission shall be called the Milwaukee Metro Fire Commission (“Commission”). All provisions under Wis. Stat. § 62.13 shall apply to the Commission, except as stated below:
  - 1) *Commissioners*. The Commission shall have up to 6 commissioners. West Allis shall appoint up to 3 commissioners to the Commission, and Wauwatosa shall appoint up to 3 commissioners to the Commission.
  - 2) *Terms*. The mayor from each municipality shall appoint the initial three commissioners, subject to approval by the respective common councils. The commissioners appointed shall serve staggered terms so that one commissioner’s term from each municipality shall expire on May 3, 2027, and each of the subsequent two first Mondays of May. Thereafter, the mayor from each municipality shall annually, between the last Monday of April and the first Monday of May, appoint in writing to be filed with the secretary of the Commission, one commissioner for a term of 3 years, subject to approval by the respective common councils. Persons serving as commissioners shall serve until their respective successors are appointed and qualify, unless removed pursuant to Wis. Stat. § 17.12(1)(cm).
  - 3) *Officers*. The Commission shall elect a president and secretary from among its membership who shall serve in that role until a new president or secretary is elected.
  - 4) *Procedure*. Meetings of the Commission shall comply with open meetings laws under Wis. Stat. § 19.81, et seq. Further rules for the administration of this provision may be made by the Commission.
  - 5) *Voting Requirements*. The affirmative vote of a majority of the commissioners present is required on all issues brought before the Commission.
  - 6) *Compensation*. No compensation shall be paid to commissioners for their services, but they may be reimbursed for actual and necessary expenses incurred if so authorized by the Commission and budgeted.

- 7) *Vacancies*. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.
4. Commission Request for Resources. If the Commission requires resources to perform its duties, the Commission shall request such resources from MMFR by communicating its request to MMFR's board of directors.
5. Mandatory Municipal Payment Approval; initial 5 years. Each municipality shall annually approve payment to MMFR if the payment amount by each municipality is less than or equal to the following:
  - a. Year 2026: 102.8340% of the amount funded by its tax levy in 2025 (prorated)
  - b. Year 2027: 105.7483% of the amount funded by its tax levy in 2025
  - c. Year 2028: 108.7452% of the amount funded by its tax levy in 2025
  - d. Year 2029: 111.8271% of the amount funded by its tax levy in 2025
  - e. Year 2030: 114.9962% of the amount funded by its tax levy in 2025
6. Mandatory Municipal Payment Approval; subsequent years. Starting in 2031 and each year thereafter, each municipality shall annually approve payment to MMFR if the payment amount by each municipality increases from the previous year by no more than the lesser of the following:
  - a. 4%, or
  - b. the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on August 31 of the year of the levy, plus 2%
7. Request to Exceed Mandatory Municipal Payment Approval Amount. If MMFR proposes to the municipalities a payment amount in excess of the amounts stated above, the municipalities may approve payment to MMFR. In the event at least one municipality does not approve a payment request under this section by December 1 of the year preceding the proposed budget year, each municipality shall pay to MMFR an amount equal to the maximum amount for which payment is mandated above.
8. Compatibility of Offices. The municipalities find that it is compatible with his or her office for an individual to simultaneously serve on MMFR's board of directors and the Commission.
9. Retention of Previous Revenue. Each municipality shall retain any revenue earned before the effective date of this agreement and while that municipality is providing fire protection and emergency services to MMFR through a staffing agreement. After termination of the staffing agreement between MMRF and the municipalities, all revenues from grants or fees received by the municipalities for fire protection or emergency services shall be transferred to MMFR.

10. Liability for Previous Expenses. Each municipality shall pay for any liabilities incurred before the effective date of this agreement and while that municipality is providing fire protection and emergency services to MMFR through a staffing agreement. All liabilities incurred for fire protection or emergency services after termination of the staffing agreement between MMRF and the municipalities shall be the responsibility of MMFR.

11. Invoice and Payments.

- a. Year 2026. On or before the date fire protection and emergency services are transferred to MMFR, each municipality shall pay at least half of the amount owed by that municipality for 2026 plus a refundable equity contribution of \$1 million to create a working capital account. Each municipality shall pay the remaining balance by July 1, 2026.
- b. Year 2027 and Beyond. By December 15, 2026, and each December 15 thereafter, MMFR shall invoice each municipality for the subsequent year's payment amount. Each municipality shall pay at least half the amount due by January 31 of that subsequent year. Any balance remaining shall be paid by July 1 of that subsequent year.
- c. Nonpayment. If any municipality fails to make timely payment, MMFR or the municipality making payment in full may take any lawful action to compel payment of the amount owed. In addition to any sum in default, there shall be included in the judgement all allowed interest, costs, disbursements, and a reasonable sum as attorney's fees.
- d. Equity Contribution. MMFR shall retain the \$2 million in equity contributions from the municipalities for the initial term of the service contract. Thereafter, if MMFR has created a separate working capital account that independently provides sufficient working capital for MMFR's operations, MMFR may return the equity contributions to the municipalities only by majority vote of its members.

12. Termination. This intergovernmental agreement shall terminate upon the termination of the Service Contract or the dissolution of MMFR. If this intergovernmental agreement is terminated while MMFR is holding the municipalities' equity contributions, the municipality that caused the termination of this intergovernmental agreement shall receive 50% of its equity contribution. The municipality that did not cause the termination shall receive the remaining balance of the other municipality's equity contribution.

Mayor

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Clerk

City of Wauwatosa

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Mayor

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Clerk

DRAFT

**EXHIBIT A**

**ARTICLES OF INCORPORATION**

**for**

**MILWAUKEE METRO FIRE RESCUE CORPORATION**

**ARTICLE 1 – NAME OF CORPORATION**

The name of the corporation is Milwaukee Metro Fire Rescue Corporation.

**ARTICLE 2 – INCORPORATION CHAPTER**

The corporation is incorporated under Wis. Stat. Ch. 181.

**ARTICLE 3 – MAILING ADDRESS**

The mailing address of the initial principal office of the corporation:

7525 West Greenfield  
West Allis, WI 53214

**ARTICLE 4 – STREET ADDRESS AND REGISTERED AGENT**

The street address of the corporation's initial registered office and the name and e-mail address of its initial registered agent at that office:

Kail Decker  
7525 West Greenfield Avenue  
West Allis, WI 53214  
[kdecker@westalliswi.gov](mailto:kdecker@westalliswi.gov)

**ARTICLE 5 - PURPOSES**

The limited purposes for which the corporation is organized are as follows:

- A. To operate a joint fire department organized under Wis. Stat. §§ 66.0301(2) and 62.13(1m) as a subdivision or agency of municipalities for the purposes of Wis. Stat. §§ 345.05 and 893.80.
- B. To operate a joint emergency medical services district organized by municipalities under Wis. Stat. § 66.0301(2).
- C. To operate as an instrumentality of municipalities for the purposes of Wis. Stat. §§ 40.02(28) and 111.70(1)(j).

- D. To operate as a nonprofit, charitable organization that is lessening of the burdens of government imposed upon municipalities under Wis. Stat. § 62.13(8) and register as a charitable organization under Wis. Stat. § 202.12(1) if allowed or required by law.
- E. To operate as a public organization engaged in firefighting consistent with the definition of “fire department” under Wis. Stat. § 66.0314(1)(c).
- F. To exercise the authority of an organization described in Wis. Stat. § 213.095 and any other authority granted to municipal fire departments in the State of Wisconsin.

#### ARTICLE 6 – INCORPORATORS

The name and address of each incorporator:

City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

City of Wauwatosa  
7725 West North Avenue  
Wauwatosa, WI 53213

#### ARTICLE 7 – MEMBERS

The corporation will have 2 members: the City of West Allis and the City of Wauwatosa.

- A. Admission. The corporation may not admit any new members.
- B. Termination, expulsion and suspension. A member may be expelled by court order, but only if that member does any of the following: 1) fails to make timely payment to the corporation, or 2) enacts or adopts any provision that contradicts a policy of the corporation. A member who has been expelled shall be liable to the corporation for dues, assessments or fees because of obligations incurred or commitments made before expulsion or suspension.
- C. Purchase of memberships. The corporation is entitled to acquire for no consideration the membership of a member who resigns or whose membership is terminated, unless such consideration is separately established by contract with the corporation.
- D. Quorum requirements. More than 50 percent of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter.
- E. Voting requirements. Each member shall have one vote. A member’s vote may be cast by the chief executive officer of the municipality (or by any other officer or proxy

appointed by the chief executive officer), with the majority approval of that member's legislative body.

## ARTICLE 8 – BOARD OF DIRECTORS

- A. Other methods of electing directors. The board shall initially consist of 6 directors. Pursuant to Wis. Stat. § 181.0726, the members shall appoint directors to the board. West Allis may appoint up to 3 individuals and Wauwatosa may appoint up to 3 individuals. A director shall be an individual, and each member shall determine the qualifications for and manner of choosing the directors it is authorized to appoint. The number of directors may be increased or decreased from time to time by a unanimous vote of the members. If the number of directors is increased or decreased, the members shall also state the number of directors each member is entitled to appoint.
- B. Election, designation and appointment of directors. All of the directors except the initial directors shall be appointed by, and serve at the pleasure of, the member who appointed them for a term of 3 years. The board shall be treated as a governmental body as that term is defined in Wis. Stat. § 19.82(1) and all meetings of the board shall comply with Subch. V of Wis. Stat. Ch. 19.
- C. Requirement for and duties of board. Pursuant to Wis. Stat. § 181.0801(3)(a), any power specified within, or necessarily related to Wis. Stat. §§ 62.13(3) to (12) is delegated to the joint fire commission established through an intergovernmental agreement between all members. The board shall have no authority to exercise any such delegated power, except the board may provide resources to the joint fire commission upon request.
- D. Initial Directors. The names and addresses of the natural persons who will serve as the initial directors, and their terms from the date of incorporation, are as follows:

### Wauwatosa Directors

- |                      |  |
|----------------------|--|
| 3-year initial term: | Dennis McBride<br>7725 West North Avenue<br>Wauwatosa, WI 53213    |
| 2-year initial term: | James Moldenhauer<br>7725 West North Avenue<br>Wauwatosa, WI 53213 |
| 1-year initial term: | James Archambo<br>7725 West North Avenue<br>Wauwatosa, WI 53213    |

West Allis Directors

3-year initial term: Dan Devine  
7525 West Greenfield Avenue  
West Allis, WI 53214

2-year initial term: Kevin Haass  
7525 West Greenfield Avenue  
West Allis, WI 53214

1-year initial term: Erin Hirn  
7525 West Greenfield Avenue  
West Allis, WI 53214

ARTICLE 9 – OFFICERS

The position of president is abrogated. The fire chief shall be an officer of the corporation, who shall have the same authority as a president, as that term is used in Wis. Stat. Ch. 181. The fire chief shall be appointed by the joint fire commission, and the fire chief’s employment, promotion, and discipline shall be subject to Wis. Stat. § 62.13. The board may appoint a secretary and treasurer.

ARTICLE 10 – DISTRIBUTIONS

Pursuant to Wis. Stat. § 181.1301, the corporation is not authorized to make distributions.

ARTICLE 11 – MANAGEMENT

Due to Wis. Stat. § 19.83, action required or permitted by Wis. Stat. Ch. 181 to be approved by the members or board of directors shall be approved at a public meeting that satisfies the provisions of Subch. V of Wis. Stat. Ch. 19. No action may be taken by the members or board by written consent or written ballot in lieu of holding a public meeting.

The following provisions manage the business and regulate the affairs of the corporation.

- B. Budget. The board shall adopt an annual budget describing both capital and operating expenses for the subsequent calendar year in the form prescribed by Wis. Stat. § 65.90 and forward that budget request to the members.
- C. Payment of Charges. The corporation shall invoice members in a way that allows them to pay charges as described in Wis. Stat. § 66.0602(3)(h).
- D. Capital Expenses. The request shall separately list capital improvement expenses including, but not limited to, the structural construction of premises, purchases of

apparatus and equipment which has a life of at least 5 years and a purchase price of at least \$25,000, and replacement or addition of building infrastructure.

- E. Sale of Assets. Approval of the members of a transaction described in Wis. Stat. § 181.1201(1) is required to do any of the following:
- 1) Sell, lease, exchange or otherwise dispose of real estate.
  - 2) Sell, lease, exchange or otherwise dispose of vehicles with a fair market value in excess of \$50,000.
  - 3) Mortgage, pledge, dedicate to the repayment of indebtedness, whether with or without recourse, or otherwise encumber any or all of its property whether or not in the usual and regular course of its activities.
- F. Operating Expenses. The request shall separately list operating expenses, including, but not limited to, the usual and ordinary cost of operation of the corporation, the operation and routine maintenance of buildings used by the corporation and the repair and the renewal of the corporation's physical assets including expenses and ordinary additions to its assets.
- G. Voluntary Return of Equity Contribution. The corporation shall retain the \$2 million in equity contributions from the municipalities for the initial term of the service contract. Thereafter, if the corporation has created a separate working capital account that independently provides sufficient working capital for its operations, the corporation may return the equity contributions to the municipalities only by majority vote of its members.

## ARTICLE 12 - DISTRIBUTION ON DISSOLUTION

Dissolution is authorized if it is approved by all of the following:

1. A unanimous vote by the board.
2. A unanimous vote by the members.

The plan of dissolution shall indicate the following:

1. All moneys within all corporation accounts shall be deposited into a general fund.
2. Real estate acquired from a member shall be sold at fair market value, and the member from whom it was acquired shall have a first right of refusal.
3. Real estate acquired from a person other than a member, and any other assets, shall be sold for fair market value to any person.
4. The proceeds from the sale of any asset shall first pay off any secured debt against that asset. Any remaining proceeds shall be deposited into the general fund. If the proceeds are insufficient to pay off secured debt, any remaining debt shall become unsecured debt.
5. All unsecured debts of the corporation shall be paid by money in the general fund. If moneys in the general fund are insufficient to pay for all unsecured debts of the corporation, the members shall pay off the unsecured debt in a proportion equal to the percentage of the budget for which that member is responsible in the year of dissolution.

6. Any moneys remaining in the general fund after payment of unsecured debt shall be distributed to the members in a proportion equal to the percentage of the budget for which that member is responsible in the year of dissolution.

#### ARTICLE 13 – BYLAWS

Any provision that is required by Wis. Stat. Ch. 181 shall be set forth in the bylaws. Any provision that is permitted by Wis. Stat. Ch. 181 may be set forth in the bylaws. If a provision of the articles of incorporation is inconsistent with a bylaw, the provision of the articles of incorporation controls.

This document was drafted by: Kail Decker

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## BYLAWS

Initial bylaws adopted by the incorporators pursuant to Wis. Stat. § 181.0206(1).

### Item 1 – Annual Budget

The board shall endeavor to create a budget and establish a payment amount by members no later than September 15 of the year preceding the budget year to provide fire protection and emergency services for all members. In that budget, the board shall endeavor to make the cost to each member no more than the following:

- a. Year 2026: 102.8340% of the amount funded by its tax levy in 2025 (prorated)
- b. Year 2027: 105.7483% of the amount funded by its tax levy in 2025
- c. Year 2028: 108.7452% of the amount funded by its tax levy in 2025
- d. Year 2029: 111.8271% of the amount funded by its tax levy in 2025
- e. Year 2030: 114.9962% of the amount funded by its tax levy in 2025

For Year 2031 and each year thereafter, the board shall endeavor to propose a budget to members no later than September 15 of the year preceding the budget year.

### Item 2 – Rates Charged to Members

The board shall identify the total budget to each member, separately identifying all revenue sources – including, but not limited to, grants, fees, payments by the members.

### Item 3 – Professional Services

The corporation may request and pay for professional services provided by its members. Such professional services include, but are not limited to, financial, human resources, information technology, and legal services.

The amounts paid for professional services should not exceed the following amounts for each service provided:

- a. Year 2026: 102.8340% of 2025 total cost of service to both members (prorated)
- b. Year 2027: 105.7483% of 2025 total cost of service to both members
- c. Year 2028: 108.7452% of 2025 total cost of service to both members
- d. Year 2029: 111.8271% of 2025 total cost of service to both members
- e. Year 2030: 114.9962% of 2025 total cost of service to both members

### Item 4 – Annual and Special Meetings

Pursuant to Wis. Stat. § 181.0701(1), the members shall hold an annual meeting of members at 4:00 p.m. on the third Tuesday of April. There shall be no other regular membership meetings. Special meetings may be called pursuant to Wis. Stat. § 181.0702. The corporation shall give notice of meetings of members as provided in Wis. Stat. § 19.81, et seq.

### Item 5 - Contracted Fire Services

The corporation may enter into a contract to provide fire protection and emergency services to any city under Wis. Stat. § 62.13(8)(b), any village under Wis. Stat. § 61.65(2)(a)2., or any town

under Wis. Stat. § 60.55(1)(a)3. A city, village, or town that contracts with the corporation for fire protection and/or emergency services shall pay at least the full cost of services provided, to be determined by the board.

Item 6 – Services Provided by Employees or Contractors

The corporation may provide fire protection and emergency services to the members through its employees or by subcontracting for fire protection and emergency services staff.

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**EXHIBIT B**

**SERVICE CONTRACT**

**FOR FIRE PROTECTION AND EMERGENCY SERVICES**

This service contract is made and entered into as of February 24, 2026, by and between Milwaukee Metro Fire Rescue Corporation, a domestic nonstock corporation formed under Wis. Stat. Ch. 181 (“MMFR”), the City of West Allis, a municipal corporation (“West Allis”), and the City of Wauwatosa, a municipal corporation (“Wauwatosa”), to transfer fire protection and emergency services previously performed by Wauwatosa and West Allis to MMFR. Wauwatosa and West Allis may be described individually as the “City” and collectively as the “Cities.”

WHEREAS, the Cities wish to implement a plan to transfer the municipal services or duties of fire protection and emergency services within their municipal boundaries to a nonprofit organization by entering into this service contract; and

WHEREAS, the Cities provided all fire protection and emergency services in the year immediately preceding the year that the services or duties are transferred under this service contract; and

WHEREAS, by entering into this service contract, the Cities will realize savings for fire protection and emergency services while maintaining the appropriate level of such services; and

WHEREAS, MMFR is a nonprofit organization capable of providing fire protection and emergency service quality that is equal or better to the service quality provided by the Cities;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Term. This Contract shall commence on April 27, 2026, and expire on December 31, 2036. Thereafter, this Contract shall automatically renew for successive 6-year terms.
2. Services Transferred. Upon the commencement of the term of this Contract, the Cities transfer to MMFR the following services or duties that it previously performed, and MMFR shall perform such services or duties at an appropriate level on behalf of the Cities:
  - a. Fire protection
  - b. Emergency services
3. Facilities Lease. During the term of this Contract, the Cities shall offer to lease to MMFR, at a reasonable rate, the following real estate and may sell such real estate to MMFR for fair market value any time after January 1, 2031:
  - a. 1601 Underwood Avenue, Wauwatosa, WI 53213
  - b. 2040 South 67<sup>th</sup> Place, West Allis, WI 53219
  - c. 4187 North Mayfair Road, Wauwatosa, WI 53222

- d. 7300 West National Avenue, West Allis, WI 53214
  - e. 10525 West Watertown Plank Road, Wauwatosa, WI 53226
  - f. 10830 West Lapham Street, West Allis, WI 53214
  - g. 11100 West Walnut Road, Wauwatosa, WI 53226
4. Equipment Lease. During the term of this Contract, the Cities shall offer to lease to MMFR, at a reasonable rate, any equipment owned by the Cities that MMFR determines to be necessary to provide fire protection and emergency services and may sell such equipment to MMFR for fair market value any time after January 1, 2031.
5. Previous Cost of Services. The total cost to the Cities to perform fire protection and emergency services in 2025 ("2025 Combined Cost"), was \$34,401,240 (\*estimated\*), consisting of the following:
- a. Wages
  - b. Fringe benefits
  - c. Training
  - d. Equipment
  - e. Facilities
  - f. Professional Services
6. Payment for Services.
- a. Initial 5 Years. In exchange for MMFR performing fire protection and emergency services from 2026 to 2030, each City shall pay to MMFR the amount invoiced if the payment amount by each municipality is less than or equal to the following:
    - i. Year 2026: 102.8340% of the amount funded by its tax levy in 2025 (prorated)
    - ii. Year 2027: 105.7483% of the amount funded by its tax levy in 2025
    - iii. Year 2028: 108.7452% of the amount funded by its tax levy in 2025
    - iv. Year 2029: 111.8271% of the amount funded by its tax levy in 2025
    - v. Year 2030: 114.9962% of the amount funded by its tax levy in 2025
  - b. Subsequent Years. For Year 2031 and each year thereafter, each City shall pay to MMFR an amount requested by its board of directors ("Board") and approved by the Cities.
  - c. Form of Payment. Each City shall pay at least half the amount owed by January 31 of the year in which services are provided. The remaining balance, if any, shall be paid by July 1 of the year in which services are provided.
  - d. Other Revenue Sources. All revenue sources for fire protection and emergency services in the Cities, other than payment from a tax levy, shall remain with the Cities until termination of any staffing agreement. Upon termination of any staffing agreement, the City shall assign any future revenue sources to MMFR. At any time, MMFR may seek its own sources of other revenue.

7. Allocation of Grant Money. Innovation grant moneys awarded under Wis. Stat. § 79.038(1)(a)1.e., which is estimated to be five annual payments of \$8,600,310 (\*estimated\*), shall be allocated to the Cities in the following annual amounts:
  - a. Wauwatosa: \$4,376,665 (\*estimated\*)
  - b. West Allis: \$4,223,645 (\*estimated\*)
8. Amendments. The parties may amend this agreement at any time by mutual agreement.
9. Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage, or any other loss of whatever nature incurred by MMFR, or any municipality by reason of its participation in creating MMFR and specifically by reason of the services provided by MMFR, shall be the liability of MMFR.
10. Partial Invalidity. If any provision of this Agreement shall be held or declared invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.
11. Mutual Aid Agreements. The mutual aid response agreements between the parties of this Agreement with other entities shall be assumed by MMFR.
12. Insurance. MMFR shall procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations including insurance for fire and other perils on the structures occupied by MMFR.
13. Prior Liabilities. Any general liability, special pension liability, debt, workers compensation or unemployment insurance obligations arising from incidents which occurred prior to April 27, 2026, shall remain the separate responsibility of each party.
14. Termination. Either party may terminate this agreement upon mutual agreement or if there is a material breach of this Contract that has remained uncured for 30 days. Upon termination, the parties shall work diligently to transfer services back to the municipalities as soon as practicable. Alternatively, a party may terminate this Contract without cause on or after the expiration of the initial term of this Service Agreement, but effective only upon December 31 of a year and by providing to the other party at least 2 years' advanced notice.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of West Allis

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Wauwatosa

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Milwaukee Metro Fire Rescue Corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## EXHIBIT C

### STAFFING AGREEMENT

#### FOR FIRE PROTECTION AND EMERGENCY SERVICES

The City of West Allis, with its principal office located at 7525 West Greenfield Avenue, West Allis, WI 53214, and the City of Wauwatosa, with its principal office located at 7725 West North Avenue, Wauwatosa, WI 53213, (collectively "STAFFING FIRM"), and Milwaukee Metro Fire Rescue Corporation, with its principal office located at 7525 West Greenfield Avenue, West Allis, WI 53214 ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

1. STAFFING FIRM Duties and Responsibilities. STAFFING FIRM will:
  - a. Recruit, screen, interview, hire, and assign sufficient employees to perform fire protection and emergency services ("Assigned Employees") for CLIENT and will, as the employer of those employees, be responsible for the following:
    - i. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
    - ii. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
    - iii. Ensure Assigned Employees are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
  - b. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
  - c. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
  - d. Provide facilities and equipment necessary for Assigned Employees to perform fire protection and emergency services for CLIENT.

2. Right to Control. In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.
3. CLIENT Duties and Responsibilities. CLIENT will:
  - a. Accept the work of Assigned Employees performing fire protection and emergency services;
  - b. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
4. Payment Terms, Bill Rates, and Fees.
  - a. CLIENT will pay STAFFING FIRM for its performance the same amount STAFFING FIRM pays to CLIENT to provide such services under a service agreement between the parties. Payment is due on receipt of invoice.
5. Cooperation. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.
6. Indemnification and Limitation of Liability. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
7. Terms Surviving Beyond Termination. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. Amendments. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
9. Severability. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

10. Previous Terms Superseded. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
11. No Waiver. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
12. Not Assignable. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
13. Notice. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
14. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
15. Term of Agreement. This Agreement will commence on April 27, 2026. The Agreement may be terminated by either party by providing notice to the other party.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Signed and dated this 24<sup>th</sup> day of February, 2026.

City of West Allis

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Wauwatosa

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Milwaukee Metro Fire Rescue Corporation

\_\_\_\_\_